

Deed Index No. **H 3261 / 2023**

Before me,

**Sebastian Herrler**

Notary in Munich, Germany

with offices at Brienner Straße 13, 80333 Munich, Germany

appeared on 01 August 2023:

1. **Mr. Stephan Kübler**, born on 19/01/1979 with business address at c/o Bird & Bird LLP, Maximiliansplatz 22, 80333 Munich, identified by official passport, who declared that he was not acting for himself but, excluding any personal liability, on behalf of

**RFS Holding GmbH,**

with its seat in Hannover,

registered with the commercial register of the local court of Hannover  
under HRB 207293,

pursuant to a power of attorney, the original of which was available during the notarization of this deed, and a certified copy thereof is attached to this deed.

2. **Mr. Fritz Krings**, born on 22/01/1993, with business address at c/o Taylor Wessing Partnerschaftsgesellschaft mbB, Isartorplatz 8, 80331 Munich, identified by official passport, who declared that he was not acting for himself but, excluding any personal liability, on behalf of

**gatus 267. GmbH**

**(in future named YOFC International (Germany) GmbH),**

with its seat in Hamburg,

registered with the commercial register of the local court of Hamburg  
under HRB 181647,

pursuant to a power of attorney, the original of which was available during the notarization of this deed, and a certified copy thereof is attached to this deed.

3. **Mr. Philip Cavallès**, born on 26/08/1979, with business address at c/o Taylor Wessing Partnerschaftsgesellschaft mbB, Isartorplatz 8, 80331 Munich, identified by official photo ID, who declared that he was not acting for himself but, excluding any personal liability, on behalf of

**Yangtze Optical Fibre and Cable Joint Stock Limited Company,**

with registered address at No. 9 Guanggu Avenue, East Lake High-tech  
Development Zone, Wuhan, People's Republic of China,

registered with the Chinese company register under unified social credit code  
91420100616400352X,

## II

pursuant to a power of attorney, the original of which was available during the notarization of this deed, and a certified copy thereof is attached to this deed.

The persons appearing requested this deed to be recorded in the English language. The acting notary who is in sufficient command of the English language ascertained that the persons appearing are also in sufficient command of the English language. After having been instructed by the acting notary, the persons appearing waived their rights to obtain the assistance of a sworn interpreter and to obtain a certified translation of this deed.

When being asked, the persons appearing declared that there was no prior involvement (*Vorbefassung*) within the meaning of Section 3 para. 1 sub-para. 7 German Notarization Act (*Beurkundungsgesetz*).

The notary pointed out that he does not give advice on other law than German law. He further pointed out that he could not finally verify the power of representation of all parties present. Nonetheless the persons appearing requested immediate notarization.

Despite the Federal Court of Justice's (*Bundesgerichtshof*) well-known high requirements for "negotiation in detail" (*„Aushandeln im Einzelnen“*) within the meaning of § 305 Paragraph 1 Sentence 3 German Civil Code (BGB), the Parties are of the opinion that all provisions of this agreement have been negotiated in detail (*„im Einzelnen ausgehandelt“*) and therefore do not qualify as General Terms and Conditions (*Allgemeine Geschäftsbedingungen*). The notary has pointed out that otherwise some clauses might not stand up to content control (*„Inhaltskontrolle“*).

The persons appearing declared as follows requesting that it be notarized:

**SHARE AND ASSET PURCHASE AGREEMENT**

regarding the acquisition of the Cable Business RoW

between

1. **RFS Holding GmbH**, a German limited liability company with registered address at Kabelkamp 20, 30179 Hannover, Germany, registered with the commercial register at the lower court of Hannover under HRB 207293

- "Seller" -

and

2. **gatus 267. GmbH (in future named YOFC International (Germany) GmbH)**, a German limited liability company with registered address at Am Zirkus 2, c/o Cormoran GmbH, 10117 Berlin, Germany (in future c/o Taylor Wessing PartG mbB, Isartorplatz 8, 80331 Munich, Germany), registered with the commercial register at the lower court of Hamburg (in future Hannover) under HRB 181647

- "Purchaser 1" -

3. **Yangtze Optical Fibre and Cable Joint Stock Limited Company**, a Chinese listed company with registered address at No. 9 Guanggu Avenue, East Lake High-tech Development Zone, Wuhan, People's Republic of China, registered with the Chinese company register under unified social credit code 91420100616400352X

- "Purchaser 2" -

- Purchaser 1 and Purchaser 2 collectively the "**Purchasers**" and each individually a "**Purchaser**" -

- Seller and Purchasers collectively the "**Parties**" and each individually a "**Party**" -

