

PRELIMINARY SALE AND PURCHASE AGREEMENT

This preliminary sale and purchase agreement ("Agreement") is entered into by and among

- (1) **Debreceni Vagyongkezelő Zártkörűen Működő Részvénytársaság** (registered seat: 4025 Debrecen, Piac utca 77. 2. em. 5. sz. iroda.; company registration number: 09-10-000327; tax number: 11995340-2-09; central statistical number: 11995340-6810-114-09; represented by: Virág Kocsik-Marossy as chief executive officer) as seller ("Seller") and
- (2) **Contemporary Amperex Technology Hungary Projekt Menedzsment Korlátolt Felelősségű Társaság** (registered seat: 1075 Budapest, Madách Imre út 14. 9. em. ; company registration number: 01-09-396563; tax number: 27754025-2-42; central statistical number: 27754025-7112-113-01; represented by: He Wei managing director) as purchaser ("Purchaser")

on the date set forth below and under the following terms and conditions.

PREAMBLE

- (A) WHEREAS, Contemporary Amperex Technology Co., Limited (registered seat: 2 Xingang Road, Zhangwan Town, Jiaocheng District, Ningde City, Fujian Province 352100, People's Republic of China; hereinafter: "CATL") wishes to expand its production of lithium-ion battery for electric vehicles and energy storage systems.
- (B) WHEREAS, CATL is a global leader of new energy innovative technologies and the world's largest battery manufacturer and technology company founded in 2011 that specializes in the manufacturing of lithium-ion batteries for electric vehicles and energy storage systems, as well as battery management systems
- (C) WHEREAS, within the frame of said expansion, CATL is considering to construct a new Plant (as defined below) for the manufacturing of lithium-ion batteries for electric vehicles and energy storage systems in the territory of Hungary through the Purchaser, its Hungarian affiliate.
- (D) WHEREAS, as a result of the general business environment and the conditions provided for the battery industry, Hungary is being considered by CATL as a potential investment location;
- (E) WHEREAS, prior to signing this Agreement, the Municipality (defined below) has decided to develop the Industrial Park (defined below) for future industrial investments in the South Industrial Area (in Hungarian: Debrecen Déli Gazdasági Övezet) to contribute to the economic growth in the region of Debrecen.
- (F) WHEREAS, the Hungarian Government has already adopted the Zoning Plan (defined below) that allows the establishment of plants of industrial and logistics use
- (G) WHEREAS, the Hungarian Government, in its Governmental Decree No. 75/2015. (III. 30.) issued on 30 March 2015, as amended, qualified the investments that will be implemented in the South Industrial Area and, therefore, the Industrial Park (defined below) as investments of utmost importance from Hungarian economy perspective, with the Zoning Plan included into the above-referred Governmental Decree.
- (H) WHEREAS, the Hungarian Government, in its Governmental Resolution No. 1191/2015. (III. 30.) issued on 30 March 2015, designated the South Industrial Area and thus the Industrial Park (defined below) as an investment target area.
- (I) WHEREAS, the Seller is a wholly-owned subsidiary of the Municipality and is responsible for carrying out the asset management activities concerning its assets held in favour of the Municipality (defined below), including the preparation of such real properties for sale and the transfer of such real properties.


Debreceni Vagyongkezelő Zártkörűen Működő Részvénytársaság
Seller
represented by: Kocsik-Marossy Virág
chief executive officer


Contemporary Amperex Technology Hungary Kft
Purchaser
represented by: He Wei
managing director

- (J) WHEREAS, taking into account the shortage in supply of qualified land plots and the relatively high demand, subject to the fulfilment of the Conditions Precedent (defined below), CATL wishes to purchase and operate through the Purchaser on a real property with an area of 105 ha 441 m² ("Property A") and another real property with an area of approximately 114 ha ("Property B"), both are to be formed from the Original Properties via plot formation and are located in the Industrial Park (defined below).
- (K) WHEREAS, the Seller wishes to acquire the Original Properties (defined below) or the Properties from the Municipality after the Municipality's acquisition of the Original Properties.
- (L) WHEREAS, the Parties intend to regulate their rights and obligations in relation to the fulfilment of the Conditions Precedent (defined below) necessary for the sale and transfer of the Properties (defined below) to the Purchaser.
- (M) WHEREAS, the Parties undertake to, within the deadlines set out in this Agreement, conclude the Final Sale and Purchase Agreement for the transfer of the title to the Properties after the satisfaction of the Conditions Precedent (defined below).
- (N) NOW THEREFORE, the Parties agree as follows.

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement (unless otherwise defined), the following terms shall have the following meanings:

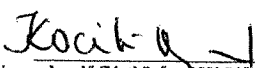
"Additional Land"	shall mean a maximum of 2 ha land, close to Property A, potential boundaries of which are indicated on [REDACTED], to be registered under separate topographical lot number, which shall be sold to the Purchaser for the purpose of transformer station, parking spaces or other auxiliary services of the Plant.
"Affiliate"	shall mean (A) any person or entity that (i) has direct or indirect Control of the Parties as a matter of law, (ii) directly or indirectly Controls the Parties on a factual basis or by contract, (iii) is the subsidiary of the Parties (directly or indirectly) or subject to the Control of any of the Parties as a matter of law, by contract, or on a factual basis, or is subject to the common Control from the same source with the Parties, or (iv) has been in a joint venture with the Parties; or (B) any shareholder of the Parties or any person or entity controlling any shareholder of the Parties or being subject to the Control of the shareholder of the Parties.
"Agreement"	shall mean this preliminary sale and purchase agreement and all Schedules attached hereto.
"Building Permit"	shall mean the final and binding (in Hungarian: <i>végleges</i>) building permit to be issued for the construction of the Plant on Property A.
"Business Day"	shall mean any day on which commercial banks in Hungary are open for business.
"CATL"	shall mean Contemporary Amperex Technology Co. Ltd. (registered seat: HK Hong Kong, 28 Queen's Road 20/F Central


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Tower; registration number: 2354977).

- "Civil Code"** shall mean Act V of 2013 on the Civil Code of Hungary, as amended from time to time.
- "Closing Date"** shall have the meaning given to it in Section 8.6.
- "Conditions Precedent"** shall have the meaning given to it in Section 6.1.
- "Control"** shall mean, in respect of any person, direct or indirect majority control (in Hungarian: *többségi befolyás*) as defined in section 8:2 of the Civil Code, by which a natural or legal person (for the purpose of this Section **"Controller"**) (A) controls over 50% of the voting rights in a legal entity, or (B) is a member of or shareholder in a legal entity and (i) it has the right to appoint and recall the majority of the executive officers or supervisory board members of said legal entity; or (ii) other members of or shareholder in that legal entity vote in the same manner or with the same content as the Controller by contract, or they exercise their voting rights through the Controller, provided that together they control more than 50% of the votes.
- "Current Encumbrances"** shall mean the Encumbrances registered in the land registry in terms of the Original Properties on the Signing Date as listed in [REDACTED] attached hereto.
- "Deletion Consent"** shall mean the consent and mutual request of the Parties to the deletion of the side (marginal) note to be noted in the land register for the benefit of the Purchaser in accordance with Section 11.2 of this Agreement.
- "Detrimental Condition"** shall mean any circumstance which has a direct financial impact for the Property exceeding 12 % of the total net Purchase Price of the respective Property or causes a delay in respect of the timing of the Project exceeding 1 (one) month in view of the Project Milestones, and such circumstance was not explicitly disclosed as part of the Disclosed Information.
- "Disclosed Information"** shall mean the information and documents listed in [REDACTED] hereof and made available to the Purchaser and its advisors in the course of the Due Diligence completed by the Final Signing Date for Property A.
- "Due Diligence"** shall mean the audit conducted by the Purchaser through its internal and highly qualified external professional advisors specifically retained by the Purchaser for this transaction, in respect of the Properties, covering commercial, legal, financial, tax, environmental and technical matters on the basis of Disclosed Information until the third Business Day preceding the Final Signing Date for the Property A.
- "Early Access Agreement"** shall mean the agreement concluded by and between the Parties on 1 March 2022, with regard to the Limited Early Access Right of the Purchaser, as amended.


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Purchaser
represented by: He Wei
managing director

"Early Access Area"	shall mean the area of the Property affected with the Limited Early Access Right indicated on the layout plan attached as [REDACTED]
"Early Access Right"	shall mean Limited Early Access Right and Extended Early Access Right together.
"Extended Early Access Right"	shall mean the right of the Purchaser to enter the area of any of the Original Properties which are already owned by the Seller or the Municipality, for the purpose of carrying out preparatory land works (including the removal of the topsoil layer / land levelling, piling works and soil stabilization) and other preparatory works to prepare the implementation of the Project from the date set out in the Early Access Phases attached as SCHEDULE 2/C hereto.
"Encumbrances"	shall mean any interest or equity of any person (including any right to acquire, call option, put option, pre-emption or conversion) or any mortgage, pledge, charge, lien, easement, assignment, title retention, restriction on transfer of title or encumbering, debenture, hypothecation, security interest or any other security agreement or arrangement, or any agreement to create any of the above, or any lease or similar right of use benefiting any third party, irrespective of whether such right has been registered into the land registry or not. "Encumber" shall be construed accordingly.
"Environmental Impact Assessment"	shall mean the environmental impact assessment report for the Plant that shall be prepared by the Purchaser in accordance with Governmental Decree No. 314/2005.
"Environmental Permit"	shall mean the final and binding (in Hungarian: <i>végleges</i>) (i) approval of the environmental authority on the Environmental Impact Assessment, (ii) permit of the competent authority for conducting hazardous activities, and all further (iii) permit(s) of the environmental authority necessary for the Project.
"Environmental Laws"	shall mean any Hungarian law concerning the protection or prevention of damage to human health or safety, nature or natural resources, or the use, storage, treatment, removal, shipment, manufacturing or disposal of Hazardous Materials.
"Escrow Agent"	shall mean the law firm indicated in Section 11.1 acting as a documentary escrow agent in favour of the Purchaser.
"Event of Default"	shall have the meaning specified in Section 15.2 hereof.
"Final Sale and Purchase Agreement"	shall mean the final sale and purchase agreement to be entered into by the Parties in respect of the sale and purchase of the Properties by the Purchaser from the Seller, subject to the terms and conditions set out herein, and which the Parties are obliged to conclude provided that the Conditions Precedent are fulfilled.
"Final Sale and Purchase Agreement for Additional"	shall mean the final sale and purchase agreement to be entered into by the Parties in respect of the sale and purchase of the


