

证券代码：300308

证券简称：中际旭创

公告编号：2026-039

中际旭创股份有限公司

关于控股孙公司 2026 年度增资的公告

本公司及董事会全体成员保证信息披露内容的真实、准确和完整，没有虚假记载、误导性陈述或重大遗漏。

一、交易概述

（一）交易基本情况

中际旭创股份有限公司（以下简称“中际旭创”或“公司”）于 2026 年 3 月 30 日召开第五届董事会第三十次会议，审议通过了《关于控股孙公司 2026 年度增资的议案》，为满足海外业务拓展及生产运营的资金需求，优化公司资产负债结构，持续推进公司国际化战略，为长远发展奠定坚实基础，Platte Springs Holdings, LLC（以下简称“Platte”）、BC Lumina Holdco LLC（以下简称“BC Lumina”，系贝恩资本间接持股的全资下属平台）、Aldis Limited（以下简称“Aldis”，系 Celadon Partners 间接持股的全资下属平台）拟合计出资 1.06 亿美元对公司控股孙公司 TeraHop Pte. Ltd.（以下简称“TeraHop”）进行增资，合计认购 TeraHop 2,727,904 股普通股。

（三）审议情况

本次交易经公司第五届董事会第三十次会议审议通过。根据《深圳证券交易所创业板股票上市规则》《上市公司自律监管指引第 7 号——交易与关联交易》等法律法规以及《公司章程》的相关规定，本次交易尚需提交公司股东会批准。

（四）其他说明

本次交易不构成《上市公司重大资产重组管理办法》规定的重大资产重组，亦不构成重组上市，无需经过有关部门批准。

二、公司控股孙公司基本情况

（一）基本概况

1、公司名称：TeraHop Pte. Ltd.

2、类型：有限责任公司

3、成立日期：2018年09月21日

4、注册号：201832470G

5、发行股份：118,153,846股

6、注册地址：25 International Business Park, #72/75 German Centre, Singapore 609916

7、经营范围：WHOLESALE TRADE OF A VARIETY OF GOODS WITHOUT A DOMINANT PRODUCT (46900); MANUFACTURE OF NETWORKING PRODUCTS (E.G. ROUTERS, SWITCHES) (26302)

(二) 本次变更前后股权结构

1、本次变更前的股权结构（2025年度增资交割完成后）

序号	股东名称	股东类型	持股数量	持股比例
1	苏州智达泰跃科技有限公司	有限公司	80,000,000	59.59%
2	INFIEVO HOLDING PTE. LTD.	有限公司	21,230,971	15.82%
3	VINCREST HOLDINGS PTE. LTD	有限公司	10,882,591	8.11%
4	CDH GLOBAL PAPER LIMITED	有限公司	6,307,691	4.70%
5	PLATINUM ORCHID B 2018 RSC LIMITED	有限公司	6,218,624	4.63%
6	DAXUE INVESTMENTS PTE. LTD.	有限公司	3,109,312	2.32%
7	TRUE LIGHT INVESTMENTS P PTE. LTD.	有限公司	3,109,312	2.32%
8	DAWNTON CAPITAL LIMITED	有限公司	2,153,848	1.60%
9	DAZZLING DREAM HOLDINGS LIMITED	有限公司	769,231	0.57%
10	CHARMING TIME HOLDINGS LIMITED	有限公司	461,538	0.34%
合计			134,243,118	100.00%

2、本次变更后的股权结构

鉴于本次增资的同时，CDH GLOBAL PAPER LIMITED 将其持有的 2,610,715 股股份转让给 Platte，将其持有的 1,631,697 股股份转让给 BC Lumina，将其持有的 2,065,279 股股份转让给新股东 Azure Peak L.P.（以下简称“Azure Peak”，系 Silver Summit Capital Corporation 持股的全资下属平台）。本次增资及转让后的股权结构如下：

序号	股东名称	股东类型	变动情况		持股数量	持股比例
			增资	转让		
1	苏州智达泰跃科技有限公司	有限公司	-	-	80,000,000	58.41%
2	INFIEVO HOLDING PTE. LTD.	有限公司	-	-	21,230,971	15.50%
3	VINCREST HOLDINGS PTE. LTD	有限公司	-	-	10,882,591	7.95%
4	PLATINUM ORCHID B 2018 RSC LIMITED	有限公司	-	-	6,218,624	4.54%
5	DAXUE INVESTMENTS PTE. LTD.	有限公司	-	-	3,109,312	2.27%
6	TRUE LIGHT INVESTMENTS P PTE. LTD.	有限公司	-	-	3,109,312	2.27%
7	DAWNTON CAPITAL LIMITED	有限公司	-	-	2,153,848	1.57%
8	DAZZLING DREAM HOLDINGS LIMITED	有限公司	-	-	769,231	0.56%
9	CHARMING TIME HOLDINGS LIMITED	有限公司	-	-	461,538	0.34%
10	PLATTE SPRINGS HOLDINGS, LLC	有限公司	1,519,843	2,610,715	4,130,558	3.02%
11	BC LUMINA HOLDCO LLC	有限公司	949,901	1,631,697	2,581,598	1.88%
12	AZURE PEAK L.P.	有限公司	-	2,065,279	2,065,279	1.51%
13	ALDIS LIMITED	有限公司	258,160	-	258,160	0.19%
14	CDH GLOBAL PAPER LIMITED	有限公司	-	-6,307,691	-	-
合计			2,727,904	-	136,971,022	100.00%

（三）业务情况

公司控股孙公司 TeraHop 成立于 2018 年, 作为公司光模块业务的海外经营主体, TeraHop 及其下属子公司主要从事面向海外市场的高速光模块产品的研发、生产及销售等。

（四）财务情况（2025 年 1-12 月财务数据未经审计）

单位：万美元

项目	2023 年 12 月 31 日	2024 年 12 月 31 日	2025 年 12 月 31 日
总资产	41,492.22	122,702.01	334,912.58
总负债	24,469.77	95,802.20	274,597.09
股东权益	17,022.45	26,899.81	60,315.49
归属于母公司的净资产	17,022.45	26,899.81	60,315.49
项目	2023 年度	2024 年度	2025 年度
营业收入	32,367.94	156,447.39	471,701.49
营业利润	4,332.55	10,065.46	39,312.58
净利润	3,920.50	9,632.27	33,336.50
归属于母公司损益	3,920.50	9,632.27	33,336.50

三、本次增资投资方基本情况

（一）Platte Springs Holdings, LLC

1、公司名称：Platte Springs Holdings, LLC

2、注册号：10527612

3、成立日期：2026 年 2 月 27 日

4、注册资本或股本：US Dollars 100

5、注册地址：13 W. Main Street, P.O. Box 953, in the City of Felton, County of Kent, Delaware 19943, United States of America

6、经营范围：Investment Holding

7、主要股东：Sandhill Springs Holdings, LLC

8、Platte 与公司（包括合并报表范围内的子公司）、控股股东、实际控制人、董事及高级管理人员不存在关联关系，也不存在其他可能造成或已经造成公司对其利益倾斜的其他关系。

（二）BC Lumina Holdco LLC

1、公司名称：BC Lumina Holdco LLC

2、注册号：8454

3、成立日期：2025 年 11 月 27 日

4、注册资本或股本：不适用

5、注册地址：PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands

6、经营范围：Investment holding

7、主要股东：BC Lumina Topco LLC, an entity that is owned by funds controlled by Bain Capital Credit Member, LLC and Bain Capital Special Situations Member, LLC.

8、BC Lumina 与公司（包括合并报表范围内的子公司）、控股股东、实际控制人、董事及高级管理人员不存在关联关系，也不存在其他可能造成或已经造成公司对其利益倾斜的其他关系。

（三）Aldis Limited

1、公司名称：Aldis Limited

2、注册号：430460

3、成立日期：2026 年 1 月 20 日

4、注册资本或股本：The Company's share capital comprises 1 fully paid-up ordinary share with a par value of USD0.001

5、注册地址：PO Box 500, Suite 210, 2nd Floor, Windward III, Regatta Office Park, Grand Cayman, Cayman Islands, KY1-1106

6、经营范围：INVESTMENT HOLDING

7、主要股东：Celadon Partners Investment Fund II, L.P., wholly controlled by Celadon Partners Investment Fund II, GP Limited (in its capacity as general partner of Celadon Partners Investment Fund II, L.P.)

8. Aldis 与公司（包括合并报表范围内的子公司）、控股股东、实际控制人、董事及高级管理人员不存在关联关系，也不存在其他可能造成或已经造成公司对其利益倾斜的其他关系。

四、本次交易定价依据

本次交易估值以 2025 年 11 月融资投后估值 43.17 亿美元为基础，综合考虑 TeraHop 的经营情况和未来发展，遵循公平公正合理的原则，由交易各方协商确定为 52 亿美元，未对公司独立性产生不利影响，不存在损害公司和全体股东利益的情形。

五、本次交易协议主要内容

（一）股份认购协议

2.1 Issuance and Subscription.

On the terms and subject to the conditions set forth in this Agreement, each Investor (severally and not jointly with any other Investor) agrees to subscribe for and purchase, and the Company agrees to allot and issue to each Investor, at the Closing, such number of Ordinary Shares as set forth opposite such Investor's name on Part I of Exhibit A attached hereto (such Investor's "Subscription Shares"), at an aggregate purchase price as set forth opposite such Investor's name on Part I of Exhibit A attached hereto (such Investor's "Investment Amount"), it being agreed that the Investment Amount shall be paid in accordance with Section 3.3.

2.1 发行与认购。

根据本协议规定的条款与条件，各投资者（单独而非与其他投资者共同）同意认购并购买，而本公司同意在交割时向各投资者配售并发行附件 A 第一部分中各投

投资者的姓名/名称旁所列明数目的普通股（以下简称“投资者认购股份”），而总购买价款见附件 A 第一部分相关投资者姓名/名称对应栏所载金额（以下简称“投资者投资金额”）。双方同意应按照第 3.3 条支付投资金额。

3.1 Closing.

The Closing with respect to each Investor shall take place at the Singapore office of the Company (or such other location as the Company and the Investors may agree in writing) on a date that is no later than the twelfth (12th) Business Day after all closing conditions set forth in Section 5.1 and Section 5.2 (except for such closing conditions that by their nature are to be satisfied at the Closing, it being understood that a condition that is delivery of a document is one that by its nature is to be satisfied at the Closing, but subject to the satisfaction or waiver thereof at the Closing) have been satisfied or waived, or at such other time and place as the Company and such Investor may mutually agree in writing.