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## Preamble

- A. On the date hereof (the "**Signing Date**"), Seller is the sole shareholder of
- A1. Radio Frequency Systems GmbH ("**RFS Germany**" or the "**Company**"), a German limited liability company, with registered address at Kabelkamp 20, 30179 Hannover, Germany, registered with the commercial register of the local court of Hannover under registration number HRB 52392. The registered share capital of RFS Germany amounts to EUR 10,225,850 and is divided into one share with a nominal value of EUR 10,225,850 (the "**Sold Share RFS Germany**"); and
  - A2. Radio Frequency Systems (Suzhou) Co. Ltd. ("**RFS China**"), a Chinese limited liability company, with registered address at No. 8 Xinting Road, Suzhou High-Tech Industrial Development Zone, People's Republic of China, registered with the Chinese company register under unified social credit code 91320505MA1MCW8Y05. The registered capital of RFS China amounts to USD 27,000,000 (the "**Sold Equity RFS China**" and jointly with the Sold Share RFS Germany the "**Sold Equity**").
- B. RFS Germany holds *inter alia* all shares and/or interest in the following entities (each a "**Target Subsidiary**" and jointly the "**Target Subsidiaries**"; the Target Subsidiaries together with RFS Germany and RFS China the "**Target Group**" or the "**Target Group Companies**", and each company of the Target Group hereinafter also referred to as a "**Target Group Company**"):
- B1. Radio Frequency Systems Pte. Ltd. ("**RFS Singapore**"), a Singaporean limited liability company, with registered address at #10-01 Ocean Financial Centre, Singapore 049315, registered with the commercial register of Singapore under registration number 199404388R. The registered share capital of RFS Singapore amounts to SGD 39,674,259 and is divided into 39,674,259 shares with a nominal value of SGD 1 each (the "**Shares RFS Singapore**");
  - B2. RFS Italia S.R.L. ("**RFS Italy**"), an Italian limited liability company, with registered address at Vimercate (MB), Via Energy Park 14 CAP 20871, Italy, registered with the chamber of commerce of Milano Monza Brianza Lodi under registration number MB – 1331643. The registered share capital of RFS Italy amounts to EUR 10,330 (the "**Shares RFS Italy**"); and
  - B3. RFS (UK) Ltd. ("**RFS UK**"), a limited liability company under the laws of England and Wales, with registered address at 9 Haddenham Business Park, Pegasus Wy Haddenham, Aylesbury, Buckinghamshire, HP17 8LJ, United Kingdom, registered with the Companies House under registration number 02497031. The registered share capital of RFS UK amounts to GBP 1,000 and is divided into 1,000 shares of the nominal value of GBP 1.00 each (the "**Shares RFS UK**" and jointly with the Shares RFS Singapore and the Shares RFS Italy the "**Target Subsidiary Shares**").
- C. Further,
- C1. RFS Germany is a minority shareholder in Logistics Warehousing Systems GmbH ("**LWS Germany**"), a German limited liability company, with registered address at Kabelkamp 20, 30179 Hannover, Germany, registered with the commercial register of the local court of Hannover under registration number HRB 200311. The registered share capital of LWS Germany which

- amounts to EUR 25,000 is divided into three shares with a nominal value of EUR 10,000, EUR 10,000 and EUR 5,000; RFS Germany holds 40% of the share capital, i.e. one share with a nominal value of EUR 10,000 (the "**Shares LWS Germany**"); and
- C2. RFS Germany is the sole shareholder of Radio Frequency Systems Africa (Pty) Ltc., a South African limited liability company registered with the Companies and Intellectual Property Commission, Pretoria under registration number 2018/558509/07 ("**RFS SA**"). RFS SA is dissolved and only the deregistration from the local register is still outstanding.
- C3. RFS Singapore has a branch office in Hong Kong, registered in the company register of Hong Kong under company number F8007 and registered address at 601 Prince's Building, Chater Road, Central, Hong Kong;
- C4. RFS Germany has a branch office in Dubai, with trading license number JLT-68259 and establishment number JLT4485; and
- C5. RFS China has a branch office in Shanghai under the name Radio Frequency Systems (Suzhou) Co., Ltd. Shanghai Xuhui Branch with registered address at Room 1702, No. 1065 Zhaojiabang Road, Xuhui District, Shanghai, People's Republic of China ("**RFS Shanghai Branch**").
- C6. RFS Germany has a liaison office at JE-09/104, Khirki Extension, Tikona Park, Malviya Nagar, 110017, Delhi, India (the "**India Liaison Office**"). The India Liaison Office has been closed, but the closure process has not yet been fully completed.
- C.7 RFS Germany has a permanent establishment with Tysk-Svenska Handelskammarens Service AB, a subsidiary of the German Swedish Chamber of Commerce (*AHK Schweden*), Sweden, which has been set up for payroll purposes in relation to a local employee (the "**Swedish Employee**"). The employment relationship of the Swedish Employee has been terminated and will end on 31 January 2024.
- D. Seller through (i) the Target Group, (ii) further fully owned subsidiaries *inter alia*, Radio Frequency Systems (Shanghai) Co. Ltd., a Chinese limited liability company, with registered address at Rongle East Road, Songjiang Industry Zone, Shanghai (Songkai II-67), People's Republic of China, registered with the Chinese company register under unified social credit code 913100006074009915 ("**RFS Shanghai**") and Radio Frequency Systems France SAS ("**RFS France**"), a limited liability company under the laws of France, with registered address at Rue Babtiste Marcet, 44570 Trignac, France, registered with the Regional Court of St. Nazaire under registration number 659804397 and Radio Frequency Systems Pty. Ltd., an Australian limited liability company, with registered address at 32-40 Garden Street, Kilsyth, Victoria 3137, Australia, registered with the company register of Australia under registration number 02497031 ("**RFS Australia**") is *inter alia* conducting the business of (a) the development, manufacture and sale of the Cable Business Products and (b) the resale of the Third Party Cable Products, in each case outside of the United States and Canada (the "**Cable Business RoW**").
- E. Seller, as dominating party, and RFS Germany, as dominated party, entered into a domination and profit and loss pooling agreement (*Beherrschungs- und Gewinnabführungsvertrag*) on 7 / 28 August 2013 (the "**DPLPA**"). Seller and RFS Germany entered into a termination agreement regarding the DPLPA pursuant to