 Debreceni Vagyongazdálkodási Zártkörűen Működő Részvénytársaság
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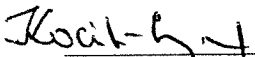
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Land"	Additional Land by the Purchaser from the Seller, subject to the terms and conditions set out herein.
"Final Signing Date"	shall mean Final Signing Date for Property A and Final Signing Date for Property B respectively.
"Final Signing Date for Property A"	shall mean the date on which each Party has duly signed the Final Sale and Purchase Agreement for Property A.
"Final Signing Date for Property B"	shall mean the date on which each Party has duly signed the Final Sale and Purchase Agreement for Property B.
"Final Signing Date for Additional Land"	shall mean the date on which each Party has duly signed the Final Sale and Purchase Agreement for Additional Land.
"Force Majeure Event"	shall mean any unexpected and extraordinary event beyond the control of the Parties, which cannot be prevented by ordinary means and which prevents the performance of this Agreement, including in particular: (i) war, hostilities (whether war is declared or not), invasion, act of foreign enemies, mobilization, requisition, or embargo; (ii) rebellion, revolution, insurrection, or military or usurped power, civil war or an act or omission of public authorities, (iii) ionizing radiation or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof; (iv) riots, commotion or disorder, general strike; (v) floods, earthquakes and other natural disasters; (vi) weather conditions during which it is not allowed by the relevant regulations and/or technical norms and/or manufacturer's written recommendations to execute certain type of works and/or (vii) epidemics and all events in Hungary or abroad related to the threat of an epidemic in Hungary or abroad and the effects of such states and events and acts of the government and/or public authorities issued in Hungary or abroad in connection with the epidemic or states of epidemic threat and the effects of such acts (excluding the COVID-19 pandemic and the legal and authority measures imposed as a result thereof or any supply, economic, financial or other direct effects thereof on either Party's side (collectively the "COVID-19 Events")).
"Handover Date"	shall have the meaning ascribed to it in Section 9.1 hereof.
"Hazardous Materials"	shall mean any and all materials, waste, products, hazardous waste or hazardous contamination existed prior to Handover Date, the removal of which is mandatory under the applicable Environmental Laws or the presence or use of which is restricted or prohibited under the applicable Environmental Laws and which was not caused by the Purchaser.


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"Limited Early Access Right"	shall mean the rights of the Purchaser to enter the area of any of the Original Properties for the purpose of conducting site inspections and carrying out preparation works, drillings, and other environmental works and examinations, conducting any other measures and preparatory works reasonably required in the Due Diligence, carrying out the soil mechanical survey of the Early Access Area and carrying out test and final archaeological excavations (in Hungarian: <i>régészeti feltárás</i>) related to any archaeological remains that may be found on the Early Access Area on the basis of its agreement with the responsible authority.
"Long Stop Date"	shall mean Long Stop Date for Property A and Long Stop Date for Property B together.
"Long Stop Date for Property A"	shall mean 30 September, 2022 or the date as extended as provided hereunder.
"Long Stop Date for Property B"	shall mean the 365th day following the date on which the Notice for Property B has been delivered to the Seller, but not earlier than 31 December 2023.
"Long Stop Date for Additional Land"	shall mean 31 December 2022 or the date as extended as provided hereunder.
"Loss" or "Losses"	shall mean any and all direct damages (including but not limited to interests, penalties, reasonable and justified costs and expenses and excluding consequential damages and loss of profit, provided that such are not arising from the Seller's willful acts or misconduct).
"Municipality"	shall mean the local municipality of the City of Debrecen with County Rights (registered seat: 4024 Debrecen, Piac utca 20.; registration number: 735584; tax number: 15735588-2-09; central statistical number: 15735588-8411-321-09; represented by Dr. László Papp as mayor).
"Notice for Property B"	Shall mean the Purchaser's notice specified in Section 12.4 g).
"Original Properties"	shall mean the real properties located in the South Industrial Area of Debrecen and listed in [REDACTED] hereof.
"Party" or "Parties"	shall mean, the Seller and the Purchaser individually or collectively, as applicable.
"Piling Work Permit"	shall mean the final and binding (in Hungarian: <i>végleges</i>), separate building permit to be issued for the land levelling and piling work on Property A.
"Plant"	shall mean the new plant to be constructed and operated by the Purchaser on the Property for the manufacturing of lithium-ion batteries for electric vehicles and energy storage systems.


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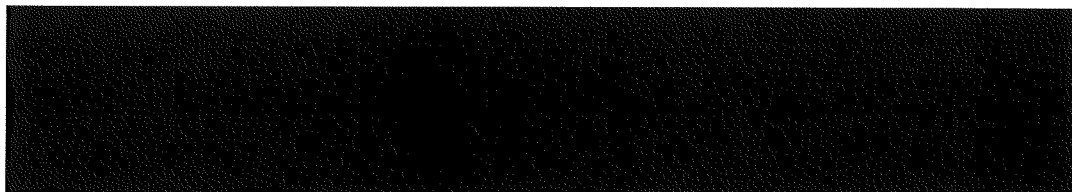
"Plot Formation"

shall mean the proceedings of the land registry office separately for Property A and Property B, under which the land registry office unifies and then separates the Original Properties in accordance with the preliminary drawings attached hereto as [REDACTED], as requested by the Purchaser, as a result of which the Property A and the Property B will be created under two separate plot formation permits and registered under two separate lot numbers. The Plot Formation shall include the registration of the road property at the southern border of the Property, a road the location of which is shown on [REDACTED]

"Preliminary Archaeological Assessment"

Impact

shall mean together (i) the preliminary archaeological documentation (in Hungarian: *előzetes régészeti dokumentáció – ERD I.*) to be prepared in terms of the Properties for the purpose of the Project pursuant to Paragraph 23/C.§ of Act LXIV of 2001 on the Protection of Cultural Heritage, and (ii) a geographical survey, both of which shall be obtained by the Purchaser in line with Sections 4.1.1 (h), 4.1.2 (h).



"Project Milestones"

shall mean the list of the key milestones and timeline applicable to the implementation of the Project prepared by the Purchaser and attached hereto as [REDACTED]

**"Property"
"Properties"**

or shall mean Property A and Property B together.

"Property A"

shall mean the real property to be formed from the Original Properties via Plot Formation with an area of 105 ha 441 m² as shown on the preliminary drawing attached hereto as [REDACTED]

"Property B"

shall mean the real property to be formed from the Original Properties via Plot Formation with an area of 114 ha as shown on the preliminary drawing to be attached hereto as [REDACTED] subject to adjustment in size due to location of Railway Line as per Clause 4.2;

"Public Utility Plans"

shall mean the utility plans specified in [REDACTED]

"Purchaser"

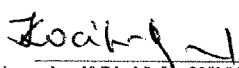
shall have the meaning defined in Section (2) above.

"Purchase Price"

shall mean the Purchase Price for Property A and Purchase Price for Property B together.

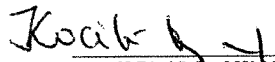
"Purchase Price for Property A"

shall mean the entire gross purchase price of the Property A in the amount specified in Section 7.1.1 hereof representing the market value of the Property A.