3.1 交割。

就各投资者而言，交割应于本公司新加坡办事处（或本公司与投资者书面同意的其他地点）进行，且交割日期不得晚于第 5.1 条和第 5.2 条规定的所有交割条件（除根据其性质需在交割时满足的交割条件外，但需理解，文件交付等性质上需在交割时满足的条件，仍须在交割时满足或经豁免）均已满足或豁免后的第十二（12）个工作日。若本公司与相关投资者另行书面同意，交割也可在其他时间及地点进行。

3.4 Independent Closing.

Subject to the closing conditions as set out in Section 5.1, each Investor's obligation and right to consummate the Closing under this Section 3 shall be independent from any other Investor's obligation and right to consummate the Closing, and shall not be affected by any other Investor's consummation of or failure to consummate the Closing pursuant to the terms of this Agreement. There may be a total of one or multiple Closings.

3.4 独立交割。

在遵守第 5.1 条所载交割条件的前提下，各投资者根据本第 3 条完成交割的义务和权利应独立于任何其他投资者完成交割的义务和权利，且不得因任何其他投资者

依据本协议条款完成或未能完成交割而受到影响。可进行一次或多次交割。

5.1 Closing Conditions to Investors' Obligations at Closing. The obligations of each Investor to consummate its obligations at Closing under Section 3.3 are subject to the satisfaction, or waiver by such Investor, of each of the following conditions on or prior to the Closing Date:

5.1 投资者履行交割义务的先决条件。各投资者根据第 3.3 条在交割时履行其义务，须以满足或经该投资者豁免以下所有条件为前提，且该等条件须于交割日当日或之前满足：

Representations and Warranties. The Company Representations and the Management Representations shall be true and correct in all respects (in the case of those that contain any materiality or Material Adverse Effect qualifier) or in all material respects (in the case of those that contain no materiality or Material Adverse Effect qualifier) as of the date hereof and as of the Closing Date, with the same force and effect as if they were made on and as of such date (except in either case for those Company Representations that address matters only as of a particular date, which Company Representations shall have been true and correct as of such particular date).

(a) 声明与保证。本公司声明与保证及管理层声明与保证（对于包含重大性或重大不利影响限定语的声明）应于本协议签署日及交割日在所有方面真实且正确，或（对于未包含重大性或重大不利影响限定语的声明）应于该等声明与保证作出当天在所有重大方面真实且正确（但仅针对特定日期事项的本公司声明与保证，该等声明与保证应于该特定日期真实且正确）。

Performance of Obligations. The Company shall have performed, entered into, and complied with all agreements and covenants hereunder that are required to be performed or complied with by it on or before the Closing.

(b) 义务履行。本公司应已履行、签署并遵守所有其须于交割日当日或之前履行或遵守的本协议项下协议与承诺。

Legality. No Governmental Authority shall have enacted, issued or promulgated any Law that is in effect and enjoins, prevents, prohibits or otherwise makes illegal the

consummation of the transactions contemplated hereby, and no legal proceeding shall have been instituted or threatened in writing by any Governmental Authority that seeks to enjoin, prevent, prohibit or otherwise make illegal the consummation of the transactions contemplated hereby.

(c) 合法性。任何政府机构均未制定、颁布或实施任何现行有效且禁止、阻止、妨碍本协议所涉交易或以其他方式使本协议所涉交易非法的法律，且任何政府机构均未启动或书面威胁启动任何旨在禁止、阻止、妨碍本协议所涉交易或以其他方式使本协议所涉交易非法的法律程序。

External Approvals. All consents of any competent Governmental Authority or any Person that are required to be obtained by the Company on or prior to the Closing in connection with the consummation of the transactions contemplated under this Agreement and the other Transaction Documents shall have been duly obtained on or prior to the Closing.

(d) 外部批准。本公司为完成本协议及其他交易文件项下所涉交易而须于交割日当日或之前从相关政府机构或任何主体取得的所有同意，均应于交割日当日或之前正式取得。

Listed Company Shareholder Approvals. All consents of the shareholder meeting of the Listed Company that are required to be obtained pursuant to Applicable Laws in connection with the consummation of the transactions contemplated under this Agreement and the other Transaction Documents shall have been duly obtained on or prior to the Closing.

(e) 上市公司股东批准。根据适用法律，为完成本协议及其他交易文件项下所涉交易而须于交割日当日或之前从上市公司股东取得的所有同意，均应于交割日当日或之前正式取得。

Amended Constitution. The Amended Constitution having been duly approved by the Board and the shareholders of the Company, to take effect on and from the Closing Date.

(f) 修订后章程。修订后的公司章程应已由本公司董事会及股东正式批准，并自交割日起生效。

No Material Adverse Effect. No Material Adverse Effect shall have occurred and be continuing.

(g) 无重大不利影响。不得发生及持续存在任何重大不利影响。

Shareholders Agreement. The Shareholders Agreement shall have been duly executed and delivered by the Company and the other parties (other than the Investors) thereto.

(h) 《股东协议》。本公司及其他相关方（投资者除外）应已正式签署并交付《股东协议》。

(i) Closing Certificate. A senior executive officer or a director of the Company shall have executed and delivered to such Investor a closing certificate dated as of the Closing Date stating that all the conditions specified in this Section 5.1 have been fulfilled as of the Closing Date.

(i) 交割证明书。本公司的一名高级管理人员或董事应已签署并向该投资者交付一份日期为交割日的交割证明书，声明本第 5.1 条规定的所有条件已于交割日满足。

5.2 Closing Conditions to Company's Obligations at Closing.

The obligations of the Company to allot and issue the Subscription Shares to each Investor and consummate its obligations at the Closing under Section 3.2 are subject to the satisfaction, or waiver by the Company, of each of the following conditions on or prior to the Closing Date:

5.2 本公司履行交割义务的先决条件。

本公司根据第 3.2 条向各投资者配发及发行认购股份并完成其在交割时的义务，须以在交割日当日或之前满足或经本公司豁免以下所有条件为前提：

Representations and Warranties. The Investor Representations made by such Investor shall be true and correct as of the date hereof and as of the Closing Date, with the same force and effect as if they were made on and as of such date.

(a) 声明与保证。该投资者作出的投资者声明与保证应于本协议签署日及交割日真实且正确，其效力与于该等日期作出时相同。

Performance of Obligations. Such Investor shall have performed and complied with

all agreements and covenants hereunder that are required to be performed or complied with by it on or before the Closing.

(b) 义务履行。该投资者应已履行并遵守其须于交割日当日或之前履行或遵守的本协议项下所有协议与承诺。

Legality. No Governmental Authority shall have enacted, issued or promulgated any Law that is in effect and enjoins, prevents, prohibits or otherwise makes illegal the consummation of the transactions contemplated hereby, and no legal proceeding shall have been instituted or threatened in writing by any Governmental Authority that seeks to enjoin, prevent, prohibit or otherwise make illegal the consummation of the transactions contemplated hereby.

(c) 合法性。任何政府机构均未制定、颁布或实施任何现行有效且禁止、阻止、妨碍本协议所涉交易或以其他方式使本协议所涉交易非法的法律，且任何政府机构均未启动或书面威胁启动任何旨在禁止、阻止、妨碍本协议所涉交易或以其他方式使本协议所涉交易非法的法律程序。

External Approvals. All consents of any competent Governmental Authority that are required to be obtained by such Investor on or prior to the Closing in connection with the consummation of the transactions contemplated under this Agreement and the other Transaction Documents shall have been duly obtained on or prior to the Closing.

(d) 外部批准。该投资者为完成本协议及其他交易文件项下所涉交易而须于交割日当日或之前从相关政府机构取得的所有同意，均应于交割日当日或之前正式取得。

Transaction Documents. Each of the Transaction Documents, to which an Investor is a party, shall have been duly executed and delivered by such Investor.

(e) 交易文件。该投资者作为一方当事人的每份交易文件，均应已由该投资者正式签署并交付。

Purchase Agreement. The “Closing” (as defined in the Purchase Agreement) with respect to such Investor shall have occurred or have been occurring concurrently with the Closing with respect to such Investor.

(f) 《购买协议》。根据《购买协议》定义的“交割”（就该投资者而言）应已发生或正与该投资者相关的交割同时发生。

Closing Certificate. A senior executive officer or a director of such Investor shall have executed and delivered to the Company a closing certificate dated as of the Closing Date stating that all the conditions specified in this Section 5.2 have been fulfilled as of the Closing Date.

(g) 交割证明书。该投资者的一名高级管理人员或董事应已签署并向本公司交付一份日期为交割日的交割证明书，声明本第 5.2 条规定的所有条件已于交割日满足。

November 2025 Share Subscription. The closing of the transactions contemplated in the November 2025 Share Subscription Agreement.

(h) 2025 年 11 月股份认购。完成 2025 年 11 月《股份认购协议》项下所涉交易。

5.3 Satisfaction of Closing Conditions.

5.3 满足交割条件。

The Company undertakes to use all reasonable endeavors to procure that each of the closing conditions set forth in Section 5.1 is fulfilled as soon as possible after the date of this Agreement and in any event on or before the Long Stop Date.

(i) 本公司承诺将尽最大努力确保在本协议签署日后尽快满足本协议第 5.1 条规定的所有交割条件，但无论如何不得迟于最后期限。

Each Investor undertakes to use all reasonable endeavors to procure that each of the closing conditions set forth in Section 5.2 is fulfilled as soon as possible after the date of this Agreement and in any event on or before the Long Stop Date.

(b) 每位投资者承诺将尽最大努力确保在本协议签署日后尽快满足本协议第 5.2 条规定的所有交割条件，但无论如何不得迟于最后期限。

9.1 Governing Law. This Agreement shall be governed by and construed exclusively in accordance with the laws of Singapore without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than Singapore.

9.1 管辖法律。本协议应受新加坡法律管辖，并依据新加坡法律进行解释，但不

考虑可能导致适用新加坡以外任何司法管辖区法律的法律选择规则。

9.13 Effectiveness. Upon the due execution of this Agreement by all the Parties, this Agreement shall immediately be effective and binding among all the Parties.

9.13 协议生效。经所有各方正式签署本协议后，本协议即对所有各方生效并具有约束力。

9.17 Language. This Agreement is negotiated and executed in English only. Any version of this Agreement in a language other than English shall have no legal effect whatsoever.