section 296 AktG with effect as of 31 December 2022 and Seller passed a notarized shareholder's resolution approving the termination; copies of the termination agreement and the shareholder's resolution are attached hereto as **Schedule E**. The termination of the DPLPA has been registered in the commercial register on 6 February 2023.

- F. Seller, acting as cash pool leader, operates a cash pool system (the "**Cash Pool System**") in which the Target Group Companies outlined in Schedule F below (the "**Cash Pool Participants**") participate; a list of the cash pool agreements with all material information pertaining thereto is attached hereto as **Schedule F**. As of any given date, liabilities which Seller may have vis-à-vis the Cash Pool Participants under the Cash Pool System shall be referred to as the "**Cash Pool Liabilities**", and claims which Seller may have against Cash Pool Participants under the Cash Pool System shall be referred to as the "**Cash Pool Claims**", in each case including interest at the rates provided in the Cash Pool System and as of and including the given date (for this purpose, accrued interest to be calculated, but not compounded, on a daily basis irrespective of other interest accrual arrangements).
- G. Purchasers intends to acquire the Cable Business RoW by (i) Purchaser 1 acquiring the Sold Share RFS Germany from Seller, (ii) Purchaser 2 acquiring the Sold Equity RFS China from Seller, and Seller intends to (a) sell and transfer the Sold Equity, (b) cause RFS Shanghai and RFS Australia to sell and/or transfer certain assets and/or employees to a Target Group Company and, (c) cause its Affiliates to transfer, assign or license certain Intellectual Property Rights relating to the Cable Business RoW as conducted immediately prior to the Closing Date to RFS China and RFS Germany, each pursuant to the terms and conditions of this Agreement and its Schedules ("**this Agreement**"). The transactions set forth herein are hereinafter referred to as the "**Transaction**".
- H. Purchasers acknowledge that as part of a separate transaction, Seller has sold and transferred Seller's cable business in the USA and Canada (the "**Cable Business NA**") and the global base station antenna business to Amphenol Corporation (the "**Buyer NA**" and the transaction the "**Cable Business NA Transaction**").
- I. Seller has undertaken to separate the Cable Business RoW from obligations and liabilities in respect of (i) the other business conducted by Seller, the Target Group, RFS Shanghai and RFS Australia and (ii) the Cable Business NA Transaction (the "**Out-of-Scope-Business**").

Now, therefore, with this Preamble as an integral part of this Agreement, the Parties agree as follows:

## 1. Selected defined terms and abbreviations

In this Agreement, except where set forth otherwise, the following capitalized terms and abbreviations shall have the following meaning:

**"Accounting Principles"**: International Financial Reporting Standards (IFRS) and Local GAAP, as applicable, and the accounting policies, practices and methods in use by the Target Group Companies in a manner consistent with past practice for the preparation of financial statements.

**"Accounts Payable"**: Any third-party trade payables including against Seller's Affiliates other than the Target Group Companies within the meaning of § 266 (3) C. 4. HGB (*Verbindlichkeiten aus Lieferungen und Leistungen*).