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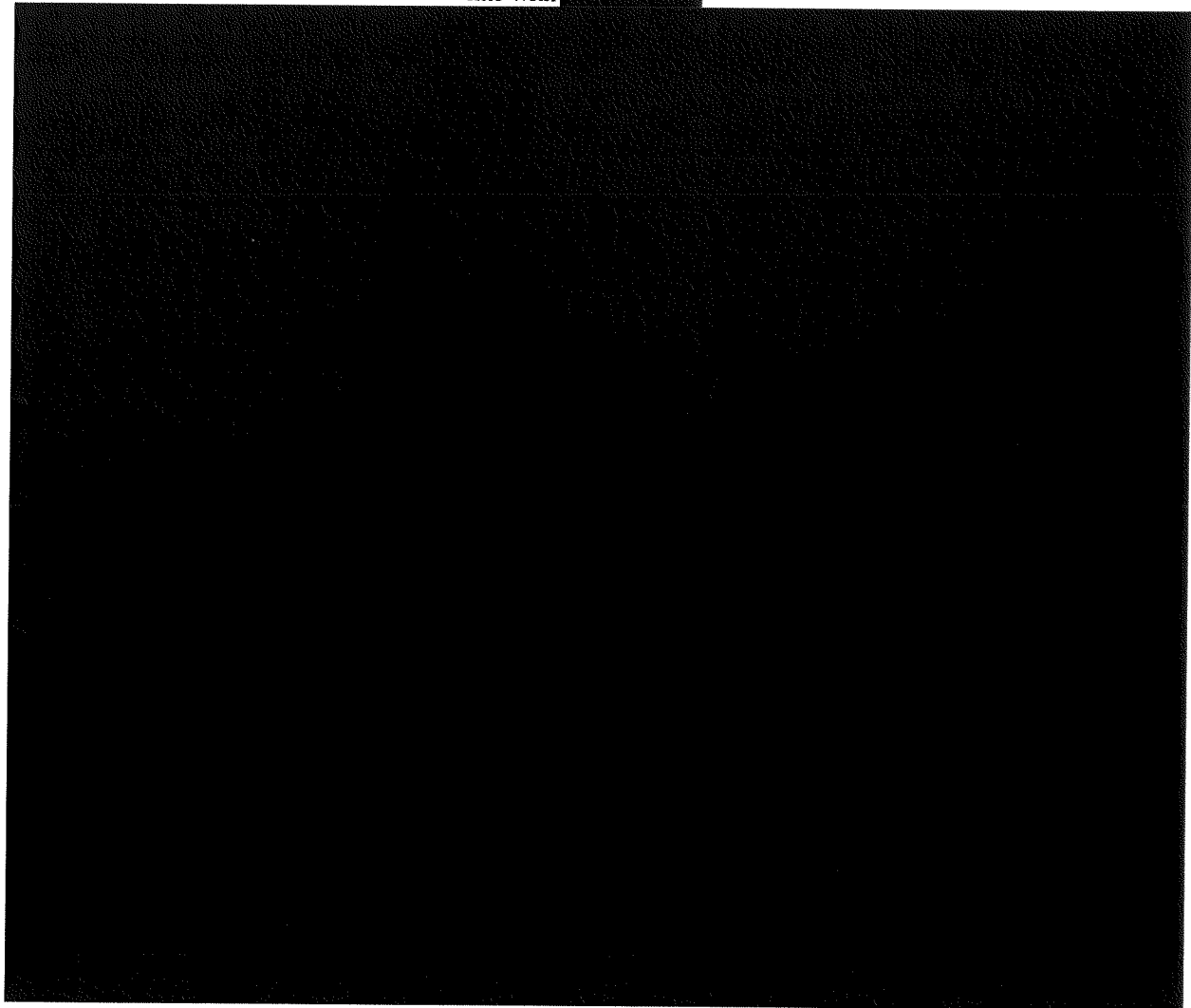
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"Purchase Price for Property B"	shall mean the entire gross purchase price of the Property B in the amount specified in Section 7.1.2 hereof representing the market value of the Property B.
"Purchase Price Advance"	shall mean the Purchase Price Advance for Property A and Purchase Price Advance for Property B respectively.
"Purchase Price Advance for Property A"	shall mean the first instalment of the Purchase Price for Property A in the amount specified in Section 6.1.1 hereof that shall qualify as earnest money (in Hungarian: <i>foglaló</i>) forming part of the Purchase Price for Property A and is payable in accordance with Section 8.1.1 hereof.
"Purchase Price Advance for Property B"	shall mean the first instalment of the Purchase Price for Property B in the amount specified in Section 6.1.2 hereof that shall qualify as earnest money (in Hungarian: <i>foglaló</i>) forming part of the Purchase Price for Property B and is payable in accordance with Section 8.1.2 hereof.
"Purchase Price for Additional Land"	shall mean the entire gross purchase price of the Property B in the amount specified in Section 7.1.3 hereof representing the market value of the Additional Land.
"Purchaser's Warranties"	shall have the meaning given to it in Section 13.2 hereof.
"Railway Line"	shall mean the existing Railway Line located on the area of Property B, as shown on [REDACTED]
"Reclassification"	shall mean the withdrawal from cultivation of the Original Properties and the registration of the change of the classification of the Original Properties from agricultural to industrial, based on the final and binding (in Hungarian: <i>végleges</i>) order of the competent land registry office.
"Registration Consent"	shall mean the consent declaration of the Seller referred to in Section 11.1 below whereby the Seller agrees on the registration of the Purchaser's exclusive title to the Property.
"Remaining Purchase Price"	shall mean Remaining Purchase Price for Property A and Remaining Purchase Price for Property B together.
"Remaining Purchase Price for Property A"	shall mean the amount payable under Section 8.4.1 as the second instalment of the Purchase Price for Property A equal to 90 % of the total Purchase Price for Property A, as specified in Section 8.4.1 below.
"Remaining Purchase Price for Property B"	shall mean the amount payable under Section 8.4.2 as the second instalment of the Purchase Price for Property B equal to 90 % of the total Purchase Price for Property B, as specified in Section 8.4.2 below.
"Seller"	shall have the meaning defined in Section (1) above.
"Seller's Bank Account"	shall mean the bank account of the Seller held in EUR at OTP Bank with the account number 11763385-52702882.


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 Purchaser
 represented by: He Wei
 managing director

"Seller's Warranties"	shall have the meaning given to it in Section 13.1 hereof.
"Signing Date"	shall mean the date on which each Party has duly signed this Agreement, whichever is later.
"VAT"	shall mean value added tax pursuant to the VAT Act.
"VAT Act"	shall mean Act CXXVII of 2007 on Value Added Taxation.
"Waiver Notice"	shall have the meaning given to it in Section 6.5 hereof.
"Zoning Plan"	shall mean the building rules introduced by the Governmental Decree No. 75/2015. (III. 30.) which are subject to change in terms of the building height and minimum green area ratio, in line with [REDACTED]



1.3 Terms and Interpretation

- (a) The terms defined in this Agreement shall have the meanings assigned to them in this Agreement and include the plural as well as the singular, and the use of any gender herein shall include each other gender.


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- (b) The words "herein", "hereof", "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular provision.
- (c) The term "include" or "including" shall mean without limitation by reason of enumeration and shall not be interpreted restrictively.
- (d) Each reference to a "Section" of this Agreement shall include all subsections of such Section. Each of the schedules is incorporated into and made a part of this Agreement for all purposes.
- (e) Any reference to "writing", "written" or any similar expression shall mean any method of reproducing words in a legible and non-transitory form.
- (f) References to any statute or statutory provisions include a reference to that statute or statutory provisions as amended, consolidated or replaced from time to time (whether before or after the Signing Date) and include any subordinate legislation made under the relevant statute or statutory provisions.
- (g) Reference to a representation that it is made to the best of the concerned Party's knowledge, shall mean that the related representation has been made after the relevant Party has made careful and appropriate enquiries. The best of the relevant Party's knowledge shall include the best of knowledge of the relevant Party's currently employed or former managers, directors, employees, advisors, administrator or shareholder.
- (h) The term "rescind" or "rescission" shall mean "elállás" under Hungarian law in accordance with Section 6:213 of the Civil Code.

2. THE SUBJECT OF THIS AGREEMENT

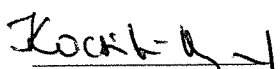
- 2.1 The subject of this Agreement is the regulation of (i) the obligation of the Seller to legally acquire the Original Properties and transfer the exclusive title (1/1 ownership share) to the Property A to the Purchaser subject to the satisfaction of all Conditions Precedent for Property A and (ii) the obligation of the Seller to transfer the exclusive title (1/1 ownership share) to the Property B to the Purchaser subject to the satisfaction of all Conditions Precedent for Property B.

3. Acquisition of the Original Properties by the Municipality

- 3.1 The Seller shall procure that the Municipality shall legally acquire the exclusive title (1/1 ownership share) to the Original Properties needed for the formation of Property A and have itself registered as the sole and unrestricted owner of such Original Properties in the land registry by the Long Stop Date for Property A.
- 3.2 Provided that the Notice for Property B has been delivered to the Seller by 31 December 2024, the Seller shall procure that the Municipality shall legally acquire the exclusive title (1/1 ownership share) to the Original Properties needed for the formation of Property B and have itself registered as the sole and unrestricted owner of such Original Properties in the land registry by the Long Stop Date for Property B.

4. Land Formation

- 4.1 The Seller shall procure that Municipality shall transfer the exclusive title (1/1 ownership share) to the Original Properties needed for the formation of Property A to the Seller, and the Seller shall have the Property A legally formed and registered in the land registry under a separate topographical lot number until 2 (two) weeks before the Long Stop Date for Property A.
- 4.2 Provided that the Notice for Property B has been delivered to the Seller by 31 December 2024, the Seller shall procure that the Municipality shall transfer the exclusive title (1/1 ownership share)


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to the Original Properties needed for the formation of Property B to the Seller, and the Seller shall have the Property B legally formed and registered in the land registry under a separate topographical lot number until 4 (four) weeks before the Long Stop Date for Property B. In terms of Property B the Parties acknowledge that the location of the Railway Line shall be discussed and agreed by the Parties by 31 December 2022, with the Seller to send its proposed site layout of Property B by 15 December 2022 for the Purchaser to approve the site layout within 15 (fifteen) calendar days. If the Purchaser does not provide its response, the Seller's proposed site layout shall be deemed to have been accepted by the Purchaser. On basis of approved site layout the exact size of the Property B shall be specified, with [REDACTED] to be attached to this Agreement by 15 January 2023.

5. THE SALE OF THE PROPERTIES

- 5.1 The Parties hereby agree to conclude two separate Final Sale and Purchase Agreements, for Property A and Property B, respectively, as specified hereunder.
- 5.1.1. The Parties hereby agree to conclude the Final Sale and Purchase Agreement in terms of the Purchaser's acquisition of the exclusive title (1/1 portion) to the Property A under the terms and conditions set out herein within 5 (five) Business Days from the date of satisfaction of the last Condition Precedent from all Conditions Precedent in terms of the Property A, but not later than the Long Stop Date for Property A.
- 5.1.2. The Parties hereby agree to conclude the Final Sale and Purchase Agreement in terms of the Purchaser's acquisition of the exclusive title (1/1 portion) to the Property B under the terms and conditions set out herein within 5 (five) Business Days from the date of satisfaction of the last Condition Precedent from all Conditions Precedent in terms of the Property B, but not later than the Long Stop Date for Property B.
- 5.1.3 The Parties hereby agree to conclude the Final Sale and Purchase Agreement for the Additional Land in terms of the Purchaser's acquisition of the exclusive title (1/1 portion) to the Additional Land under the terms and conditions set out herein within 5 (five) Business Days from the date of satisfaction of the last Condition Precedent from all Conditions Precedent in terms of the Additional Land, but not later than the Long Stop Date for Additional Land. The Parties shall cooperate with each other to finalize the plot formation drawing of the Additional Land in line with the Purchaser's request, within 30 (thirty) days of signing hereof, on the basis of which the Seller shall satisfy the Conditions Precedent for the Additional Land by the Long Stop Date for Additional Land.
- 5.2 The Parties declare that the Property A shall be formed from the Original Properties listed in [REDACTED] and the Property B shall be formed from the Original Properties listed in [REDACTED] via the Plot Formation.
- 5.3 The Seller informs the Purchaser that the Properties will qualify as construction site as per Point 7 of Article 259 of the VAT Act, which falls under the scope of Article 86, and therefore, the transfer of the Properties will be subject to value added taxation (normal VAT) in accordance with the general rules of the VAT Act. The Seller informs the Purchaser that the Additional Land will qualify as construction site or site for long linear structure as per Point 7 of Article 259 of the VAT Act, which falls under the scope of Article 86, and therefore, the transfer of the Additional Land will be subject to value added taxation (normal VAT) in accordance with the general rules of the VAT Act.

6. TERMS AND CONDITIONS FOR THE CONCLUSION OF THE FINAL SALE AND PURCHASE AGREEMENTS

- 6.1 The Parties' undertaking to sell and purchase the Properties hereunder is subject to the fulfilment

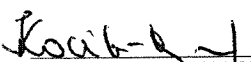

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Seller
represented by: Kocsik-Marossy Virág
chief executive officer


Contemporary Amperex Technology Hungary Kft
Purchaser
represented by: He Wei
managing director

or waiver of the following Conditions Precedent for both of the Properties until the concerning Long Stop Date.