9.17 语言。本协议仅以英文协商和签署。本协议的任何非英文版本均不具有法律效力。

(二) 股东协议

2.1 Board of Directors

2.1 董事会。

Board Composition. On and after the date hereof, the Company shall have a board of directors (the “Board”) consisting of no more than ten (10) directors. The Board shall be constituted as follows:

(a) 董事会构成。自本协议生效之日起，本公司的董事会（以下简称“董事会”）由不超过十（10）名董事组成，董事会成员应按如下方式组成：

Suzhou TeraHop shall be entitled to nominate up to six (6) directors of the Board;

(i) 苏州智达泰跃有权提名不超过六（6）名董事；

The Management Holdco shall be entitled to nominate up to two (2) directors of the Board;

(ii) 管理层控股公司有权提名不超过两（2）名董事；

Unless and until Temasek and True Light cease to collectively hold at least 3,109,312 Ordinary Shares, (if the “Subsequent Closing” as defined in the November 2025 Share Subscription Agreement has occurred), or 2,829,725 Ordinary Shares (if the “Subsequent

Closing” as defined in the November 2025 Share Subscription Agreement fails to occur), Temasek shall be entitled to nominate one (1) director of the Board; and

(iii) 除非且直至淡马锡与 True Light 合计持有的普通股数量降至以下阈值以下（若已发生 2025 年 11 月股份认购协议所定义的“后续交割”，则阈值为 3,109,312 股普通股；若未发生 2025 年 11 月股份认购协议所定义的“后续交割”，则阈值为 2,829,725 股普通股），淡马锡均有权提名一名董事进入董事会。；

Unless and until Platinum ceases to hold at least 3,109,312 Ordinary Shares, (if the “Subsequent Closing” as defined in the November 2025 Share Subscription Agreement has occurred), or 2,829,725 Ordinary Shares (if the “Subsequent Closing” as defined in the November 2025 Share Subscription Agreement fails to occur), it shall be entitled to nominate one (1) director of the Board (any director so nominated by Temasek and/or Platinum if any, the “Investor Directors”).

(iv) 除非且直至 Platinum 持有的普通股数量降至以下阈值以下（若已发生 2025 年 11 月股份认购协议所定义的“后续交割”，则阈值为 3,109,312 股普通股；若未发生 2025 年 11 月股份认购协议所定义的“后续交割”，则阈值为 2,829,725 股普通股），Platinum 有权提名一名董事进入董事会（由淡马锡和 / 或 Platinum 提名的任何董事，合称“投资者董事”）。

Each Shareholder agrees to vote all of its Shares or execute proxies or written resolutions or consents as the case may be in order to ensure that the directors duly nominated pursuant to this Section 2.1(a) be appointed to the Board. Each director of the Board shall act to fulfill his or her fiduciary duties under Singapore law regardless of his or her appointing shareholder(s). If none of the directors appointed pursuant to this Section 2.1 is ordinarily resident in Singapore, all persons entitled to nominate a director under sub-sections (i) through (iv) above shall procure that at least one (1) of the directors is ordinarily resident in Singapore.

每位股东承诺应就其所持股份行使表决权，或视情况签署委托书、书面决议或同意文件，以确保根据本第 2.1(a)条约定提名的董事能够依法被任命为董事会成员。无论由何方提名，董事均应根据新加坡法律履行其受托义务。如依本第 2.1 条提名的

董事均非新加坡惯常居住人士，则有权提名董事的各相关当事方应确保至少有一（1）名董事为新加坡惯常居住人士。

Nature of Investor Right to Nominate Directors. Notwithstanding anything to the contrary in this Agreement, (i) the right to nominate any director by an Investor (or a group of Investors) is personal to that Investor (or that group of Investors) and shall not be capable of being transferred or assigned to any Person other than its Affiliate in conjunction with a transfer of Shares permitted under this Agreement; (ii) a total of no more than two (2) Investor Directors will be in office at any point in time; and (iii) once an Investor (or a group of Investors) loses its right to nominate any Investor Director in accordance with the terms hereof, any subsequent acquisition of Shares will not revive or reinstate its nomination right previously lost.

(b) 关于投资者董事提名权的性质。除本协议另有约定外：(i) 投资者（或投资者集团）享有的董事提名权为其专属权利，除在本协议允许的股份转让情形下可随同转移给其关联方外，不得转让或以其他方式处分；(ii) 任一时点在任的投资者董事总数不得超过两（2）名；(iii) 投资者（或投资者集团）一旦根据本协议规定丧失其提名权，即使其之后再次取得股份，该提名权亦不予恢复。

Removal and Replacement. A director shall be removed from the Board, with or without cause, upon, and only upon (subject to Section 10.3), the request of the Shareholder who nominated him. If, as a result of death, disability, retirement, resignation, removal (with or without cause) of a director or otherwise, there shall exist or occur any vacancy on the Board, then (A) the Person(s) entitled under Section 2.1(a) to nominate such director whose death, disability, retirement, resignation or removal resulted in such vacancy shall have the exclusive right to nominate another individual (the “Replacement Director”) to fill such vacancy and serve as a director, and (B) subject to Section 2.1(a), each Shareholder agrees that if it is then entitled to vote for the appointment of the directors, it shall vote all of its Shares or execute proxies or written resolutions or consents as the case may be in order to ensure that the Replacement Director be appointed to the Board. If and when an Investor ceases to be entitled to nominate a director pursuant to Section 2.1(a), it shall immediately cause its nominated director to resign from the Board.

(c) 罢免与替换。董事仅因（且在受第 10.3 条约束的前提下）应提名其的股东书面请求，方可被撤换，无论是否有正当理由。若因董事死亡、丧失行为能力、退休、辞职、被撤换（无论是否有正当理由）或其他原因，导致董事会出现任何空缺，则：(A) 依据第 2.1 (a) 条，有权提名因上述情况离职的该名董事的主体，享有专属权利提名另一人（“替代董事”）填补该空缺并担任董事；且(B) 在受第 2.1 (a) 条约束的前提下，各股东同意，若其当时有权投票选举董事，则应投出其持有的全部股份的赞成票，或根据情况签署委托书、书面决议或表示同意，以确保替代董事获委任进入董事会。若投资者依据第 2.1 (a) 条不再有权提名董事，其应立即促使其所提名的董事从董事会辞职。

Chairman. The chairman of the Board shall be a director nominated by Suzhou TeraHop.

(d) 董事长。董事长应由苏州智达泰跃提名的董事担任。

Board Meeting Frequency and Notice. The Board shall meet at least once every six (6) months, unless otherwise agreed by a majority of the Board. Written notices and agendas of Board meetings as well as copies of all Board meeting materials shall be sent to every director of the Board at least five (5) days prior to the Board meeting, unless notice is waived by all the directors either at, before or after the meeting.

(e) 董事会会议频率及通知。除经董事会多数成员另行同意外，董事会应至少每六（6）个月召开一次会议。董事会会议通知、会议议程及相关会议资料应至少在会议召开前五（5）日以书面形式送达全体董事；全体董事可在会议前、会议期间或会后共同同意豁免该通知。

Voting. Each director of the Board shall have one (1) vote on any matter submitted for approval of the Board. Subject to Section 2.2(b) and unless otherwise required by Applicable Laws, the adoption of any resolution of the Board shall require the affirmative vote of a majority of the directors present at a duly constituted meeting of the Board; provided that if the numbers of votes for and against a proposal are equal, the chairman of the Board shall have a casting vote. Any action that may be taken by the Board at a meeting may instead be taken by a written resolution signed by all of the directors then in

office.

(f) 表决机制。除适用法律另有要求外，在合法构成的董事会会议上，提交表决事项须经出席董事过半数同意方可通过。每名董事拥有一票表决权；如赞成票与反对票相等，则由董事长行使决定票。董事会可通过由全体在任董事签署的书面决议代替召开会议。

3.1 Transfer Restriction on the Management Personnel.

Subject to Section 3.7, at any time prior to the QIPO, the Management Holdco shall not, and the other Company Parties shall procure that Management Personnel not, transfer any Share held by the Management Holdco without the prior written consent of the Majority Investor Shareholders. The Management Holdco shall ensure that shares issued by the Management Holdco will not be directly or indirectly transferred to any Person as a means to evade the first sentence of this Section 3.1; provided, that for the avoidance of doubt, nothing herein is intended to restrict any transfer of shares issued by the Management Holdco to any current or former member of the management team of any Group Company, any director or officer of any Group Company, and any immediate relatives or controlled entities of the foregoing.

3.1 关于管理人员转让股份的限制。

在合格首次公开发行（QIPO）完成之前，除本协议第 3.7 条另有约定外，管理层控股公司不得转让其所持股份，各公司方亦应确保管理人员不得转让管理层控股公司所持的任何股份，除非已事先取得多数投资者股东的书面同意。管理层控股公司应确保其发行的股份不会通过任何直接或间接方式转让给其他主体以规避本条款之限制。但为避免疑义，本条不限制管理层控股公司将其发行的股份转让给以下主体：集团公司现任或离任管理团队成员；集团公司董事或高级管理人员；上述人员的直系亲属或其控制的实体。

3.2 Transfer Restriction on the Investors. No Investor shall transfer any Share directly or indirectly held by it to any Restricted Transferee without the unanimous written approval by all the directors of the Board then in office. Subject to Applicable Laws, the immediately preceding sentence and Section 3.4, the Shares held by an Investor shall be

freely transferrable, and the applicable Parties shall provide necessary cooperation to effect such transfer of Shares.

3.2 关于投资者转让股份的限制。未经董事会届时在任全体董事的一致书面批准，任何投资者不得将其直接或间接持有的任何股份转让给任何受限受让方。在不违反适用法律、前一句规定及第 3.4 条的前提下，投资者所持股份应可自由转让，且相关方应提供必要的配合以完成该等股份转让。

3.3 Preemptive Right.

3.3 优先认购权。

(a) Preemptive Right. Each Shareholder shall have a right (the “Preemptive Right”) (but not an obligation) to purchase all or part of its Preemptive Pro Rata Portion of any New Securities that the Company may, from time to time after the date hereof, issue to any purchaser (the “Proposed Subscriber”) as set forth in this Section 3.3.