**"Accounts Receivable"**: Any (gross) trade receivables (*Forderungen aus Lieferungen und Leistungen*).

A sample calculation of the Accounts Receivable and the Accounts Payable of the Target Group Companies as per 31 May 2023 is included in Schedule 10.1.

**"Affiliates"**: any individual person and/or Legal Entity who or which are affiliated enterprises within the meaning of sections 15 *et seqq.* AktG.

**"AktG"**: the German Stock Corporation Act (*Aktiengesetz*).

**"AMR"** shall mean the local Bureau of Administration of Market Regulation in charge of company registration in People's Republic of China.

**"AoA"**: articles of association.

**"Assigned Company Non-Patented Intellectual Property"**: as set forth in the Intellectual Property Transfer and License Agreement.

**"Assigned Patents"**: as set forth in the Patent Assignment Agreement.

**"Assigned Trademarks"**: as set forth in the Trademark Assignment Agreement.

**"AWV"**: the Foreign Trade and Payments Ordinance (*Außenwirtschaftsverordnung*).

**"Balance Sheet Deductible Items"**: the balance sheet items of the Target Group Companies set forth in Schedule 10.1 which are to remain economically with Seller and to be taken into account as deductibles for the calculation of the Purchase Price.

**"Balance Sheet Increase Items"**: the balance sheet items of the Target Group Companies set forth in Schedule 10.1 which are to remain economically with Seller and to be taken into account as increase items for the calculation of the Purchase Price.

A sample calculation of the Balance Sheet Deductible Items and Balance Sheet Increase Items of the Target Group Companies as per 31 May 2023 is included in Schedule 10.1.

**"BGB"**: the German Civil Code (*Bürgerliches Gesetzbuch*).

**"BMWi"**: the German Federal Ministry for Economic Affairs and Climate Action (*Bundesministerium für Wirtschaft und Klimaschutz*).

**"Business Day(s)":** any days other than Saturdays, Sundays and public holidays, in each case in Hannover, Germany.

**"Cable Business Products"** shall mean the products listed on **Schedule 1a** hereto. For the avoidance of doubt, Cable Business Products shall exclude Third Party Cable Products.

**"Cash":** means the aggregate amount of the following cash and cash equivalents of the Target Group Companies:

- (a) cash on hand and cash credited to an account with banks, financial or similar institutions and cash equivalents;
- (b) cash held as a deposit to secure obligations (bonds, bank acceptance draft);
- (c) marketable securities; and
- (d) claims against affiliated enterprises which are not a Target Group Company, including the cash pool claims of any Cash Pool Participant against Seller, i.e. the Cash Pool Liabilities, but excluding any claims already accounted for under the Balance Sheet Increase Items.

A sample calculation of Cash of the Target Group Companies as per 31 May 2023 is included in Schedule 10.1.

**"Company Owned Non-Patented IP":** as set forth in the Intellectual Property Transfer and License Agreement.

**"Competitor":** any individual person or Legal Entity that conducts any business activities that are in whole or predominantly in competition with the Business.

**"Confidential Information":** any content of this Agreement and any and all non-public information about a Target Group Company, Seller, Purchasers or each of their Affiliates, including any and all such information created, transferred, recorded or employed as part of, or otherwise resulting from any activities undertaken pursuant to this Agreement, including business, organizational, technical, financial, marketing, operational, regulatory or sales information of a Target Group Company, Seller, Purchasers or each of their Affiliates.

**"Conversion Principle":** the Euro foreign exchange rates, expressed as the amount of foreign currency per EUR 1 published by the European Central Bank at or around 4:00 pm CET as published on the website of the European Central Bank ([Euro foreign exchange reference rates \(europa.eu\)](https://www.ecb.europa.eu/press/pr/eurofxref/)) on a particular Business Day.

**"Debt":** means the aggregate amount of the following financial debt obligations (including interest accrued, if any) of the Target Group Companies:

- (a) liabilities owed to banks, financial or other similar institutions (*Verbindlichkeiten gegenüber Kreditinstituten*), except for liabilities under the Senior Facilities Agreements (as defined below) in an amount up to the Repayment Amount (as defined below);
- (b) liabilities to affiliated enterprises which are not a Target Group Company, except for (i) any cash pool liabilities of any Cash Pool Participant towards

Seller, i.e. the Cash Pool Claims and (ii) any liabilities already accounted for under the Balance Sheet Deductible Items; and

- (c) rental deposits;

provided that no amount is taken into account more than once. A sample calculation of Debt of the Target Group Companies as per 31 May 2023 is included in Schedule 10.1.

**"Default Rate"**: the rate of 8% per annum (calculated according to section 34.6).

**"Due Diligence"**: the legal, tax, financial, commercial, and technical due diligence conducted by Purchasers and its advisors on the Target Group Companies with the information made available in the virtual data room hosted by Midaxo for "Project Yves" and made available for review until 14 July 2023 (the **"Data Room"**).