6.1.1. The Parties' undertaking to sell and purchase the Property A hereunder is subject to the fulfilment or waiver of the following Conditions Precedent for Property A in accordance with this Agreement until the Long Stop Date for Property A, at the latest (individually "**Condition Precedent for Property A**" and collectively "**Conditions Precedent for Property A**"):

- (a) the Zoning Plans have entered into in force in accordance with the requirements specified in [REDACTED] attached hereto;
- (b) the Reclassification of the Property A (if before the Plot Formation, the Original Properties) as industrial land has been completed for Property A given that the competent agricultural authority has permitted the Reclassification of the Property A (before the Plot Formation, the Original Properties) as industrial land by its final and binding (in Hungarian: *végleges*) decision, and the competent land registry office has amended the classification of the Property A (before the Plot Formation, the Original Properties) in the land registry to industrial by its final and binding (in Hungarian: *végleges*) decision accordingly ;
- (c) the Plot Formation has been completed based on the final and binding (in Hungarian: *végleges*) decision of the land registry office in line with the preliminary drawing attached hereto as [REDACTED] as requested by the Purchaser, as a result of which the Property A has been formed and registered in the land registry under a separate topographical lot number with an area of 105 ha 441 m²;
- (d) the Property A is duly registered in the land registry as outer-zone property and is classified in the land registry as "investment target area" (in Hungarian: "*beruházási célterület*") allowing the Purchaser's acquisition of the title thereto by the Long Stop Date for Property A;
- (e) the Seller is the sole, exclusive and unrestricted owner of the Property A free and clear of any registered or unregistered Encumbrances (the Encumbrances listed in [REDACTED] with the exception of the easement rights listed under [REDACTED] for Property A, as evidenced by the title deed of the Property A; and the Seller is in exclusive factual and legal possession of the Property A;
- (f) the Property A is free and clear of all lawsuits, encumbrances and claims with the exception of the easement rights listed under [REDACTED] for Property A which shall be de-registered following the Long Stop Date for the Property A, but at the latest by 31 December 2022 in line with Section 12.1 (iv);
- (g) no application for the registration is reflected on the title deed of the Property A which might hinder the sale and transfer of the Property A to the Purchaser;
- (h) the preliminary archaeological scanning (in Hungarian: *magnetométeres feltárás*) of the area of the Property A designated by the Seller for the preparation of the Preliminary Archaeological Impact Assessment (in Hungarian: *előzetes régészeti dokumentáció - ERD I.*) has been carried out in accordance with the technical specifications of the Project provided by the Purchaser to the Seller, and on that basis the Preliminary Archaeological Impact Assessment (in Hungarian: *előzetes régészeti dokumentáció - ERD I.*) relating to the Project has been produced;
- (i) the scanning of the Property A for explosives (bombs, ammunition etc.) has been completed on the entire area of the Property A in the depth of 6 (six) meters as evidenced by the respective certificate, and all explosives found are duly disarmed and removed from the Property by the Seller;


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Purchaser
represented by: He Wei
managing director

- (j) the Seller's Warranties are true, correct and accurate as referred to in Section 13.1 below;
 - (k) the necessary road connections to the access to the Property A for construction are provided;
 - (l) the Purchaser has completed its Due Diligence on the Property A and as a result there is no Detrimental Condition identified through Due Diligence concerning the Property A.
- 6.1.2. The Parties' undertaking to sell and purchase the Property B hereunder is subject to the fulfilment or waiver of the following Conditions Precedent for Property B in accordance with this Agreement until the Long Stop Date for Property B, at the latest (individually "**Condition Precedent for Property B**") and collectively "**Conditions Precedent to Property B**"):
- (a) the Zoning Plans are in force, in accordance with the requirements specified in [REDACTED] attached hereto;
 - (b) the Reclassification of the Property B (if before the Plot Formation, the Original Properties) as industrial land has been completed, given that the competent agricultural authority has permitted the Reclassification of the Property B (before the Plot Formation, the Original Properties) as industrial land by its final and binding (in Hungarian: *végleges*) decision, and the competent land registry office has amended the classification of the Property B (before the Plot Formation, the Original Properties) in the land registry to industrial by its final and binding (in Hungarian: *végleges*) decision accordingly;
 - (c) the Plot Formation has been completed based on the final and binding (in Hungarian: *végleges*) decision of the land registry office in line with the preliminary drawing attached hereto as [REDACTED], as requested by the Purchaser, as a result of which the Property B has been formed and registered in the land registry under a separate topographical lot number with an area of 114 ha subject to adjustment in size due to location of Railway Line as per Clause 4.2;
 - (d) the Property B is duly registered in the land registry as outer-zone property and is classified in the land registry as "investment target area" (in Hungarian: "*beruházási célterület*") allowing the Purchaser's acquisition of the title thereto;
 - (e) the Seller is the sole, exclusive and unrestricted owner of the Property B free and clear of any registered and unregistered Encumbrances (the Encumbrances listed in [REDACTED] evidenced by the title deed of the Property B; and the Seller is in exclusive factual and legal possession of the Property B;
 - (f) the Property B is free and clear of all lawsuits, encumbrances and claims;
 - (g) no application for the registration is reflected on the title deed of the Property B which might hinder the sale and transfer of the Property B to the Purchaser;
 - (h) the preliminary archaeological scanning (in Hungarian: *magnetométeres feltárás*) of the area of the Property B designated by the Seller for the preparation of the Preliminary Archaeological Impact Assessment (in Hungarian: *előzetes régészeti dokumentáció - ERD I.*) has been carried out in accordance with the technical specifications of the potential Project provided by the Purchaser to the Seller, and on that basis the Preliminary Archaeological Impact Assessment (in Hungarian: *előzetes régészeti dokumentáció - ERD I.*) relating to the Project has been produced;
 - (i) the scanning of the Property B for explosives (bombs, ammunition etc.) has been completed on the entire area of the Property B in the depth of 6 meters as evidenced by


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Purchaser
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managing director

the respective certificate, and all explosives found are duly disarmed and removed from the Property by the Seller;

- (j) the Seller's Warranties are true, correct and accurate as referred to in Section 13.1 below;
- (k) the necessary road connections to the access to the Property B for construction are provided.
- (l) the Conditions Precedent for Property A has been fulfilled;
- (m) the sale and transfer of the Property A to the Purchaser has been concluded between the Parties;
- (n) the Purchaser has completed its Due Diligence on the Property B and as a result there is no Detrimental Condition identified through the Due Diligence concerning the Property B;
- (o) the Seller has de-contaminated the Property B from Hazardous Materials, if any;
- (p) the approval of foreign investment filing regarding the payment of the Purchase Price for Property B has been issued by the competent Chinese authority to the shareholder of the Purchaser and the Purchaser has delivered the Notice for Property B to the Seller by 31 December 2024, at the latest; and
- (q) for each of the public utilities specified under Production Unit 3 of the Public Utility Plans the following conditions are met:
 - I. the connection points have been marked within the connection zones indicated under [REDACTED];
 - II. the public procurement tender for design services has been launched by the Hungarian State's respective agency; and
 - III. the design contracts have been duly signed with the designer(s) winning the above public procurement tender.

6.1.3 The Parties' undertaking to sell and purchase the Additional Land hereunder is subject to the fulfilment or waiver of the following Conditions Precedent for Additional Land in accordance with this Agreement until the Long Stop Date for Additional Land, at the latest (individually "Condition Precedent for Additional Land" and collectively "Conditions Precedent to Additional Land"):

- (a) the re-classification of the Additional Land as industrial land has been completed in the land registry;
- (b) the plot formation has been completed based on the final and binding (in Hungarian: *végleges*) decision of the land registry office in line with the preliminary drawing attached hereto as [REDACTED] or any other drawing agreed by the Parties in terms of the Additional Land as per Section 5.1.3, as requested by the Purchaser, as a result of which the Additional Land has been formed and registered in the land registry under a separate topographical lot number with an area of maximum 2 ha subject to adjustment in size due to location of wires;
- (c) the Additional Land is duly registered in the land registry as outer-zone property and is classified in the land registry as special industrial area for utility facilities, parking spaces or auxiliary function allowing the Purchaser's acquisition of the title thereto;


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managing director

- (d) the Seller is the sole, exclusive and unrestricted owner of the Additional Land free and clear of any registered and unregistered Encumbrances (the Encumbrances listed in [REDACTED], evidenced by the title deed of the Additional Land; and the Seller is in exclusive factual and legal possession of the Additional Land; and
- (e) no application for the registration is reflected on the title deed of the Additional Land which might hinder the sale and transfer of the Additional Land to the Purchaser.

6.2 The Parties declare that it shall not constitute a breach and the Condition Precedent set out in Section 6.1.1 (c) and 6.1.2 (c) above shall be considered satisfied if, as at the Final Signing Date, the final aggregate area of the Property differs by less than +/- 0.1% from the total expected area of the Property set out in Section 6.1.1 (c) and 6.1.2 (c), subject to adjustment in size of Property B due to location of Railway Line as per Clause 4.2., however, in any case the change within +/- 0.1 % may not affect the Purchaser's proposed layout of the Plant, the Plant's building permit application or the construction of the Plant. In such case, the Purchase Price under the Final Sale and Purchase Agreement shall be adjusted according to Section 7.1 below. The Parties declare that it shall not constitute a breach and the Condition Precedent set out in Section 6.1.3 (b) above shall be considered satisfied if, as at the Final Signing Date for Additional Land, the final aggregate area of the Additional Land differs by less than +/- 10 % from the total expected area of the Additional Land, subject to adjustment in size of Additional Land due to location of wires, however, in any case the differences and adjustments may not affect the Purchaser's proposed layout of the transformation station or parking spaces of the Plant planned for the Additional Land.