(a) 优先认购权。自本协议生效之日起，本公司如拟发行任何新证券，每一股东均享有（但无义务）按照其优先认购比例以同等条款优先认购该等新证券的权利（以下简称“优先认购权”）。

3.5 Right of Co-Sale.

跟随出售权。

(a) Right of Co-Sale. Subject to Section 3.7, each Investor (the “Co-Sale Holder”) shall have the right to participate in (i) a sale of Shares by Suzhou TeraHop, the Management Holdco or the New Holdco to a Person including an Investor but excluding the Listed Company, Management Holdco, Management Personnel or their respective Affiliates (a “Third Party Purchaser”), (ii) a direct or indirect sale of shares in the New Holdco by Suzhou TeraHop or the Listed Company or in Suzhou TeraHop by the Listed Company, in each case, to a Third Party Purchaser or (iii) the sale of shares in Management Holdco by Management Personnel to a Third Party Purchaser (Suzhou TeraHop, the Management Holdco, the New Holdco, Listed Company and Management Personnel, as the case may be, a “Co-Sale Transferor”), and/or (iv) a Management Buyout, as set forth in this Section 3.5 (the “Right of Co-Sale”); provided, that if such sale

constitutes or is deemed to be a Trade Sale, no Right of Co-Sale shall apply.

(a) 跟随出售权。在不违反本协议第 3.7 条的前提下，每一投资者（以下简称“跟随出售权持有人”）就下列交易享有跟随出售权：(i) 苏州智达泰跃、管理层控股公司或新控股公司向任何第三方购买人出售股份；(ii) 苏州智达泰跃或上市公司直接或间接向第三方购买人转让新控股公司股份，或上市公司直接或间接向第三方购买人转让苏州智达泰跃股份（视情况而定）；(iii) 管理人员向第三方购买人转让管理层控股公司股份（苏州智达泰跃、管理层控股公司、新控股公司、上市公司和管理成员视情况称为“跟随出售转让方”）；(iv) 管理层收购。但若该等出售构成或被视为交易出售，则本条所述跟随出售权不适用。

3.6 Rights of First Offer in Specified Sale Event.

If the Listed Company or the Company proposes to pursue a Specified Sale Event, the Listed Company or the Company (as applicable) shall promptly notify each of the Class 2025 Investors and the Management Holdco in writing (each, a “ROFO Rightholder”), and the ROFO Rightholder shall have the right, on a non-exclusive basis, to offer its written proposal to the Company for participation in the Specified Sale Event as a buyer consortium member (in the case of a Management Buyout) or as a buyer (in the case of a spin off transaction) (the “Proposal”), provided that any such Proposal shall be delivered to the Company within twenty (20) Business Days after ROFO Rightholder’s receipt of notice regarding the Specified Sale Event and any proposal delivered after such twenty- (20-) Business Day period will be disregarded. The Company will consider in good faith any such timely delivered Proposal from the ROFO Rightholder.

3.6 特定出售事件中的优先报价权。

如上市公司或本公司拟启动特定出售事件，则其应及时向每一 2025 年投资者及管理层控股公司（各称为“优先报价权持有人”）发出书面通知。优先报价权持有人有权在非排他基础上向本公司提交书面报价方案（以下简称“报价方案”）：若为管理层收购，则作为买方联合体成员提出参与；若为业务剥离或分拆交易，则作为潜在受让方/买方提出参与。该报价方案应在优先报价权持有人收到特定出售事件通知之日起二十（20）个工作日内递交至本公司；逾期提交的报价方案将不予受理。本公

司应对在期限内提交的报价方案进行诚信、审慎的评估与考虑。

4.1 Dividend Distribution.

Subject to Applicable Law and the Amended Constitution, the Board may from time to time declare dividends (including interim dividends) on the Shares of the Company outstanding and authorize payment of the same out of the funds or assets of the Company lawfully available therefor. All dividends available for distribution, if and when declared, shall be distributed ratably among all the Shareholders (except that if an alternative arrangement between Suzhou TeraHop and the New Holdco in respect of the dividends distributable to either of them, the Company will take steps to facilitate that arrangement to the extent permitted by Applicable Laws). For each fiscal year commencing from the 2028 fiscal year, the Board shall discuss and determine whether, subject to Applicable Laws and the fiduciary duty of the directors and in view of the Group's financial condition and prospects, a cash dividend shall be declared, and if so, the amount of such cash dividend will be at least the greater of (i) twenty percent (20%) of the distributable profit for the then-current fiscal year and (ii) twenty-five percent (25%) multiplied by (net cash balance – next-twelve-months net free cash outflow) as determined by the Board in good faith, where (x) “net cash balance” refers to the total cash and cash equivalents less the aggregate amount of interest-bearing outstanding indebtedness, less the sum by which trade payables exceed trade receivables (which sum shall be zero if trade payables are equal to or lower than trade receivables), and (y) if the next-twelve-months net free cash flow is a positive inflow, then the “next-twelve-months net free cash outflow” in the above formula shall be deemed to be zero, in each case based on the consolidated audited financial statements of the Company for the then-current fiscal year or, in the case of the next-twelve-months net free cash flow, the Company's approved annual budget for the subsequent fiscal year.

4.1 股息分配。

在遵守适用法律及修订后章程的前提下，董事会可不时决定宣派股息（包括中期股息），并批准使用本公司依法可分配的资金或资产进行派付。所有已宣派的可供分配股息，应按照全体股东的持股比例予以分配；但若苏州智达泰跃与新控股公司

之间就其应分配股息另有约定，本公司应在法律允许范围内予以配合和执行。自 2028 财年起，董事会应每年结合集团财务状况与未来经营规划，在不违反适用法律及董事信义义务的前提下，讨论并决定是否宣派现金股息；如决定宣派，则每一财年应分派的现金股息金额不得低于以下两者之较高值：(1) 该财年可分配利润的 20%；(2) $25\% \times (\text{净现金余额} - \text{未来十二个月净自由现金流出额})$ 。本条所称：“净现金余额”为：现金及现金等价物总额减去利息承担余额总额，再减去应付账款相较应收账款的超额部分（如应付账款不高于应收账款，则该项为零）；若未来十二个月净自由现金流为净流入，则“未来十二个月净自由现金流出额”视为零。上述财务数据以本公司当期经审计的合并财务报表为准；未来十二个月净自由现金流依据本公司经批准的下一年度预算确定。

5 ANTI-DILUTION

5. 反稀释

In the event of an issuance of New Securities at any time after the date hereof for a consideration per New Security received by the Company less than the applicable Base Price of any Investor in effect immediately prior to such issuance (“Down Round Issuance”), then the applicable Base Price of such Investor shall be reduced, before such issuance, to a price determined in accordance with the following formula:

如在本协议生效后，本公司以每份新证券的认购价格低于相关投资者在该发行前的基准价格进行发行（以下简称“下轮融资”），则该投资者的基准价格应在该次发行前依照以下公式进行调整：

$$NSP = SP * (OS + (NP / SP)) / (OS + NS)$$

WHERE:

其中：

NSP = the new applicable Base Price of any Investor,

NSP = 调整后适用于该投资者的新基准价格，

SP = the applicable Base Price of any Investor in effect immediately before the issuance of the New Securities,

SP = 调整前适用于该投资者的原基准价格，

OS = the total issued and outstanding Shares immediately before the issuance of New Securities plus the total Shares issuable upon conversion or exchange of all the outstanding preferred shares, convertible securities and exercise of outstanding options,

OS = 在本次新发行前，公司已发行在外的全部股份数，并包括所有已发行但尚未转换的优先股、可转换证券及已授予但尚未行权的股权激励权益可转换对应的全部股份数，

NP = the total consideration received for the issuance or sale of the New Securities, and

NP = 本公司就本次发行或出售新证券实际收到的全部对价金额，

NS = the number of New Securities issued or sold.

NS = 本次实际发行或出售的新证券数目。

In the event of any Down Round Issuance, the Company shall issue additional Ordinary Shares to such Investor at nil consideration or at the lowest price allowed by the Applicable Laws so that upon such issuance, the total number of the Shares held by such Investor shall be equal to the quotient of its Investment Amount divided by the new applicable Base Price. If the Company is not able to issue additional Ordinary Shares to such Investor at nil consideration or at the lowest price allowed by the Applicable Laws, then Suzhou TeraHop or the New Holdco shall either pay to the Company the consideration for the additional Ordinary Shares being issued to such Investor on behalf of such Investor, or transfer the relevant number of Ordinary Shares held by it to such Investor at nominal consideration.

如出现下轮融资情形，本公司应按照适用法律允许的最低价格或无对价向该投资者增发普通股，使该投资者于该次增发完成后所持股份总数等于：其投资金额 ÷ 调整后的基准价格。若本公司因法律或监管限制无法进行上述增发，则由苏州智达泰跃或新控股公司：代表该投资者向本公司支付增发股份应缴对价以促成股份增发，或以象征性对价向该投资者转让相应数目的普通股。

6.1 QIPO. For the purpose of this Agreement, the “QIPO” shall mean:

6.1 QIPO。在本协议中，“QIPO”指以下任一活动：

a Public Offering at a per-share price no lower than the Minimum QIPO Price; or

(a) 以不低于最低 QIPO 价格的每股价格进行公开发行；

a Dual Listing Exit Transaction.

(b) 双重上市退出交易。

6.2 QIPO Timetable. If the Company determines to pursue a QIPO as described in Section 6.1(a), it shall use its commercially reasonable efforts to consummate a QIPO at a per-share price no lower than the Minimum QIPO Price on or prior to December 31, 2030, subject to the Constitutional Documents of, and Applicable Laws and listing rules applicable to, the Listed Company and the Company.

6.2 QIPO时间安排。如果本公司决定进行第 6.1(a)条所述的 QIPO，本公司应尽商业上合理的努力，在不迟于 2030 年 12 月 31 日，以不低于最低 QIPO 价格的每股价格完成 QIPO，且须符合上市公司及本公司的章程性文件、适用法律及上市规则的要求。

6.3 Lock-Up Period. Each Shareholder shall give all assistance reasonably requested by the Company in effecting a QIPO including agreeing to, if considered by the lead underwriter or sponsor to be necessary or desirable to effect such a QIPO, a post-QIPO lock-up period during which period such Shareholder is restricted from selling or otherwise transferring any Shares (or shares of the listed entity as applicable) that were acquired by the Shareholder prior to the QIPO, subject to customary exceptions in the applicable lock-up agreement. No Shares (or shares of the listed entity as applicable) shall be transferred during such lock-up period in violation of the applicable lock-up agreement without the Company’s prior written consent, and any transfer in violation of such lock-up obligation shall be null and void. All references to “freely tradeable” in this Agreement mean being freely tradeable under Applicable Laws upon the expiration of the applicable lock-up period if any.