**"Environmental Harm"** comprises all contamination of the ground, the air in the ground, sewage water, surface water and ground water, harmful substances and dangerous or environmentally harmful substances in and on structures (such as asbestos), structural and technical facilities and parts of such facilities embedded in the ground (such as foundations or bunkers), harm to species and natural environment, military materials and substances as well as waste. In particular, Environmental Harm includes harmful changes to the ground (*schädliche Bodenveränderungen*), suspicious areas (*Verdachtsflächen*), pre-existing contamination (*Altlasten*) and areas with suspected pre-existing contamination (*altlastverdächtige Flächen*) within the meaning of section 2 of the German Act for the Prevention of Harmful Changes to the Soil and for the Rehabilitation of Contaminated Sites (*Gesetz zum Schutz vor schädlichen Bodenveränderungen und zur Sanierung von Altlasten*, **"BBodSchG"**) and dangerous substances or compounds within the meaning of the applicable legal regulations, administrative provisions and technical guidelines, including (other) requirements under (European) law or any other environmental, health or safety laws applicable to the Company. Structural facilities within the meaning of the above regulation include buildings and facilities above and below the ground (including pipes, sewage lines, tanks, foundations, etc.) without regard to whether they are firmly connected to the real property and/or otherwise constitute a legal unity with real property.

**"EUR"**: the lawful currency of the member states of the European Union which from time to time adopt it as their currency in accordance with the relevant provisions of the Treaty on European Union and the Treaty on the Functioning of the European Union or their succeeding treaties.

**"Inventory"**: all inventory, finished goods, goods-in-transit, supplies, containers, packaging materials, parts, raw materials, work-in-progress, semi-finished goods, samples, unfinished services and other inventories of the Target Group Companies. A sample calculation of the value of Inventory of the Target Group Companies as per 31 May 2023 is included in Schedule 10.1.

**"Intellectual Property Rights" or "IPR"**:

- (a) trademarks, service marks, trade names and domain names;
- (b) patents, patent applications, and patentable ideas, inventions, and/or improvements;



- (c) trade secrets, proprietary information, and know-how;
- (d) copyrights and related rights; and
- (e) any and all rights associated with the foregoing.

**"IP Transferring Entities"** shall mean the Patent Transferring Entities and the Other IP Transferring Entities.

**"Law(s)"**: all or any applicable law, regulation, directive, binding guideline or rule or decree, order or decision of any court or governmental authority (applicable in any jurisdiction and relating to any matter whatsoever).

**"Legal Entity"**: any corporation, company, limited liability company, partnership, association or any legal entity established pursuant to the Laws of any respective jurisdiction.

**"Liens"**: any mortgage, lien (except for any lien for Taxes not yet due and payable), pledge, registered pledge, financial pledge, security interest, or other similar right of any third party providing for a collateral or security for a financial liability.

**"Local GAAP"**: Generally accepted accounting principles (GAAP) as in effect on the date of preparation of the respective accounting document in question in the relevant jurisdiction.

**"Notary"**: the officiating notary, Sebastian Herrler, Munich.

**"NPE"** shall mean a non-practicing entity, i.e. a person, group or legal entity which, when objectively assessed, viewed collectively with its Affiliates, (a) derives most of its revenue from enforcing or monetizing patents, and/or (b) follows a business model that includes holding patents for the primary purpose of asserting and/or filing patent infringement claims against other persons, groups or legal entities for monetary gain and has only negligible other business activities.

**"Ordinary Course of Business"**: an action taken will be deemed to have been taken in the "Ordinary Course of Business" only if such action is in compliance with applicable Laws and consistent with the past practices of the respective Target Group Company within the last three years prior to the Signing Date and has been taken in the ordinary course of business of the normal day-to-day operations of the respective Target Group Company.

**"Other IP Transferring Entity"** shall mean Seller and any of its Subsidiaries which are not a Target Group Company that own any Transferred Intellectual Property (other than Assigned Patents) and/or RFS Licensed Non-Patented Intellectual Property.

**"Patent Transferring Entity"** shall mean Nokia Solutions and Networks Oy and any of its Subsidiaries which are not a Target Group Company.

**"Purchasers' Knowledge"** shall mean the actual knowledge of Dr. Zhuang Dan, Ms. Zhou Lijing, Mr. Yang Jinpei, Ms. Liang Fei or Ms. Liu Xueqi at the Signing Date of the underlying facts, circumstances or events which form the basis of a (potential) Indemnification Claim (*anspruchsbe gründende Umstände i.S.v. § 199 Abs. 1 Nr. 2 BGB*).