6.3 If any of the owners/registered beneficiary of the Original Properties initiate any lawsuits, claims or administrative proceedings challenging the acquisition or expropriation of the Original Properties by the Municipality, the Seller shall procure that the Municipality proceeds with the legal proceedings at its own cost. Legal costs of such eventual lawsuits related to the acquisition or expropriation of the Original Properties shall be borne by the Seller, including in particular if as a result of legal remedy procedures the lawsuit would be returned to first instance court, the Seller shall be responsible for handling, financing and carrying out the respective lawsuit at its own costs. For the purpose of Sections 5.1-5.2 above, the Seller shall notify the Purchaser in writing about the satisfaction of each and all Conditions Precedent mentioned in Section 6.1 within 3 (three) Business Days, with the exception of the Condition Precedent specified in Section 6.1.2 p) which shall be satisfied by the Purchaser.

6.4 The Seller, within its competence and capacity respectively, undertakes (i) to acquire the exclusive title to the Original Properties on the basis of real property sale and purchase agreements to be concluded with the Municipality in a way and at a time which enables the satisfaction of all Conditions Precedent as agreed upon among the Parties; (ii) to make all legally possible steps and to take all measures for the satisfaction of all Conditions Precedent as soon as reasonably possible, but not later than the agreed time respectively; and (iii) to bear the costs and expenses associated with the satisfaction of the Conditions Precedent, with the exception of the Condition Precedent specified in Section 6.1.2 p) which shall be satisfied by the Purchaser and with the exception of the Condition Precedent specified in Section 6.1.2 q) being an assumption based on which this Agreement is concluded for Property B, but for the satisfaction of which the Parties have no control.

6.5 The Parties agree that for the purposes of the conclusion of the Final Sale and Purchase Agreement, any of the Conditions Precedent may be waived in writing by the Purchaser. If the Purchaser has notified the Seller that it waives any of the Conditions Precedent (or any of its part) (such notice of waiver the "Waiver Notice"), then (provided, for the avoidance of doubt, that the remaining Conditions Precedent have been satisfied or waived, as applicable), the Parties shall proceed with the conclusion of the Final Sale and Purchase Agreement as stated in Section 5.1-


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managing director

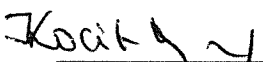
5.2 hereof.

7. PURCHASE PRICE OF THE PROPERTIES AND ADDITIONAL LAND

- 7.1 The Parties agree that, based on the results of land evaluation conducted by the Municipality, they specify the Purchase Price for the Properties and the Purchase Price for the Additional Land hereunder:
- 7.1.1. The Parties agree that the mutually agreed **Purchase Price for Property A is EUR 11.80 / sqm + VAT** (that is eleven Euros and eighty Euro cents / square meter + VAT), which is **in aggregate EUR 12,395,203.8 + VAT**, calculated based on the total expected area of the Property A, **equal to gross EUR 15,741,908.8**. Accordingly, the Parties shall determine the final aggregate sqm-based Purchase Price for Property A in the Final Sale and Purchase Agreement for Property A, based on the total final area of the Property A as at the Final Signing Date for Property A.
- 7.1.2. The Parties agree that the mutually agreed **Purchase Price for Property B is EUR 11.80 / sqm + VAT** (that is eleven Euros and eighty Euro cents Euros / square meter + VAT), which is **in aggregate EUR 13,452,000 + VAT**, calculated based on the total expected area of the Property B, **equal to gross EUR 17,084,040**. Accordingly, the Parties shall determine the final aggregate sqm-based Purchase Price for Property B in the Final Sale and Purchase Agreement for Property B, based on the total final area of the Property B as at the Final Signing Date for Property B
- 7.1.3 The Parties agree that the mutually agreed **Purchase Price for the Additional Land is EUR 11.80 / sqm + VAT** (that is eleven Euros and eighty Euro cents Euros / square meter + VAT), to be calculated based on the total registered area of the Additional Land. Accordingly, the Parties shall determine the final aggregate sqm-based Purchase Price for Additional Land in the Final Sale and Purchase Agreement for Additional Land.
- 7.2 The Parties acknowledge that the Purchase Price of the Property establishes a fixed price which has been determined with reference to the terms and conditions, in particular to the Conditions Precedent and the Seller's Covenants and Warranties and the Purchaser's Covenants and Warranties under this Agreement. The Purchaser acknowledges that it shall bear the costs arising from the land levelling works on the Property.
- 7.3 The Parties agree that in the course of Due Diligence, the Purchaser and its advisers shall be granted sufficient opportunity to review the Disclosed Information and obtain additional information and clarifications from the Seller where necessary, and that on the basis of the Disclosed Information and the additional information and clarifications obtained from the Seller, the Purchaser shall make its own independent evaluation of the Properties and the Additional Land. The Parties consider the Purchase Price and the Purchase Price for the Additional Land as fair market price and they expressly exclude the application of disproportionality, as a reason to challenge validity, in accordance with Section 6:98 (2) of the Civil Code.

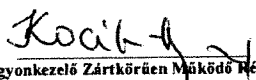
8. PAYMENT OF THE PURCHASE PRICE FOR THE PROPERTIES AND ADDITIONAL LAND

- 8.1 The Amount of the Purchase Price Advance:
- 8.1.1. The Parties agree that the Purchaser shall pay the Purchase Price Advance for Property A equal to **8% of the Purchase Price for Property A**, which is altogether **EUR 991,616.3 + VAT**, equal to **gross EUR 1,259,352.7**, as earnest money (in Hungarian: *foglaló*, Section 6:185 of Civil Code (*Ptk.*) to the Seller by irrevocable wire transfer to the Seller's Bank Account within 15 (fifteen) Business Days as of the signing of the present Agreement. The day on which the Purchase Price Advance for Property A is credited on the Seller's Bank Account shall be the payment date of the Purchase Price Advance for Property A.


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managing director

- 8.1.2. The Parties agree that the Purchaser shall pay the Purchase Price Advance for Property B equal to **8% of the Purchase Price for Property B**, which is altogether **EUR 1,076,160 + VAT**, equal to **gross EUR 1,366,723.2**, as earnest money (in Hungarian: foglalt, Section 6:185 of Civil Code (Ptk.) to the Seller by irrevocable wire transfer to the Seller's Bank Account within 15 (fifteen) Business Days as of the signing of the Final Sale and Purchase Agreement for Property A. The day on which the Purchase Price Advance for Property B is credited on the Seller's Bank Account shall be the payment date of the Purchase Price Advance for Property B.
- 8.2 The Parties hereby agree that the Seller shall issue the invoice on the Purchase Price Advance in accordance with the content and form required by the relevant laws and shall deliver such invoice to the Purchaser within 10 (ten) Business Days before the target date of receiving the Purchase Price Advance, at the latest.
- 8.3 The Parties declare that they are aware of the legal nature of the Purchase Price Advance qualifying as earnest money (in Hungarian: foglalt). If the Final Sale and Purchase Agreement is executed and the Final Sale and Purchase Agreement is performed, the Purchase Price Advance shall be credited to the Purchase Price payable. If (i) the Final Sale and Purchase Agreement is not concluded or (ii) this Agreement or the Final Sale and Purchase Agreement is terminated for reasons attributable to neither or both of the Parties, the Purchase Price Advance shall be returned. In case the Purchaser is found solely responsible for the failure of performance as a result of which (i) the Final Sale and Purchase Agreement is not concluded or (ii) this Agreement or the Final Sale and Purchase Agreement has been rescinded, the Purchaser shall forfeit the Purchase Price Advance that it has paid to the Seller with the Seller having no right to claim Losses from the Purchaser in excess of the Purchase Price Advance. If the Municipality or the Seller shall be regarded solely responsible for the failure of performance resulting in (i) the non-conclusion of the Final Sale and Purchase Agreement, (ii) the rescission of this Agreement or the Final Sale and Purchase Agreement, (iii) the failure or delay in the fulfillment of the conditions precedent according to 6.1.1 and 6.1.2, (iv) the violation of obligations, covenants and warranties of the Municipality and the Seller as defined in this Agreement and the Final Sale and Purchase Agreement, or (v) the failed or delayed transfer of the sole, exclusive and unrestricted ownership to the Property to the Purchaser compared to the agreed upon schedule, the Seller shall refund twice the amount of the Purchase Price Advance it has received with the Purchaser still having right to claim Losses from the Seller in excess of the refunded amount.
- 8.4 The Amount of the Remaining Purchase Price:
- 8.4.1. Subject to the terms and conditions of the Final Sale and Purchase Agreement as regards the Property A, within 15 (fifteen) Business Days as of the signing of the Final Sale and Purchase Agreement the Purchaser shall pay the Remaining Purchase Price for Property A equaling to 92% of the total Purchase Price for Property A, i.e. the Purchase Price for Property A minus the Purchase Price Advance for Property A, which is **net of EUR 11,403,587.5 + VAT**, which equals to the **gross amount of EUR 14,482,556.1 including the VAT** amount payable on the Remaining Purchase Price for Property A, excluding the VAT paid on the Purchase Price Advance for Property A, to the Seller by irrevocable wire transfer to the Seller's Bank Account in one instalment against the receipt of the invoice issued in accordance with Section 8.5 below (i.e. the total VAT, minus the VAT payable after the Purchase Price Advance for Property A, is payable on the Final Signing Date for Property A as per this Section). The day on which the Remaining Purchase Price for Property A is credited on the Seller's Bank Account shall be the payment date.
- 8.4.2. Subject to the terms and conditions of the Final Sale and Purchase Agreement as regards the Property B, within 15 (fifteen) Business Days as of the signing of the Final Sale and Purchase Agreement the Purchaser shall pay the Remaining Purchase Price for Property B equaling to 92% of the total Purchase Price for Property B, i.e. the Purchase Price for Property B minus the


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Purchase Price Advance for Property B, which is **net of EUR 12,375,840.-** equaling to the **gross amount of EUR 15,717,316.8 including the VAT** amount payable on the Remaining Purchase Price for Property B, excluding the VAT paid on the Purchase Price Advance for Property B, to the Seller by irrevocable wire transfer to the Seller's Bank Account against the receipt of the invoice issued in accordance with Section 8.5 below (i.e. the total VAT, minus the VAT payable after the Purchase Price Advance for Property B, is payable on the Final Signing Date for Property B as per this Section). The day on which the Remaining Purchase Price for Property B is credited on the Seller's Bank Account shall be the payment date.