6.3 锁定期。每位股东应在本公司推动 QIPO 时提供本公司合理要求的协助，包括在主承销商或保荐人认为有必要或有利于促成 QIPO 的情况下，同意在 QIPO 后设置一段锁定期，在该锁定期内，该股东被限制出售或转让其在 QIPO 前取得的任何股份（或适用情况下的上市实体股份），该等限制应受制于适用锁定协议中惯常的例外条款。未经本公司事先书面同意，任何在锁定期内违反锁定协议进行的股份转让均属无效。本协议中提及的“可自由交易”系指在锁定期届满后，依据适用法律可自由交易。

6.4 Management Holdco. Unless and until the Shares held by a Relevant Investor are converted into or otherwise become freely tradable shares of a listed entity, the Management Holdco shall not and the Company Parties shall procure the Management Personnel not to convert the Shares of the Company directly or indirectly held by him or her into freely tradable shares of any listed entity. The Management Holdco shall provide notice to each Investor at least ten (10) days prior to the entry into any binding agreement with respect to the conversion of any Shares of the Company directly or indirectly held by Management Holdco or any of the Management Personnel into shares of any listed entity.

6.4 管理层控股公司。凡相关投资者所持股份尚未转换为或以其他方式成为上市公司可自由流通股份期间，管理层控股公司不得，且各公司方应责成管理人员不得将其直接或间接持有的本公司股份转换为任何上市实体的可自由流通股份。管理层控股公司应于就管理层控股公司或任何管理人员直接或间接持有的本公司股份转换为任何上市实体股份事宜订立任何有约束力协议前至少十（10）日，向各投资者发出通知。

6.5 Dual Listing Exit Transaction.

6.5 双重上市退出交易。

Each Class 2025 Investor shall have the right but not the obligation to deliver to the Company and the Listed Company a written notice (a “Dual Listing Exit Notice”) at any time between the third (3rd) anniversary of the Initial Closing and the Exit Notice Delivery End Date if as of the time of the Dual Listing Exit Notice (x) the Company has not completed an initial public offering of its shares (or shares of a listed entity that holds

directly or indirectly at least a majority of the assets and operations of the Group), (y) there is no registration statement (or other applicable listing application or documents) submitted by the Company in relation to the initial public offering of its shares on an Approved QIPO Listing Venue that is being reviewed by the applicable regulator or stock exchange (unless the IPO End Date has already occurred, in which case condition (y) would be deemed to be satisfied), and (z) the Listed Company has completed an H-share listing on the Hong Kong Stock Exchange and remains listed on the Hong Kong Stock Exchange (items (x), (y) and (z) together, the “Exit Notice Condition”) (any Class 2025 Investor who delivers a Dual Listing Exit Notice, an “Exercising Class 2025 Investor”).

(a) 自首次交割满三周年起至退出通知送达截止日止，若在该期间内满足以下条件（统称“退出通知条件”）：本公司尚未完成其股份的首次公开发行，或尚未完成由直接或间接持有集团主要资产和经营主体的上市实体进行的首次公开发行；本公司尚未就 QIPO 于经批准的上市地点提交并正在接受审核的注册申报文件或其他适用上市申请材料（除非 IPO 结束日已过，在此情况下，该条件视为已满足）；上市公司已在香港联合交易所完成 H 股上市，且其上市地位仍然有效，则任何 2025 年投资者均有权（但无义务）向本公司及上市公司发出双重上市退出通知。发出该通知的 2025 年投资者称为“行权 2025 年投资者”。

After receiving a Dual Listing Exit Notice, subject to Applicable Laws and the Listing Laws applicable to the Listed Company, the Listed Company shall either:

(b) 收到双重上市退出通知后，在符合适用法律及上市公司所适用的上市监管要求的前提下，上市公司应采取以下任一方式完成退出安排：

issue new H shares at Market Price to the Exercising Class 2025 Investor as consideration for acquiring all of the Exercising Class 2025 Investor’s Shares in the Company at a price (the “Exit Price”) equal to the Fair Market Value, or

(i) 上市公司以市场价格向行权 2025 年投资者发行新 H 股，作为其收购行权 2025 年投资者所持本公司全部股份的对价。该等股份的收购价格（以下简称“退出价格”）应按公允市场价值确定。

if elected by the Company upon consultation with the relevant Class 2025 Investor,

acquire all of the Exercising Class 2025 Investor's Shares in the Company at the Exit Price in cash and require that the Exercising Class 2025 Investor use (in which case the Exercising Class 2025 Investor shall use) such cash proceeds less Tax payable by the Exercising Class 2025 Investor in connection with the sale to subscribe for new shares issued by the Listed Company at Market Price; provided that (x) the cash shall be deposited into and held by a reputable bank as escrow agent between the acquisition of the Exercising Class 2025 Investor's Shares and the subscription for new shares issued by the Listed Company, and (y) any reasonable costs and expenses (excluding Taxes) incurred in connection with this Section 6.5(b)(ii) (including but not limited to the fees of the escrow agent) shall be borne by the Company,

(ii) 经本公司与相关 2025 年投资者协商一致，本公司可选择以现金按退出价格收购该行权 2025 年投资者所持本公司全部股份；同时，上市公司有权要求该行权 2025 年投资者将其收到的现金对价（扣除其因转让产生的税款后）用于以市场价格认购上市公司新发行股份。为保障交付流程安全：(x) 该现金在收购与认购期间应由信誉良好的银行担任第三方托管；(y) 就本条安排发生的所有合理费用及开支（不含税费），包括托管费用，均由本公司承担。

(such transaction described in sub-section (i) or (ii) above, a "Dual Listing Exit Transaction"); provided, that the Company shall promptly provide each other Class 2025 Investor, each Class 2024 Investor, Silver Summit and Aldis with a copy of the Dual Listing Exit Notice, and each of such other Class 2025 Investor, the Class 2024 Investors, Silver Summit and Aldis shall have the right to participate in the Dual Listing Exit Transaction alongside the Exercising Class 2025 Investor at the same Exit Price and on substantially equal non-price terms (other than terms expressly given in this Section 6.5 only to a subset of the Investors including Section 6.5(c) and Section 6.5(f)) by delivering to the Company, within ten (10) days after the date of receipt of that copy of the Dual Listing Exit Notice, a written notice stating its decision to so participate; provided further, that a Dual Listing Exit Notice shall automatically lapse and be disregarded if and when the Exit Notice Condition ceases to remain satisfied at any time prior to the closing of the Dual Listing Exit Transaction (without prejudice to the right of each Class 2025 Investor

to deliver another Dual Listing Exit Notice in accordance with Section 6.5(a) upon satisfaction of the Exit Notice Condition and prior to the Exit Notice Delivery End Date). For the avoidance of doubt, (x) in the event where there are more than one Investor who elected to effect or participate in a Dual Listing Exit Transaction, each of such Investors shall be treated equally (i.e., on a pro rata basis based on the number of Shares they hold at such time) for purposes of determining each such Investor's Shares eligible to be exchanged for H shares in furtherance of the applicable Dual Listing Exit Notice (without prejudice to the right of each Class 2025 Investor to deliver another Dual Listing Exit Notice in accordance with Section 6.5(a) upon satisfaction of the Exit Notice Condition and prior to the Exit Notice Delivery End Date), and (y) if neither a Dual Listing Exit Transaction nor another QIPO has occurred in respect of any or all of the Shares held by an Investor, such Investor shall continue to be entitled to the redemption right in respect of any such remaining Shares on the terms and subject to the conditions set forth in the first paragraph and subsection (a) of Section 7.1.

（前述第(i)或(ii)项所述交易，称为“双重上市退出交易”）；前提是，本公司应立即向每位其他 2025 年投资者、每位 2024 年投资者、Silver Summit 及 Aldis 提供双重上市退出通知之副本，且该等其他 2025 年投资者、每位 2024 年投资者、Silver Summit 及 Aldis 均有权于收到该双重上市退出通知副本之日起十（10）日内，书面通知本公司说明其参与决定，按与行权 2025 年投资者相同的退出价格及实质上平等的非价格条款（除本条中仅授予部分投资者的条款外，包括第 6.5(c)条及第 6.5(f)条）参与该双重上市退出交易；此外，如在双重上市退出交易交割前任何时间不再满足退出通知条件，则该双重上市退出通知自动失效且不再具有效力（但不影响各 2025 年投资者在退出通知条件满足后及退出通知送达截止日前，根据第 6.5(a)条再次发出双重上市退出通知的权利）。为免疑义，(x) 如有多名投资者选择实施或参与双重上市退出交易，则在确定各投资者为执行相关双重上市退出通知而可交换为 H 股的股份数目时，应平等对待各投资者（即按其届时所持股份数目按比例计算）（但不影响各 2025 年投资者在退出通知条件满足后及退出通知送达截止日前，根据第 6.5(a)条再次发出双重上市退出通知的权利），(y) 如投资者所持任何或全部股份未发生双重上市退出交易或其他 QIPO，则该投资者就该等剩余股份仍享有第 7.1 条第一段及(a)

项所规定的赎回权。

The Company shall use its commercially reasonable efforts to cause the Shares of the Class 2025 Investors in the Company to be acquired in the Dual Listing Exit Transaction at an Exit Price that is no lower than the Minimum QIPO Price, subject to the Constitutional Documents of, and Applicable Laws and listing rules applicable to, the Listed Company and the Company. For the avoidance of doubt, in the event the Exit Price is lower than the Minimum QIPO Price despite such commercially reasonable efforts of the Company, the Company shall not be held liable under this Section 6.5(c).

(c) 本公司应以商业上合理的努力促使 2025 年投资者所持本公司股份在双重上市退出交易中的退出价格不低于最低 QIPO 价格,但前提是此类安排须符合上市公司及本公司的章程性文件、适用法律及适用的上市监管规则。为免疑义,若在本公司已尽商业上合理努力的情况下,退出价格仍低于最低 QIPO 价格,则本公司无需为此承担责任。

The Fair Market Value shall be determined by an appraiser jointly appointed by the Listed Company (on the one hand) and the Exercising Class 2025 Investor(s) (on the other hand) from the list of candidates set forth in Exhibit H (the “Joint Appraiser”). The Listed Company shall nominate suitable candidates from the list in Exhibit H for the role of the Joint Appraiser within thirty (30) days after it receives the Dual Listing Exercise Notice. As soon as the appointment of the Joint Appraiser has been confirmed by the Listed Company and the Exercising Class 2025 Investor(s), the Company shall provide all documents, information and reasonable access to personnel as the Joint Appraiser deems necessary for the purposes of their determination of Fair Market Value. The Listed Company and the Exercising Class 2025 Investor(s) shall procure the Joint Appraiser to determine the Fair Market Value within thirty (30) days after the appointment of the Joint Appraiser.