**"Related Party" or "Related Parties"**: any individual person or Legal Entity who or which are (i) Affiliates or (ii) relatives within the meaning of section 15 AO.

**"RFS Licensed Non-Patented Intellectual Property"** as set forth in the Intellectual Property Transfer and License Agreement.

**"Seller's Best Knowledge"** shall mean (i) the actual knowledge (*positive Kenntnis*) or (ii) the deemed knowledge (*fahrlässige Unkenntnis*) of any of Monika Maurer, Wichard von Bredow, Jörn Schmidt as well as of the Target Group Companies' HR director Britta Ferner and Head of Sales Operations Stefan Schäfer.

**"Standard Patent"**: shall have the same meaning as set forth in the Intellectual Property Transfer and License Agreement.

**"Subsidiary"**: with respect to any individual person and/or Legal Entity, (i) any corporation more than 50% of whose stock is owned by such individual person and/or Legal Entity directly or indirectly through one or more subsidiaries, and (ii) any partnership, limited liability company, association or similar company in which such individual person and/or Legal Entity directly or indirectly through one or more subsidiaries has more than a 50% equity interest.

**"Tax" or "Taxation"** means any (i) taxes (*Steuern*) and ancillary charges (*steuerliche Nebenleistungen*) within the meaning of Section 3 German Fiscal Code (*Abgabenordnung*, "AO") and any taxes and ancillary charges under the legislation of any other jurisdiction; (ii) duties (*Zölle*), (iii) charges and contributions (*Beiträge und Gebühren*) of and/or by or on behalf of any chamber or similar association established under public law, including payments to Chambers of Commerce (*Industrie- und Handelskammern*), the Pension Protection Fund (*Pensionssicherungsverein*), Employers' Liability Insurance Associations (*Berufsgenossenschaften*) and social security contributions (*Sozialversicherungsbeiträge*) and similar charges under the legislation of any other jurisdiction imposed on any Target Group Company, (iv) investment allowances (*Investitionszulagen*), investment subsidies (*Investitionszuschüsse*) or similar benefits granted or received by or on behalf of any public body (e.g. corona funding programs) as well as any repayment claims (*Rückforderungsansprüche*) relating thereto, as well as (v) payment obligations under a secondary liability or contractual or legal obligation with respect to taxes, ancillary obligations, duties, charges and contributions within the meaning of (i) to (iv) (*Haftung für Steuern*) including but not limited to, tax allocation under a tax sharing agreement (*Steuerumlagen*) as well as a VAT Group-Charge as defined in Section 17.4.6; in each case including surcharges for overdue payments, interest, costs, penalties and fines and any other additions thereto and irrespective of the period such interest or similar time related addition relates to.

**"Tax Asset"**: (i) any Tax Refund, Tax credit and/or Tax saving, and (ii) any other kind of Tax advantage resulting in an actual effective benefit for a Target Group Company.

**"Tax Authority"**: any German or foreign taxing or other authority competent to impose any liability to Tax.

**"Tax Proceedings"**: shall mean any Tax related administrative and/or judicial action and/or proceedings (including preparatory measures), e.g. preparation and/or filing of Tax Returns, Tax assessments, Tax audits, Tax related investigations, objections, appeals, any other kind of legal remedies, meetings and/or correspondence with any Tax Authority.

**"Tax Refund"**: any received repayment of any Tax (including by way of set-off, deduction or any other kind of clearance) and/or any valid claim for a Tax repayment (including by way of set-off, deduction or any other kind of clearance).

**"Tax Returns"** shall mean each return (including any information return), report, statement, declaration, estimate, schedule, notice, notification, form, election, certificate or other document or information filed with or submitted to, or required to be filed with or submitted to, any Tax Authority in connection with the determination, assessment, collection or payment of any Tax or in connection with the administration, implementation or enforcement of or compliance with any Tax Law, including any amendment thereof or attachment thereto.

**"Territory"** shall mean any countries other than the USA and Canada.

**"Third Party Cable Products"** shall mean the products listed on **Schedule 1b** hereto.

**"Transferred Intellectual Property"** shall mean, collectively, the (i) Assigned Company Non-Patented Intellectual Property; (ii) Assigned Patents; and (iii) Assigned Trademarks.

**"VAT"**: any value added Tax within the meaning of the European Union Council Directive 2006/112/EC of 28 November 2006 (as amended from time to time) or any similar or comparable tax pursuant to tax laws of jurisdictions outside the European Union, including but not limited to, goods and services tax (GST) and sales tax.

## **2. Sale, assignment and transfer of the Sold Share RFS Germany**

### **2.1 Sale of the Sold Share RFS Germany to Purchaser 1**

Seller hereby sells (*verkaufen*) the Sold Share RFS Germany to Purchaser 1 and Purchaser 1 hereby accepts such sale.