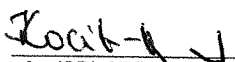
- 8.5 The Parties hereby agree that the Seller shall issue the invoice on the Purchase Price of the concerning Property by indicating the payment deadline set out in Section 8.4 above in accordance with the content and form required by the relevant laws and shall deliver such invoice to the Purchaser within 5 (five) Business Days of the Final Signing Date for the concerning Property.
- 8.6 The final closing of the transaction contemplated herein as regards the Properties shall be the date when the full amount of the Remaining Purchase Price for the concerning Property has been paid in accordance with this Section 8 ("Closing Date").
- 8.7 Within 15 (fifteen) Business Days as of the signing of the Final Sale and Purchase Agreement for Additional Land the Purchaser shall pay the Purchase Price for Additional Land to the Seller by irrevocable wire transfer to the Seller's Bank Account in one installment against the receipt of the invoice issued by the Seller. The day on which the Purchase Price for Property Additional Land is credited on the Seller's Bank Account shall be the payment date and closing date of the transaction for Additional Land.

9. TRANSFER OF POSSESSION OF THE PROPERTIES

- 9.1 The Seller shall hand over the possession over the Property and the Additional Land to the Purchaser in the same physical condition as it was on the Signing Date (except any change to the physical condition of the Property and the Additional Land due to the Purchaser's activities pursuant to the Early Access Agreement) on the date of the Closing Date ("**Handover Date**"). The Seller is obliged to continuously maintain the condition of the Property and the Additional Land from the execution of this Agreement until the Handover Date (inclusive) and to make all measures immediately, which are necessary for this purpose.
- 9.2 The Purchaser shall enjoy all rights and obligations as defined in this Agreement and the Early Access Agreement.

10. EARLY ACCESS RIGHT OVER THE PROPERTIES AND ADDITIONAL LAND

- 10.1.1 The Parties record that an Early Access Agreement was concluded by and between the Seller and the Purchaser for the extent of the Limited Early Access Right of the Purchaser. The Parties hereby agree that the provisions of the Early Access Agreement shall be replaced by the provisions of the present Agreement relating to the Limited Early Access Right with effective from the signature of the present Agreement.
- 10.1.2 The Parties agree that the Purchaser shall have Early Access Right over the Properties as follows: In terms of all the Original Properties, the Purchaser shall have Limited Early Access right from the date of the signing of the Early Access Agreement. During the exercising of the Limited Early Access Right, the Purchaser shall proceed in a manner that results in no damage and the least possible interference and shall compensate the Seller for certified damages incurred by the Purchaser during the Purchaser's exercising the Limited Early Access Right. The Limited Early Access Right shall not entitle the Purchaser to carry out any construction or land work activity on the Original Properties.

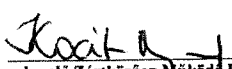

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Purchaser
represented by: He Wei
managing director

- 10.1.3 As of the date of the signing of this Agreement, the Purchaser shall have Extended Early Access Right for the Original Properties owned by the Seller or the Municipality, as marked with red on [REDACTED]
- 10.1.4 For the Purchaser to exercise its Extended Early Access Right for those Original Properties which are not owned by the Seller or the Municipality at the date of signing hereof, marked with blue on [REDACTED] the Seller shall provide the Extended Early Access Right from the date of acquiring title to the Original Properties in question which in the case of Property A shall not be later than 31 August 2022
- 10.1.5. As of the date of signing hereof the Purchaser shall be entitled to access the Additional Land for the purpose of measuring and designing activities related to the structures to be located on the Additional Land by the Purchaser. Also, the Seller shall give its consent to the Purchaser for it to submit a building permit for the Additional Land following signing of this Agreement.

11. TRANSFER OF TITLE

- 11.1 Based on the documentary escrow agreement to be concluded by the Parties and the Escrow Agent simultaneously with the signing of the Final Sale and Purchase Agreement for the concerning Property, the Seller shall place into escrow at [REDACTED] as Escrow Agent 6 (six) originals of its Registration Consent, issued in a form suitable for the registration of the Purchaser's title to the Property in the land registry, indicating the Seller's unconditional, irrevocable and express consent to the registration in the land registry of the Purchaser's title to the Property under legal title of sale and purchase. Based on the documentary escrow agreement to be concluded by the Parties and the Escrow Agent simultaneously with the signing of the Final Sale and Purchase Agreement for the Additional Land, the Seller shall place into escrow at [REDACTED] as Escrow Agent 6 (six) originals of its Registration Consent, issued in a form suitable for the registration of the Purchaser's title to the Additional Land in the land registry, indicating the Seller's unconditional, irrevocable and express consent to the registration in the land registry of the Purchaser's title to the Additional Land under legal title of sale and purchase.
- 11.2 By signing the Final Sale and Purchase Agreement for the concerning Property, the Seller shall within 3 (three) business days give its express, unconditional and irrevocable consent to the Purchaser to submit to the competent Land Registry Office the Final Sale and Purchase Agreement along with an application for registering the Purchaser's title to the concerning Property, and request the competent Land Registry Office to have the Final Sale and Purchase Agreement submitted in the land registry for a period of at least 6 (six) months, and keep the application pending pursuant to Section 47/A(1)(b) of Act CXLI of 1997 on Real Estate Registration until the submission of the Registration Consent to the competent land registry office, but in any case up to 6 (six) months from the submission of the Final Sale and Purchase Agreement of the concerning Property to the land registry office. Simultaneously with signing of the Final Sale and Purchase Agreement, the Deletion Consent aiming the deletion of the side note for the Purchaser's ownership registration request is to be deposited with the Escrow Agent. Handover and release of the Deletion Consent by the Escrow Agent for the event of the Seller's rescission from this Agreement shall be regulated in the documentary escrow agreement. By signing the Final Sale and Purchase Agreement for the Additional Land, the Seller shall within 3 (three) business days give its express, unconditional and irrevocable consent to the Purchaser to submit to the competent Land Registry Office the Final Sale and Purchase Agreement for the Additional Land along with an application for registering the Purchaser's title to the concerning Additional Land, and request the competent Land Registry Office to have the Final Sale and Purchase Agreement for the Additional Land submitted in the land registry for a period of at least 6 (six) months, and keep the application pending pursuant to Section 47/A(1)(b) of Act CXLI of


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Purchaser
represented by: He Wei
managing director

1997 on Real Estate Registration until the submission of the Registration Consent to the competent land registry office, but in any case up to 6 (six) months from the submission of the Final Sale and Purchase Agreement for the Additional Land to the land registry office. Simultaneously with signing of the Final Sale and Purchase Agreement for the Additional Land, the Deletion Consent aiming the deletion of the side note for the Purchaser's ownership registration request is to be deposited with the Escrow Agent. Handover and release of the Deletion Consent by the Escrow Agent for the event of the Seller's rescission from this Agreement shall be regulated in the documentary escrow agreement.

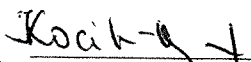
11.3 The Escrow Agent shall release all originals of the Registration Consent from escrow in favor of the Purchaser not later than 3 (three) Business Days from the Closing Date, and submit the necessary counterparts thereof to the competent land registry office along with the request for registration of the Purchaser's title to the Property not later than 1 (one) Business Day following the date of release of the Registration Consent from escrow. For this purpose, the Seller undertakes to notify the Escrow Agent on the occurrence of the Closing Date as set out in Section 8.6 without delay. The Escrow Agent shall release all originals of the Registration Consent of the Additional Land from escrow in favor of the Purchaser not later than 3 (three) Business Days from the Closing Date, and submit the necessary counterparts thereof to the competent land registry office along with the request for registration of the Purchaser's title to the Additional Land not later than 1 (one) Business Day following the date of release of the Registration Consent of the Additional Land from escrow. For this purpose, the Seller undertakes to notify the Escrow Agent on the payment of the Purchase Price for the Additional Land as set out in Section 8.6 without delay.

11.4 The title to the concerning Property passes onto the Purchaser upon the payment of the Purchase Price and the registration of the Purchaser's title to the concerning Property in the land registry. The title to the Additional Land passes onto the Purchaser upon the payment of the Purchase Price for the Additional Land and the registration of the Purchaser's title to the Additional Land in the land registry.

12. OTHER COVENANTS OF THE SELLER

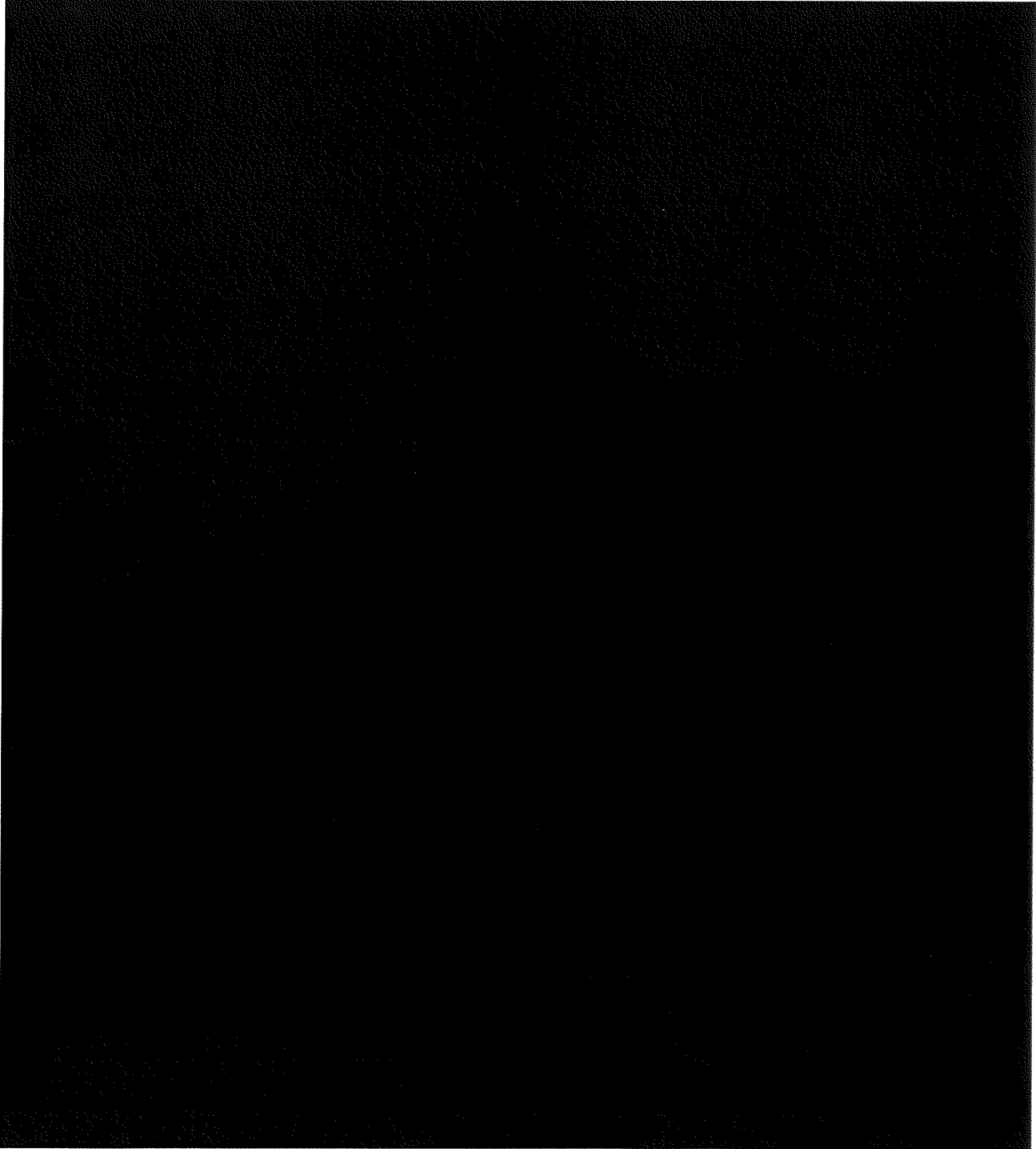
12.1 Registration in the Land Registry and de-registration of the Encumbrances