(d) 公允市场价值应由一家独立评估机构确定,且该机构由上市公司与行权 2025 年投资者共同从附件 H 所列候选名单中委任(以下简称“联合评估机构”)。上市公司应在收到双重上市退出通知之日起三十(30)日内,从附件 H 名单中提名拟任联合评估机构的候选名单。在上市公司与行权 2025 年投资者确认委任后,本公司应向

联合评估机构提供其为作出公允市场价值评估所合理需要的全部资料、信息及人员访问。上市公司及行权 2025 年投资者应共同促使联合评估机构在正式受聘后三十(30)日内完成公允市场价值的确定。

For the avoidance of doubt, if any transaction that is structured similarly to the Dual Listing Exit Transaction is mutually agreed on between the Company, the Listed Company and any Class 2025 Investor prior to the third (3rd) anniversary of the Initial Closing, the Company shall have no obligation whatsoever to cause or use any efforts to cause the per-share price in that transaction to be no lower than the Minimum QIPO Price.

(e) 为避免歧义：若本公司、上市公司与任何 2025 年投资者于首次交割满三周年前即自行协商一致以与双重上市退出交易类似的方式安排退出，则此种安排不受本协议关于“退出价格不得低于最低 QIPO 价格”的要求约束，本公司无须确保或努力促使该等交易价格达到或高于最低 QIPO 价格。

If the Exit Price is lower than the Minimum QIPO Price, all Class 2025 Investors acting together shall have the right to require that the Listed Company and Management Holdco effect a transaction substantially the same as the Dual Listing Exit Transaction at the same price as that applicable to the Dual Listing Exit Transaction between the Listed Company and the Class 2025 Investors, with the number of Shares to be acquired in such transaction being equal to twenty percent (20%) of the Shares held by Management Holdco as of the day of the Initial Closing (“Closing Date”) (such transaction with the Management Holdco, the “Drag Transaction”); provided, that the Management Holdco may, in light of its good-faith judgment of the Company’s business and market conditions, opt to defer the timing of the Drag Transaction for no more than three (3) times but such option to defer shall not exist beyond the fifth anniversary of the Closing Date, it being understood that once a deferred Drag Transaction is subsequently effected, that Drag Transaction will be effected at the then latest Fair Market Value and the then latest Market Price (rather than the Fair Market Value and the Market Price at the time of deferral).

(f) 若双重上市退出交易中确定的退出价格低于最低 QIPO 价格，则 2025 年全体投资者有权共同要求上市公司与管理层控股公司实施一笔与双重上市退出交易实质相同的退出安排，并按与 2025 年投资者适用的相同价格进行。该笔交易中应由上市

公司收购的股份数目为：管理层控股公司在首次交割日（以下简称“交割日”）所持股份总数的 20%（以下简称“同步退出交易”）。管理层控股公司可基于其对公司经营状况及市场环境的诚信判断，行使最多三次的延期执行权；但该延期权不应延续至交割日满五周年之后。需要特别说明的是：若同步退出交易被延期后再执行，则该交易应按执行当时的：最新公允市场价值，以及最新市场价格进行价格结算，而非按照原延期时点的价格水平确定。

7.1 Redemption Events.

7.1 赎回事件。

Subject to Applicable Laws, the Amended Constitution and this Agreement and upon the occurrence of any of the following events (the “Redemption Events”), the Company shall, at the written request (the “Redemption Notice”) of any Investor (the “Redeeming Investor”), repurchase any or all of the Shares held by such Investor (the “Redeeming Shares”) or otherwise effect a reduction of the Company’s issued share capital in respect of the Redeeming Shares, in each case in accordance with Applicable Laws (each a “Redemption”, and “Redeemed” and “Unredeemed” shall be construed accordingly), and make payment of the Redemption Price to the Investor on or prior to the Redemption Payment Date; provided, that any Redemption Notice shall be valid only if sent to all the Redemption Obligors substantially concurrently and only if sent on or prior to (i) in the case of Section 7.1(a), six (6) months after the occurrence of the Redemption Event and (ii) in the case of Section 7.1(b) or (c), the later of (x) three (3) months after the occurrence of the Redemption Event and (y) January 31, 2031 (such period, the “Redemption Exercise Period”):

在符合适用法律、修订后章程及本协议约定的前提下，如发生本协议项下任一赎回事件，则投资者（以下简称“赎回投资者”）有权向本公司发出赎回通知，要求本公司：回购赎回投资者所持的全部或部分股份（以下简称“被赎回股份”），或以其他合法方式减少与该等股份相对应的已发行股本，并按适用法律规定完成该等赎回，并于赎回付款日或之前向赎回投资者支付赎回价格。赎回通知须满足以下条件方可生效：(i) 须同时或基本同时送达全部赎回义务方；(ii) 发出时间不得迟于：若属本协议第 7.1(a)条所述赎回事件，则为事件发生后六(6)个月内；若属本协议第 7.1(b)

或(c)条所述赎回事件，则为下列两者中较晚者：事件发生后三（3）个月内；或 2031 年 1 月 31 日（该期限称为“赎回权行使期”）。

if a QIPO (or, if the QIPO takes the form of a Dual Listing Exit Transaction, a QIPO with respect to the Investor) has not been completed by December 31, 2030; provided, that if a Public Offering has occurred by December 31, 2030 and that Public Offering would have constituted a QIPO had its per-share price been no lower than the Minimum QIPO Price, no Redemption Event pursuant to this Section 7.1(a) shall be deemed to have occurred; provided further, that if the IPO Initiation Date in respect of a Public Offering takes place prior to December 31, 2030, no Redemption Event pursuant to this Section 7.1(a) shall be deemed to have occurred until the later of (x) December 31, 2030 and (y) the IPO End Date; and provided further, that if the IPO Initiation Date in respect of a Dual Listing Exit Transaction takes place at any time between the third (3rd) anniversary of the Initial Closing and the Exit Notice Delivery End Date (which IPO Initiation Date for the avoidance of doubt may take place during the 60-day window immediately after the IPO End Date in respect of a Public Offering), a Redemption Event pursuant to this Section 7.1(a) with respect to any Relevant Investor shall be deemed to have occurred on later of (x) December 31, 2030 and (y) the IPO End Date (which for the avoidance of doubt may be prior to, on or after December 31, 2030) with respect to such Dual Listing Exit Transaction and such Relevant Investor;

(a) 若于 2030 年 12 月 31 日前未完成 QIPO（如 QIPO 以双重上市退出交易形式进行，则指针对投资者的 QIPO）；但若在 2030 年 12 月 31 日前已发生公开发行，且该公开发行若其每股价格不低于最低 QIPO 价格本应构成 QIPO，则不应视为发生本条项下的赎回事件；此外，若公开发行的 IPO 启动日在 2030 年 12 月 31 日之前，则本条项下的赎回事件应视为未发生，直至(x)2030 年 12 月 31 日与(y)IPO 结束日二者中较晚者；此外，若双重上市退出交易的 IPO 启动日在首次交割满三周年之日起至退出通知送达截止日期间发生（为免疑义，该 IPO 启动日可在公开发行的 IPO 结束后六十日窗口期内发生），则就该双重上市退出交易及任何相关投资者而言，本条项下的赎回事件应视为在(x)2030 年 12 月 31 日与(y)IPO 结束日二者中较晚者发生（为免疑义，该 IPO 结束日可早于、等于或晚于 2030 年 12 月 31 日）；

any Company Party shall have committed a material breach of any terms of the Transaction Documents, and such material breach shall have failed to be cured within ninety (90) days after being demanded in writing by the Majority Investor Shareholders to cure such material breach, and such material breach shall have resulted in a Material Adverse Effect; or

(b) 若任何公司方严重违反交易文件中的任何条款，且在多数投资者股东书面要求其补救后 90 日内未予以纠正，并且该等违约行为已对本公司或集团产生重大不利影响，则投资者有权行使赎回权；

if, due to change of Applicable Laws or regulatory policies or regulatory decision or any dispute among the shareholders of the Listed Company, the Company is forced to terminate the expanding plan for its overseas business, resulting in a Material Adverse Effect and a significant reduction in the valuation of the Company and the Shares held by such Investor, and the Company cannot develop a feasible recovery plan in a reasonable period.

(c) 若由于适用法律、监管政策或监管决定变动，或上市公司股东之间发生争议，导致本公司被迫终止海外业务扩张计划，并由此产生重大不利影响、使本公司及投资者所持股份的估值显著下降，且本公司未能在合理期限内制定可行的恢复方案，则投资者有权要求赎回。

7.2 Redemption Price. The price payable by the Redemption Obligors (the “Redemption Price”) for each Redeeming Share shall be determined in accordance with the Investor Share Ratio such that (i) if the Redeeming Investor received the Redeeming Share by way of subscription of Shares issued by the Company pursuant to the Share Subscription Agreement, an amount equal to one hundred percent (100%) of the applicable Base Price plus an additional amount representing an IRR of eight percent (8%) per annum on the applicable Base Price, from the Original Purchase Date to the Redemption Interest Accrual End Date, or (ii) if the Redeeming Investor received the Redeeming Share by way of (x) purchase from a Shareholder or (y) subscription of Shares issued by the Company pursuant to the 2024 Share Subscription Agreement, an amount equal to one hundred percent (100%) of the applicable Base Price plus an additional

amount representing an IRR of four percent (4%) per annum on the applicable Base Price, from the Original Purchase Date to the Redemption Interest Accrual End Date.

7.2 赎回价格。赎回义务方就每一股被赎回股份应向赎回投资者支付的赎回价格，应按以下方式确定：(i) 如被赎回股份系根据《股份认购协议》认购取得： 赎回价格 = 适用基准价格的 100%自原始购入日至赎回计息截止日按年化 8%内部收益率 (IRR) 计算的增值金额。(ii) 如被赎回股份是通过以下方式取得： (1) 向其他股东购买，或 (2) 根据 2024 年《股份认购协议》向本公司认购， 则赎回价格 = 适用基准价格的 100%自原始购入日至赎回计息截止日按年化 4%内部收益率计算的增值金额。

7.3 Redemption Procedure.

7.3 赎回程序。

The relevant Investor shall exercise its rights provided in this Section 7 by delivering to each Redemption Obligor a written Redemption Notice, which shall state its request for redemption and set forth the number of the Redeeming Shares (i.e., the number of Ordinary Shares that it requests the Redemption Obligor to Redeem). On the Redemption Payment Date, subject to Applicable Laws, the Redemption Obligor shall Redeem all Redeeming Shares that are subject to such Redemption by paying the respective Redemption Price in cash to such Redeeming Investor.