### **2.2 Assignment and transfer of the Sold Share RFS Germany**

Subject to the condition precedent set forth in Section 2.3, Seller hereby assigns (*abtreten*) the Sold Share RFS Germany to Purchaser 1 and Purchaser 1 hereby accepts such assignment.

### **2.3 Condition precedent**

The assignment of the Sold Share RFS Germany and of the Cash Pool Claims (if any) is subject to the condition precedent (*aufschiebende Bedingung*) of the Closing Actions pursuant to Sections 13.4.1 through 13.4.14 having been carried out or waived as the case may be (the "**Condition Precedent**").

### **2.4 Ancillary rights**

The sale and assignment of the Sold Share RFS Germany shall include all ancillary rights appertaining thereto, including any profits and dividends not yet distributed on the Closing Date.

### **2.5 Consent requirements**

2.5.1 Seller, in its capacity as shareholder of RFS Germany, hereby, waiving any requirements as to time or form prescribed by law or by the articles of association with regard to the convocation, preparation and holding of a shareholders' meeting, holds an extraordinary shareholder's meeting and resolves as follows:

2.5.1.1 Seller hereby

(a) explicitly consents to the sale and assignment of the Sold Share RFS Germany to Purchaser 1 in accordance with section 9 of RFS Germany's AoA and

(b) hereby waives any pre-emptive rights, rights of first purchase, rights of re-purchase or similar rights with respect to the sale and transfer of the Sold Share RFS Germany.

2.5.2 Seller's advisory board approved the transaction; the approval is attached hereto as **Schedule 2.5.2**

### **2.6 Power of attorney**

The Parties are aware of the fact that Purchaser 1 may exercise its shareholder rights vis-à-vis RFS Germany only after Purchaser 1 has been recorded as shareholder in the shareholders' list filed with the commercial register. Therefore, Seller hereby grants to Purchaser 1, subject to the fulfilment of the Condition Precedent pursuant to Section 2.3, irrevocably and exempted from the restrictions of section 181 BGB, a power of attorney to exercise without limitation any and all shareholders' rights with

respect to the Sold Share RFS Germany. This power of attorney shall automatically expire upon publication of a new shareholders' list of the RFS Germany in the commercial register recording Purchaser 1 as sole shareholder of RFS Germany.

### **3. Profit and loss transfer agreement RFS Germany**

#### **3.1 DPLPA settlement**

- 3.1.1 The Parties agree and acknowledge that on the basis of the audited and approved annual accounts of RFS Germany as per 31 December 2022 ("**Accounts 2022**"), Seller had a liability towards RFS Germany for the compensation of losses (plus any applicable interest thereon) for the period 1 January 2022 to 31 December 2022 (*Verlustausgleichsverbindlichkeit* - "**Loss Compensation Obligation**") in an amount of EUR 42,928,256.01.
- 3.1.2 The Parties agree and acknowledge that the Loss Compensation Obligation under Section 3.1.1 has been fully settled prior to the Signing Date via respective wire transfer by Seller to RFS Germany.
- 3.1.3 If, after Closing, either Seller or RFS Germany is obliged to transfer any amounts to the respective other party under the DPLPA, as the case may be, Seller shall make and Purchaser 1 shall cause RFS Germany to make such payment in due time. For any amounts transferred by Seller to RFS Germany under the DPLPA after the Closing, Purchaser 1 shall reimburse Seller. For any amounts transferred by RFS Germany to Seller under the DPLPA after Closing, Seller shall reimburse Purchaser 1. The reimbursements set forth in the preceding two sentences each shall take place within ten Business Days after the respective payment has been made by either Seller or RFS Germany, as the case may be.
- 3.1.4 The Parties' reimbursement obligations under Section 3.1.3 shall in particular apply to any payment under the DPLPA from Seller to RFS Germany or from RFS Germany to Seller, as the case may be, arising out of any challenge, modification or correction of RFS Germany's annual accounts after the Closing which have been prepared for a financial period during the fiscal unity (*ertragsteuerliche Organschaft*) under the DPLPA, irrespective of whether (i) such challenge, modification or correction was required by applicable Laws or not and/or (ii) such claim is asserted by the management of, or a potential insolvency administrator over the assets of, RFS Germany.
- 3.1.5 Claims of the Parties under this Section 3.1 shall not become time-barred prior to the expiry of three months after the claims under the DPLPA are time-barred.