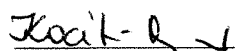
- (i) The Seller shall ensure that no application for the registration is reflected on the title deed of the Property A and the Property B which might hinder the sale and transfer of the Property A and the Property B to the Purchaser prior to the signing of the Final Sale and Purchase Agreement as regards the Property A and the Property B respectively.
- (ii) The Seller shall, immediately upon the signing of the Final Sale and Purchase Agreement as regards the Property A and the Property B respectively, have such agreements registered in the land registry in favor of the Purchaser to secure the acquisition of the Property A and the Property B by the Purchaser and prevent any application for application that might hinder the sale and transfer of the Property A and the Property B to the Purchaser.
- (iii) The Seller shall, immediately upon the signing of the Final Sale and Purchase Agreement for Additional Land, have such agreement registered in the land registry in favor of the Purchaser to secure the acquisition of the Additional Land by the Purchaser and prevent any application for registration that might hinder the sale and transfer of the Additional Land to the Purchaser.
- (iv) The Seller shall have the Encumbrances listed in [REDACTED] concerning Property A de-registered by the Long Stop Date for Property A at its own cost with the


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represented by: He Wei
managing director

exception of the easement rights specified therein (including the underlying pipelines) which shall de-registered and relocated outside the area of Property A at the cost of the Seller by 31 December 2022. The Purchaser shall issue its consent and authorization for the Seller to act at the respective authorities and beneficiaries, for the purpose of de-registering and re-locating such easements and pipelines concerning Property A. The Seller shall have the Encumbrances listed in [REDACTED] concerning Property B de-registered and the underlying pipelines relocated outside the area of Property B at its own cost prior to the Final Signing Date for Property B.




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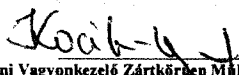
13. REPRESENTATIONS, WARRANTIES AND OTHER DECLARATIONS

13.1 Seller's Warranties

- (a) The Seller undertakes to ensure to the Purchaser that, the representations and warranties set out in Section 1 of [REDACTED] are true, correct and accurate on the Signing Date, and the representations and warranties set out in Section 2 [REDACTED] are true, correct and accurate in terms of the Properties on the Final Signing Date (the "Seller's Warranties").
- (b) The Seller's Warranties shall be limited by (and the Seller shall not be responsible for any breach of the Seller's Warranties due to) facts and circumstances which (i) the Seller disclosed in the Disclosed Information prior to Signing Date if they cannot be remedied, amended or fixed afterwards, or (ii) were information accessible to anyone in relation to the Properties from the following Hungarian public registries: land registry, zoning rules and company registry.

13.2 Purchaser's Warranties

The Purchaser undertakes to ensure and represents and warrants to the Seller that, the representations and warranties set out in [REDACTED] are true, correct and accurate on the Signing Date and the Final Signing Date (the "Purchaser's Warranties")


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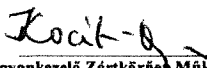
14. BREACH OF AGREEMENT

14.1 Seller's breach

- (a) In the event that the Seller breaches any of its obligations, covenants or warranties under this Agreement or the Final Sale and Purchase Agreement then the Purchaser is entitled to, in addition to the , claim any and all Loss.
- (b) The Parties agree that, except for breach of Seller's warranties as listed in Section 2.3, Section 2.4, Section 2.6 and Section 2.7 of [REDACTED] and breach of covenants and indemnities as set out in Sections 12.1, 14.1 e)-f) and 6.1.2 (o) hereof, in no circumstances shall the maximum aggregate liability of the Seller for any and all claims for the Loss exceed the amount of the Purchase Price in value if the liability is not based on the intent or gross negligence of the Municipality or the Seller. In terms of the Seller's warranties in Section 2.3, Section 2.4, Section 2.6 and Section 2.7 of [REDACTED] and Seller's covenants and indemnities specified under Sections 6.1.2 (o) above and 14.1 e-f) below, the maximum aggregate liability of the Seller for any and all claims for the Loss may not exceed 120 % of the Purchase Price of the relevant Property unless the liability is based on the intent or gross negligence of the Municipality or the Seller. The Seller acknowledges that it may not rely on any COVID-19 Events for the purpose of the exemption from the breach of this Agreement or any delay in the performance thereof, unless such COVID-19 Events were indeed unforeseen and unexpected as at the Signing Date hereof, and they actually prevented the Seller from the due fulfilment of its obligations under this Agreement as duly justified by the Seller. In case of the occurrence of such COVID-19 Events, the provisions of Section 16.1 shall apply.
- (c) Should any explosives be found in the territory of the Property that have not been duly disarmed, the Purchaser shall inform the Seller about such discovery and the Seller undertakes to have such explosives disarmed by the competent authorities/persons within 2 (two) Business Days at the latest at the Seller's own costs, under which period there is no Seller's breach.
- (d) The Seller is aware of the contents of the Environmental Due Diligence Report of Dec. 22, 2021 and its supplement, as prepared by the Bilfinger Tebodín Hungary Ltd.
- (e) The Seller, at its own costs, shall de-contaminate the Properties from the Hazardous Materials, if any required to be decontaminated pursuant to the Environmental Laws.
- (f) The Parties agree that the Project shall not in any way be adversely affected by the condition of the ground water and/or the Hazardous Materials as stated in the section 14.1(e) above, and the Seller shall indemnify the Purchaser against any penalties, fines, damages and losses incurred at the Purchaser because of the condition of the groundwater existed at Handover Date and/or the Hazardous Materials.

14.2 Purchaser's breach

- (a) In the event that the Purchaser breaches any of its obligations and/or covenants under this Agreement then the Seller is entitled to claim any and all Loss that does not exceed the amount of Purchase Price.
- (b) With respect to the Purchaser's Warranties, the Parties agree that the Seller may not seek to enforce claims connected to the breach of the Purchaser's Warranties in value below the de minimis limit of EUR 100,000 (i.e. one hundred thousand Euros) per individual claim.


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Purchaser
represented by: He Wei
managing director

15. RESCISSION OF THIS AGREEMENT AND THE FINAL SALE AND PURCHASE AGREEMENT AND TERMINATION OF THIS AGREEMENT

15.1 Rescission in case of the non-fulfilment of the Conditions Precedent

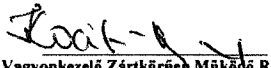
15.1.1 Should the Seller fail to duly satisfy any of the Conditions Precedent (excluding the Condition Precedent in Section 6.1.2 p)) or any of the Conditions Precedent is not satisfied, as set out in Section 6.1 by the respective Long Stop Date, the Purchaser may rescind this Agreement and thus it shall neither be obliged to conclude the Final Sale and Purchase Agreement, nor shall it pay the Purchase Price to the Seller. In cases where none or both of the Parties is or are liable for the non-satisfaction of the Condition Precedent, the Seller shall be obliged to pay back to the Purchaser in one installment the Purchase Price Advance within 15 (fifteen) Business Days of the receipt of the Purchaser's rescission notice.

15.1.2 Should the Purchaser fail to deliver the Notice for Property B to the Seller by 31 December 2024 at the latest, the Parties shall not be obliged to conclude the Final Sale and Purchase Agreement for Property B in which case the Seller shall be obliged to pay back to the Purchaser in one installment the Purchase Price Advance by 15 January 2025, unless agreed by the Parties otherwise as per Section 15.1.3 below.

15.1.3 If the Purchaser fails to deliver the Notice for Property B to the Seller by 31 December 2024 at the latest, for a reason being outside of the Purchaser's control, the Parties shall discuss in good faith the potential extension of the Long Stop Date for the Property B.

15.2 Rescission in case of an Event of Default until the Final Signing Date

- (a) The occurrence of any of the following events qualifies as an event of default under this Agreement (each such event is hereinafter referred to as an "Event of Default"):
 - (i) Failure by the Seller to comply with any of its covenants, warranties and obligations under this Agreement including the ones specified in Sections 14.1 e)-f);
 - (ii) Failure by the Purchaser to comply with any of its covenants, warranties and material obligations under this Agreement; and
 - (iii) The falsehood or inaccuracy of any representation, warranty or statement made by the Seller or the Purchaser in this Agreement.
- (b) The Parties declare that any act or omission that prevents or jeopardizes or which may prevent or jeopardize the fulfilment of the purpose of this Agreement is deemed to be a failure to comply with any of the material obligations within the meaning of Section 15.20(a) above.
- (c) Unless this Agreement provides otherwise, upon the occurrence of an Event of Default, at any time after the date when the non-defaulting Party becomes aware of the Event of Default, the non-defaulting Party shall request from the other Party in writing to remedy the Event of Default by imposing on the defaulting Party a deadline of 10 (ten) Business Days.
- (d) Unless this Agreement provides otherwise, upon the date on which the deadline referred to in Section 15.2 (c) above expires, the non-defaulting Party may rescind this Agreement by delivering to the defaulting Party a written rescission notice. Should this Agreement be rescinded by the Purchaser as a result of the Seller's Event of Default, twice the amount of the Purchase Price Advance (in accordance with the rules of earnest money as set forth in Section 8.3) already paid shall be paid back to the Purchaser within 15 (fifteen) days of the termination of this Agreement, not including the occurrence of a Force Majeure Event, the


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Purchaser
represented by: He Wei
managing director

legal consequences of which are regulated in Section 16.1 below (*Force Majeure Event*). Should this Agreement be rescinded by the Seller as a result of the Purchaser's Event of Default, the Purchaser shall lose the amount of the Purchase Price Advance already paid (in accordance with the rules of earnest money as set forth in Section 8.3), however the Purchaser shall be entitled to claim reimbursement for the value-added investments made by the Purchaser when exercising its Early Access Right.