(a) 赎回投资者应向所有赎回义务方同时送达书面赎回通知，明确：拟行使赎回权；及拟赎回的普通股数目。在赎回付款日，赎回义务方应在遵守适用法律的前提下，向赎回投资者以现金支付赎回价格，并完成相应股份的赎回。

Before the respective Redemption Price has been paid in full in respect of all the Redeeming Shares held by any Redeeming Investor, the Redemption shall not be deemed to have been consummated in respect of any Redeeming Shares not having been Redeemed on the Redemption Payment Date, and such Redeeming Investor shall remain entitled to all of its rights, including its voting rights, in respect of such unredeemed Redeeming Shares, and each of such unredeemed Redeeming Shares shall remain “outstanding” for the purposes hereunder, until such time as the respective Redemption

Price in respect of each such unredeemed Redeeming Shares has been paid in full whereupon all such rights shall automatically cease.

(b) 在赎回投资者就其全部被赎回股份尚未收到全额赎回价格之前，赎回行为对于未在赎回付款日完成赎回的股份视为尚未完成。赎回投资者应继续就该等未被赎回股份享有其在本协议项下及适用公司法项下的全部权利，包括但不限于表决权，且该等股份应被视为继续有效存续并已发行在外。仅当与该等股份对应的赎回价格全部支付完毕之时，上述权利将自动终止。

7.4 Redemption Obligor. The “Redemption Obligor” shall mean each of the Company, Suzhou TeraHop or the Listed Company, who shall be liable to pay the Redemption Price to the Redeeming Investor, only in the following sequence:

7.4 赎回义务方。“赎回义务方”指以下主体，其向赎回投资者支付赎回价格的责任按以下顺序承担：

the primary Redemption Obligor shall be the Company only;

(a) 本公司为首要赎回义务方，负责首先履行赎回付款义务；

if and only if the Company fails to pay the Redemption Price within sixty (60) Business Days after the date of the Redemption Notice (subject to Applicable Laws, but not subject to foreign exchange related PRC regulatory clearance unless required by Applicable Laws in force as of that time), Suzhou TeraHop shall become a Redemption Obligor; and

(b) 仅当本公司自赎回通知发出之日起 60 个工作日内未能履行付款义务（在符合适用法律的前提下，除非当时适用法律另有强制外汇要求，否则不以外汇审批为条件），则苏州智达泰跃自动成为第二顺位赎回义务方并承担支付责任；

if and only if Suzhou TeraHop fails to pay the Redemption Price within ninety (90) Business Days after the date of the Redemption Notice (subject to foreign exchange related PRC regulatory clearance), the Listed Company shall become a Redemption Obligor and shall be obligated to pay the Redemption Price within one hundred and twenty (120) Business Days after the date of the Redemption Notice (which for the avoidance of doubt is not subject to foreign exchange related PRC regulatory clearance).

(c) 如苏州智达泰跃未能在赎回通知发出之日起90个工作日内支付赎回价格(该期限可在外汇监管要求下合理顺延), 则上市公司将自动成为第三顺位赎回义务方, 并应在赎回通知发出之日起120个工作日内履行赎回付款义务。为免疑义, 上市公司履行该赎回付款义务无需以境内外汇审批完成为前提条件。

Notwithstanding anything to the contrary in Section 7.1, Section 7.3, Sections 7.4(a), (b) and (c) or Section 10.1, if any Redeeming Investor duly delivers a Redemption Notice to the Redemption Obligors within the Redemption Exercise Period and otherwise in compliance with the proviso in the first sentence of Section 7.1 and the first sentence of Section 7.3(a) and no Redemption Obligor has paid the Redemption Price in full to such Redeeming Investor within one hundred and twenty (120) Business Days after the date of such Redemption Notice, the Listed Company shall, as primary obligor, automatically become unconditionally, irrevocably, and immediately liable for the obligation to pay the full amount of the unpaid Redemption Price to the Redeeming Investor, and the Redeeming Investor shall thereby be entitled to recover the entire outstanding sums from the Listed Company.

尽管第7.1条、第7.3条、第7.4(a)、(b)、(c)条或第10.1条存在任何相反约定, 如任何赎回投资者在赎回权行使期内向赎回义务方正式发出赎回通知, 且符合第7.1条第一句及第7.3(a)条第一句的规定, 而任何赎回义务方在该赎回通知发出后120个工作日内未向该赎回投资者全额支付赎回价格, 则上市公司作为首要义务方, 应立即自动无条件且不可撤销地承担向该赎回投资者全额支付未付赎回价格的义务, 该赎回投资者有权向上市公司追偿全部未付款项。

7.5 Notice to Other Investors. If and when the Company receives a Redemption Notice from an Investor under this Section 7, the Company shall promptly provide each other Investor with a copy of such Redemption Notice that has been delivered to the Company.

7.5 通知其他投资者。如果本公司根据本条收到某投资者的赎回通知, 本公司应及时向其他每位投资者提供已送达本公司的该赎回通知的副本。

8.1 Liquidation Event.

8.1 清算事件。

In a Liquidation Event, all assets and funds of the Company legally available, in accordance with and subject to Applicable Laws, for distribution to the Shareholders shall, by reason of the Shareholders' ownership of the Shares, be distributed as follows:

在发生清算事件时，应在遵守适用法律的前提下，基于股东对股份的持有权，将本公司依法可用于向股东分配的全部资产及资金，按下列顺序进行分配：

(a) Prior and in preference to any distribution of any of the assets or funds of the Company to any holders of the Ordinary Shares other than the Investors, each Class 2025 Investor, Silver Summit and Aldis (collective, the "Priority Liquidation Investor") shall be entitled to receive for each outstanding Share it holds, in the Investor Share Ratio, an amount equal to (x) if the Priority Liquidation Investor received the Share by way of subscription of Shares issued by the Company, one hundred percent (100%) of the applicable Base Price plus an additional amount representing an IRR of eight percent (8%) per annum on the applicable Base Price, calculated from the Original Purchase Date to the date of the Liquidation Event or (y) if the Priority Liquidation Investor received the Share by way of purchase from a Shareholder, one hundred percent (100%) of the applicable Base Price plus an additional amount representing an IRR of four percent (4%) per annum on the applicable Base Price, calculated from the Original Purchase Date to the date of the Liquidation Event (the "Priority Investor Preference Amount"); provided that, if the Company's assets and funds are insufficient for the full payment of the aggregate Priority Investor Preference Amount with respect to all the applicable Shares, then the entire assets and funds of the Company legally available for distribution shall be distributed ratably among the Priority Liquidation Investors in proportion to the aggregate Priority Investor Preference Amount each such Priority Liquidation Investor is otherwise entitled to receive pursuant to this Section 8.1(a).

(a) 在本公司发生清算事件时，且在向任何其他普通股股东进行分配之前，2025年投资者、Silver Summit及Aldis（合称“优先清算投资者”）有权按其持股情况就其

持有的每股股份优先回收下列金额：若股份为根据本公司增发认购取得：回收金额 = 适用基准价格的 100%自原始购入日至清算事件发生日按年化 8% IRR 计息的收益。若股份为通过股权转让取得：回收金额 = 适用基准价格的 100%自原始购买日至清算事件发生日止按年化 4% IRR 计息的增值金额。上述金额合称为“优先清算投资者优先回收金额”。如本公司可依法用于分配的资产及资金不足以足额向全部优先清算投资者支付其应得的优先清算投资者优先回收金额，则本公司可分配资金应根据各投资者本应获得的优先回收金额占比，在优先清算投资者之间按比例分配。

(b) After distribution or payment in full of the Priority Investor Preference Amount pursuant to Section 8.1(a), each Class 2024 Investor shall be entitled to receive for each outstanding Share it holds, an amount equal to one hundred percent (100%) of the applicable Base Price plus an additional amount representing an IRR of four percent (4%) per annum on the applicable Base Price, calculated from the Original Purchase Date to the date of the Liquidation Event (the “Class 2024 Investor Preference Amount”); provided that, if the Company’s assets and funds after payment of the Priority Investor Preference Amount are insufficient for the full payment of the aggregate Class 2024 Investor Preference Amount with respect to all the applicable Shares, then the entire assets and funds of the Company legally available for distribution shall be distributed ratably among the Class 2024 Investors in proportion to the aggregate Class 2024 Investor Preference Amount each such Class 2024 Investor is otherwise entitled to receive pursuant to this Section 8.1(b).

(b) 在足额向优先清算投资者支付其应得的优先回收金额之后，2024 年投资者有权就其持有的每股股份优先回收：适用基准价格的 100%；以及自该股份的原始购入日起至清算事件发生日按年化 4% IRR 计算的增值金额。该等金额合称为“2024 年投资者优先回收金额”。如本公司在支付完优先清算投资者优先回收金额后可供分配的资产不足以全额支付全部 2024 年投资者应得金额，则应根据各 2024 年投资者各自应得的优先回收金额占比，按比例分配全部剩余可分配资产。

(c) After distribution or payment in full of the Priority Investor Preference Amount and the Class 2024 Investor Preference Amount, the remaining assets and funds of the Company legally available for distribution to the Shareholders shall be distributed ratably

among Suzhou TeraHop, the Management Holdco and the New Holdco (calculated on a fully diluted basis) immediately prior to the occurrence of the Liquidation Event, until the distribution made pursuant to this Section 8.1(c) has reached an amount equal to the total original investment amount received by the Company from Suzhou TeraHop, the Management Holdco and the New Holdco.

(c) 在足额支付优先清算投资者优先回收金额及 2024 年投资者优先回收金额之后，本公司依法可供分配的剩余资产和资金应根据截至清算事件发生前的全面稀释基础持股比例，在苏州智达泰跃、管理层控股公司及新控股公司之间按比例分配，直至本条下的回收金额达到本公司从苏州智达泰跃、管理层控股公司及新控股公司收到的原始投入总额。

After distribution or payment in full of the Priority Investor Preference Amount, the Class 2024 Investor Preference Amount and the amount pursuant to Section 8.1(c), the remaining assets and funds of the Company legally available for distribution to the Shareholders shall be distributed ratably among all the holders of Ordinary Shares (calculated on a fully diluted basis) held by them immediately prior to the occurrence of the Liquidation Event.

(d) 在优先清算投资者优先回收金额、2024 年投资者优先回收金额及第 8.1(c) 条款下款项全额分配或支付完毕后，本公司依法可供分配给股东的全部剩余资产和资金，应在截至清算事件发生前持有普通股（按全面稀释基础计算）的所有股东之间按比例分配。

8.2 Trade Sale.

8.2 交易出售。

Unless waived in writing by the Majority Investor Shareholders, a Trade Sale shall be deemed to be a Liquidation Event of the Company for purposes of this Section 8, and any proceeds, whether in cash or properties and whether obtained by the Company or any Shareholder, resulting from a Trade Sale shall be distributed in accordance with the terms of Section 8.1.

除非多数投资股东书面放弃，否则就本节第 8 条而言，交易出售应被视为公司

的清算事件。由交易出售产生的任何收益，无论以现金或资产形式存在，也无论由公司或任何股东获得，均应根据第 8.1 条的条款进行分配。

10.1 Laws Applicable to Listed Company. In the event of any conflict between the rights and privileges held by any Investor or group of Investors on the one hand and the Laws and regulatory policies applicable to the Listed Company on the other hand, the Laws and regulatory policies applicable to the Listed Company shall prevail, in which circumstance the Parties shall use reasonable best efforts to negotiate, in good faith, a substitute, valid and enforceable provision or agreement that realizes the rights and privileges of the Investors agreed herein to the maximum extent on the premise that the Parties shall be in compliance with the Applicable Laws and regulatory policies.

10.1 适用于上市公司的法律。若本协议项下任何投资者（单独或合并）所享有的权利与利益，与上市公司适用的法律法规及监管政策发生冲突，则以适用于上市公司的法律法规及监管政策为准。在此情形下，各方应本着诚信原则并通过合理最大努力进行协商，以在不违反适用法律法规及监管政策的前提下，达成能够在最大程度上实现本协议项下投资者既定权利和利益的替代条款或安排。

10.4 Net Profits. The Company shall use reasonable efforts to operate its business so that by the end of the 2030 fiscal year, the Company would either have a net profit margin of at least twelve percent (12%) or fifty percent (50%) of the net profit margin of the Listed Company's optical module (光模块) business on a consolidated basis. The net profit margin calculation excludes the recognition of financial expenses for any Investors' capital investments on the Company, derived from clauses of financial return, protection rights and so on.

10.4 净利润。本公司应尽合理努力开展经营，以确保在 2030 财政年度结束前，本公司达到以下任一目标：(i) 净利润率不低于百分之十二（12%）；或(ii) 净利润率达到上市公司光模块业务板块合并报表净利润率的百分之五十（50%）。上述净利润率计算时，应排除因投资者对本公司进行资本投资而产生的任何财务性回报、保护性权利等条款所导致的财务费用确认。

10.9 Release by Class 2024 Investors. To the maximum extent permitted by

Applicable Laws, each Class 2024 Investor hereby unconditionally and irrevocably (i) waives, releases, acquits and forever discharges each Company Party, each Group Company and their respective present and former officers, directors, managers, employees and other agents from any and all claims and liabilities of any kind or nature whatsoever since the beginning of time arising from or based on the 2024 Share Subscription Agreement including Section 8 (*Indemnity*) thereof, and (ii) acknowledges, agrees and covenants that if any claim referred to in item (i) above is brought in any jurisdiction or in any tribunal, this Section 10.9 is intended to be and shall be a complete defense thereto and discharge therefrom.

10.9 2024 年投资者声明。在适用法律允许的最大范围内，各 2024 年投资者兹无条件且不可撤销地：(i) 放弃、解除并永久免除各公司方、集团公司及其现任及前任高级管理人员、董事、经理、雇员及其他代理人自设立以来基于或源自 2024 年《股份认购协议》（包括其赔偿条款）所产生的任何及所有索赔及责任；并(ii) 确认、同意并承诺，如上述第(i)项所述之索赔在任何司法辖区或仲裁机构被提出，本条应视为且构成对此类索赔的完全抗辩与终局解除依据。

10.13 Dedicated Management Team. After the third (3rd) anniversary of the Closing, upon the earlier of (i) a resolution by the Board which determines that the Company shall pursue a transaction as described in Section 6.1(a) which, pursuant to Applicable Law and rules, requires the Company to have a dedicated management team with no concurrent managerial roles in the Listed Company and (ii) the occurrence of a Material Adverse Effect resulting from the Company's management team holding concurrent managerial roles in the Listed Company, the Company shall appoint a management team that is separate from the management team of the Listed Company or take other measures as may be agreed between the Company and the Investors to remedy, reverse, or mitigate the consequences of such Material Adverse Effect (if any). For the avoidance of doubt, "managerial roles" as referred to in this Section 10.13 do not include service on the Board or on any board of directors, and nothing in this Section 10.13 shall be construed as impacting any Shareholder's right under Section 2.1 or restricting an individual from serving on the Board or any board of directors.

10.13 专职管理团队。在交割满三（3）周年之后，于以下较早发生者：(i) 董事会作出决议，确定本公司应进行第 6.1(a)条所述的交易，而根据适用法律及规则，该交易要求本公司拥有专职管理团队（管理团队人员不得在上市公司兼任管理职务），(ii) 因本公司管理团队在上市公司兼任管理职务而发生重大不利影响时，本公司应任命独立于上市公司管理团队的管理团队，或采取本公司与投资者可能另行约定的其他措施，以补救、扭转或减轻该等重大不利影响的后果（如有）。为免存疑，本第 10.13 条所述“管理职务”不包括成为董事会成员或担任任何董事会职务，且本条中的任何内容均不得解释为影响任何股东根据第 2.1 条享有的权利，或限制任何个人成为董事会成员或担任任何董事会职务。

13.1 Effective Date; Termination. This Agreement shall take effect upon the execution hereof by all of the Parties at the Closing under the March 2026 Share Subscription Agreement. This Agreement shall terminate (a) with respect to all Parties, upon the mutual agreement in writing by all the Parties to terminate this Agreement, and (b) solely with respect to a Shareholder, upon such Shareholder ceasing to own any Shares. In addition, subject to Section 13.2 below, this Agreement shall terminate with respect to any Party upon the completion of a QIPO (or, if the QIPO takes the form of a Dual Listing Exit Transaction, a QIPO with respect to such Party); provided that if any provision of this Agreement (including Section 7 (*Redemption*)) is required by Applicable Law to be suspended on or around the IPO Initiation Date, then upon written notice by the Company such provisions (which shall not include Section 2.2(b) as it relates to Exhibit C, Part 4) shall be automatically suspended on the IPO Initiation Date and then (x) shall terminate with respect to such Party upon the consummation of such QIPO (or, if the QIPO takes the form of a Dual Listing Exit Transaction, a QIPO with respect to such Party) or (y) shall again become in full force and effect upon the IPO End Date.

13.1 生效日期与终止。本协议自各方签署后（在 2026 年 3 月《股份认购协议》项下的交割完成时签署）立即生效。本协议在以下情形下终止：(a) 全体各方书面一致同意终止本协议时，本协议对所有各方终止；(b) 就某一股东而言，当该股东不再持有任何股份时，本协议对其终止。此外，依据下述第 13.2 条的规定，本协议将在完成合格首次公开发行（QIPO）（如该 QIPO 以双重上市退出交易的形式进行，则系

指与该方相关的 QIPO) 后, 对相关一方终止; 但若根据适用法律, 在 IPO 启动日前后需要暂停执行本协议的任何条款 (包括第 7 条“*赎回*”), 则本公司可通过书面通知使该等条款 (但不包括与附件 C 第四部分相关的第 2.2(b)条) 自 IPO 启动日起自动暂停执行, 并且: (x) 于该 QIPO (或以双重上市退出交易形式的相关 QIPO) 完成时, 对该方正式终止; 或 (y) 于 IPO 结束日恢复全部效力。

14.1 Governing Law. This Agreement shall be governed by and construed exclusively in accordance with the laws of Singapore without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than Singapore.

14.1 管辖法律。本协议应受新加坡法律管辖, 并依据新加坡法律进行解释, 但不考虑可能导致适用新加坡以外任何司法管辖区法律的法律选择规则。

14.15 Language. This Agreement is negotiated and executed in English only. Any version of this Agreement in a language other than English shall have no legal effect whatsoever.

14.15 语言。本协议仅以英文协商和签署。本协议的任何非英文版本均不具有法律效力。

六、本次交易的目的及对公司的影响

(一) 本次交易的必要性分析

为更好支持公司海外市场业务发展、满足海外市场重点客户的需求并全力保障公司海外交付能力, 公司将进一步推进国际化战略和海外布局。本次交易的出资将用于公司控股孙公司 TeraHop 及其下属子公司的产能建设、研发投入及日常经营, 交易完成后可以优化 TeraHop 的股权结构和资产负债情况, 进而持续提升其运营能力和竞争力, 具备较强的必要性。

(二) 本次交易对公司的影响

本次交易完成后, 将进一步提升公司全球化、多元化的研发、生产及运营能力, 以更好地满足各类客户的不同需求, 为公司业务的持续发展带来积极深远的影响。

此外, 本次交易后公司有望与投资方在国际化布局、海外重点市场业务拓展、

投资并购等方面积极展开合作。本次交易完成后将会增加公司总资产和净资产，并会对公司财务状况和经营成果产生积极影响，不会损害公司、债权人及全体股东尤其是中小股东的利益。

（三）存在的风险

1、本协议的生效需经交易各方履行完毕内部审批程序（包括不限于各方董事会或股东会审议通过），该投资事项存在未通过内部审议或外部审批程序而终止实施的风险。

2、本次增资股东均以自有资金出资，增资股东存在因资金筹措等因素导致的出资周期延长或终止交易的风险。

3、TeraHop2025年度增资尚未完成交割，若因资金筹措或外部审批等因素导致2025年度增资未交割或未完全交割，本次增资前后的股权结构或发生变化，具体以后续实际股份交割的结果为准。

公司将密切关注控股孙公司本次增资的进展情况，并及时履行信息披露义务，敬请广大投资者注意投资风险。

七、备查文件

- 1、中际旭创第五届董事会第三十次会议决议；
- 2、交易各方拟签署的协议文件。

特此公告

2026年03月31日