- (e) The Seller shall be liable for and indemnify the Purchaser against, subject to the liability cap in terms of the breach of the Seller's Warranties set out in Section 14.1 (b) above (if applicable), any liability or Loss arising from, and any costs incurred as a result of the Seller's Event of Default and associated with the rescission of this Agreement by the Purchaser due to the Seller's Event of Default pursuant to Section 14.1 above.
- (f) The Purchaser shall be liable for and indemnify the Seller against any liability or Loss arising from, and any costs incurred as a result of the Purchaser's Event of Default and associated with the rescission of this Agreement by the Seller due to the Purchaser's Event of Default. In no case shall the liability of the Purchaser exceed the amount of Purchase Price.
- (g) Any rescission of this Agreement may be exercised by the date of transfer of title for Property B to the Purchaser or by 31 December 2024, whichever occurs earlier.

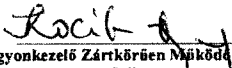
16. FORCE MAJEURE EVENTS AND COVID-19 EVENTS

16.1 Force Majeure Events

- (a) None of the Parties shall be liable for the non-performance of their respective obligations resulting from the occurrence of a Force Majeure Event. Furthermore, the obligations affected by such occurrence shall be suspended for the duration of such Force Majeure Event.
- (b) Any Party that invokes a Force Majeure Event shall notify the other Party in writing of the main elements of such Force Majeure Event and its probable consequences as soon as possible but in any case within 15 (fifteen) days of observing or becoming aware of it.
- (c) In all cases, the Party concerned shall take all necessary measures to minimize the impact of the Force Majeure Event on the performance of its obligations and to ensure, as soon as possible, the resumption of the normal performance of the obligations affected by the Force Majeure Event.
- (d) If the suspension of obligations resulting from a Force Majeure Event exceeds 15 (fifteen) days, the Parties shall meet as soon as possible to examine the impact of the events on the implementation of the Project. The Parties shall consider all solutions permitting the adaptation of the Project to the new situation, taking into account, in particular, all measures which would permit the Purchaser to continue with the Project.
- (e) If a Force Majeure Event lasts for more than 30 (thirty) days and where the Parties have failed to agree to adapt the Project so that it becomes economically feasible even in the changed circumstances that are occurred due to the Force Majeure Event, either Party may rescind this Agreement.

16.2 COVID-19 Events

The Parties agree that none of the provisions included in Section 16.1 shall apply in case of the occurrence of any COVID-19 Event, since the Parties have been aware of the possibility of the


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Purchaser
represented by: He Wei
managing director

occurrence thereof as at the Signing Date and have determined the deadlines and legal consequences set out in this Agreement by duly taking into account the possibility of said COVID-19 Events, unless such COVID-19 Events were indeed unforeseen and unexpected and they actually prevented the Seller from the due fulfilment of its obligations under this Agreement as duly justified by the Seller. In this latter case, the provisions under Section 16.1 shall apply.

17. CONFIDENTIALITY

The Parties shall hold in strict confidence all information obtained from one another with respect to each other and in connection with this Agreement, the Final Sale and Purchase Agreement including the existence and the contents thereof. The Parties further undertake not to disclose the above information without the other's prior written consent, except for the representatives of the Parties, and except in response to a court process or official administrative procedure and to the public utility service providers, the legal counsels and financial advisors of the Parties.

18. NOTIFICATIONS

- 18.1 Any notices referred to in this Agreement shall be issued in writing and sent to the following address of the Parties by hand delivery or by registered mail with acknowledgement of receipt, or by e-mail. The Parties hereby appoint the following contact persons:

On behalf of the Seller:

Name: Kocsik-Marossy Virág - CEO

Address: 4025 Debrecen, Piac utca 77. 2. em. 5. sz. iroda.;

E-mail address: marossy.virag@dvt.hu

On behalf of the Purchaser:

Contemporary Amperex Technology Hungary Projekt Menedzsment Korlátolt Felelősségű Társaság

Name: He Wei

Address: Registered seat of the Purchaser

With a copy to: Allen Wu

Contemporary Amperex Technology Thuringia GmbH

Address: Robert-Bosch-Straße 1, 99310 Arnstadt, Germany

Email: WuB06@CATL.com

- 18.2 This Agreement has been drafted and signed in English language, with Hungarian translation to be provided following signing hereof, with the English version prevailing over the Hungarian version upon discrepancy between the two versions. Any communication to be made under or in connection with this Agreement shall be made in writing only, in English languages, and shall be sent by mail with the acknowledgement of receipt (which may be replaced by the written acknowledgement of receipt in case of delivery by courier) to the postal address of the Parties specified in Section 18.1 hereof, or by electronic means to the e-mail address indicated in Section 18.1. Any notice made under or in relation to this Agreement and sent by mail with the acknowledgement of receipt shall be deemed delivered on the 5th (fifth) day following the date of the attempted delivery (including without limitation the cases where the acknowledgment of


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receipt returns from the relevant address with a sign "not picked up by the addressee", "addressee unknown", "the addressee refused delivery", or any other sign having similar content). In case of the delivery via electronic means, the date of the access to the notice shall be deemed the date of delivery.

19. MISCELLANEOUS PROVISIONS

19.1 Costs

The Parties shall bear their own costs incurred by the respective Party in connection with this Agreement or - if applicable - the Final Sale and Purchase Agreement, except if it is determined under this Agreement expressly otherwise.

19.2 Representation

With respect to this Agreement and the Final Sale and Purchase Agreement, the Parties shall be represented by separate legal counsels.

19.3 Unenforceability

In the event that any of the provisions of this Agreement is held invalid or inapplicable, the remaining provisions of this Agreement will remain in full force. In such event, the provision that has been invalidated or declared as inapplicable shall be amended in a manner that reflects the Parties' intention and ensures the achievement of the economic and legal purposes that the Parties intended to achieve with the relevant invalid or inapplicable provision.

19.4 Assignment and amendments

- (a) The Parties may assign their rights arising out of this Agreement only with the prior written consent of the other Party.
- (b) This Agreement shall only be amended in writing by the mutual consent of the Parties.

19.5 Governing law and entry into force

- (a) The Parties hereby agree that this Agreement and the Final Sale and Purchase Agreement shall be governed by and construed in accordance with Hungarian law. The provisions of the Civil Code shall apply for issues not regulated herein.
- (b) This Agreement enters into force on the date of its execution. If this Agreement is signed by the Parties on different dates, this Agreement shall enter into force on the date on which the last Party has duly signed this Agreement.

19.6 Certificate on the energy efficiency

In accordance with Section 1 of the Governmental Decree no. 176/2008 (VI.30.) on the certification of the buildings' energy efficiency certificate this Property is not subject to the Governmental Decree; therefore, no energy efficiency certificate has been prepared.

19.7 General assurances in terms of the Parties

- (a) The Seller hereby declares that it is a duly registered private company limited by shares under the laws of Hungary, and that its right to alienate property is not limited in any way.
- (b) The Purchaser hereby declares that it is a duly registered limited liability company under the laws of Hungary, and that its right to acquire property is not limited in any way.


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managing director

19.8 Application of the Schedules

In case a Schedule explicitly conflicts with the terms and conditions of the Agreement, then the Agreement shall prevail.

19.9 No waiver

The failure of a Party to enforce at any time any of the provisions of this Agreement, or the failure to require at any time performance by the other Party of any of the provisions of this Agreement, shall in no way be interpreted as to be a present or future waiver of rights under this Agreement, nor in any way affect the ability of a Party to enforce each and every right under this Agreement.

19.10 Dispute resolution

In the event of any dispute arising from or in connection with the present Agreement, so especially with its breach, termination, validity or interpretation, the ordinary courts shall act.

19.11 Anti-money laundering

By signing the Final Sale and Purchase Agreement, the Parties consent to the verification of their identity and the handling of their personal data and that the attorney-at-law countersigning the Final Sale and Purchase Agreement may contact the competent authorities in the course of such verification in accordance with the provisions of Act LXXVIII of 2017 and Rules No. 1/2017 (VII. 10) of the Hungarian Bar Association and consent to the performance by the proceeding attorney-at-law of the customer identification procedure in accordance with Act LIII of 2017 on the Prevention and Combating of Money Laundering and the Financing of Terrorism and to the handling and storage of any personal data acquired by it in accordance with the laws and regulations. By signing the Final Sale and Purchase Agreement, the Parties declare that the proceeding attorney-at-law has given them prior information of the purpose, method and scope of identification and the obligation to refuse to be involved as an attorney-at-law and if in the course of identification the attorney-at-law notices that any identification document is illegitimately used, the attorney-at-law is obliged to report the facts noticed in the course of identification in writing without delay to the police station competent at the place where the document would be used.

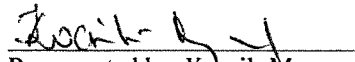
IN WITNESS WHEREOF, this Agreement has been signed by the Parties (or their duly authorized representatives) on the date stated at the beginning of this Agreement.


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Purchaser
represented by: He Wei
managing director

On behalf of Debreceni Vagyongkezelő Zártkörűen Működő Részvénytársaság as Seller:

Debrecen (Hungary), 5 September, 2022



Represented by: Kocsik-Marossy Virág
Position: chief executive officer

On behalf of Contemporary Amperex Technology Hungary Projekt Menedzsment Korlátolt Felelősségű Társaság as Purchaser:

Ningde (China), 5 September, 2022

Represented by: He Wei
Position: managing director