#### **3.2 Cooperation of Parties**

- 3.2.1 Purchaser 1 shall refrain, and Purchaser 1 shall ensure that RFS Germany refrains, from undertaking any modification or correction of RFS Germany's annual accounts which have been prepared for any financial period during the fiscal unity (*ertragsteuerliche Organschaft*) under the DPLPA, unless such modification or correction is required by applicable Law.
- 3.2.2 The Parties shall fully cooperate, and Purchaser 1 shall ensure that RFS Germany fully cooperates, to ensure that, in accordance with applicable German Tax Laws, in particular, without limitation, section 14 para. 1 no. 3

German Corporate Income Tax Act, any action is taken to ensure that the fiscal unity (*ertragsteuerliche Organschaft*) based on the DPLPA between Seller and RFS Germany is and will be accepted by the German tax authorities for the duration of the DPLPA.

### **3.3 DPLPA securities, indemnification**

In case Seller is asked to provide security pursuant to section 303 para. 1 AktG which have been substantiated and/or have become due after the Closing Date, Purchaser 1

- (a) shall or shall ensure that any of the Target Companies will provide security on behalf of Seller; or
- (b) in the event that the security provided by Purchaser 1 or any of the Target Companies is not accepted by the respective creditor, shall indemnify and hold harmless Seller from any costs and expenses reasonably incurred by him for providing the security or for enforcement in such security by the respective creditor.

## **4. Termination of Cash Pool System**

### **4.1 Interim Period**

In the time period between the Signing Date and until at least 10 Business Days prior to the Closing Date, Seller shall continue to operate the Cash Pool System described in Section G consistent with terms and conditions applicable at the Signing Date. Seller shall ascertain that the cash pool agreements are terminated the latest with effect as per the Closing Date. Seller and the other Cash Pool Participants may reallocate the Cash Pool Claims and Cash Pool Liabilities prior to the Closing Date in order to achieve consolidation of the Cash Pool Claims and Cash Pool Liabilities.

### **4.2 Assignment of Cash Pool Claims**

Seller hereby sells and, subject to the Condition Precedent, assigns the Cash Pool Claims, if any, against the Target Group Companies as per the Closing Date to Purchaser 1 and Purchaser 1 hereby accepts such sale and assignment.

### **4.3 Assumption of Cash Pool Liabilities, indemnity**

Seller and Purchaser 1 shall and Seller shall cause RFS Germany to enter into a liability assumption agreement substantially in the form of **Schedule 4.3** (the "**Cash Pool Liabilities Assumption Agreement**") under which Purchaser 1 with the approval of RFS Germany assumes the Cash Pool Liabilities as of the Closing Date, but in any case, not exceeding an amount of EUR 43,000,000 (the "**Assumed Cash Pool Liabilities**"), from Seller with debt releasing effect conditional upon Closing (effective one second after Closing) against payment of an amount equal to the Assumed Cash Pool Liabilities payable by Seller to Purchaser 1 (the "**Cash Pool Payable**") which is to be set off against the Purchase Price in accordance with Section 10.1.1 and 10.4. The final amount of the Assumed Cash Pool Liabilities shall be determined based on the final and binding Closing Accounts and shall be final and binding for the Parties. Any amount exceeding the Assumed Cash Pool Liabilities shall remain with Seller. Purchaser 1 shall indemnify and hold Seller harmless from and against any claims or rights in connection with the Assumed Cash Pool Liabilities assumed by Purchaser 1 under the Cash Pool Assumption Agreement irrespective if such claim or right is

asserted by any of the Cash Pool Participants and/or Purchaser 1's Affiliates and/or an insolvency administrator.

#### **4.4 Treatment of Cash Pool Claims and Cash Pool Liabilities.**

Any cash pool claims of any Cash Pool Participant against Seller, i.e. the Cash Pool Liabilities, per and including the Closing Date shall be taken into account in the Closing Accounts and shall be treated as Cash. Any cash pool liabilities of any Cash Pool Participant towards Seller, i.e. the Cash Pool Claims per and including the Closing Date shall not be taken into account in the Closing Accounts and shall not be treated as Debt and/or a Balance Sheet Deductible Item.

### **5. Existing Bank Financing**

**Schedule 5** contains a comprehensive list of loan agreements under which banks (the "**Finance Providers**") have granted loans to Target Group Companies in the nominal amount of EUR 13,745,995.97 as per 30 June 2023 (jointly the "**Senior Facilities Agreements**"). Seller shall provide to Purchasers five Business Days prior to the Scheduled Closing Date a release letter/agreement reasonably satisfactory to Purchasers (the "**Release Letter/Agreement**"), in which the Finance Provider shall commit itself to release any and all security granted under the Senior Facilities Agreements (if any) subject to the condition precedent of the payment of the full amount of the outstanding loans based on the Senior Facilities Agreements including accrued interest and fees payable as per the Closing Date (the "**Repayment Amount**"). Seller shall communicate to Purchasers the Repayment Amount at least three Business Days prior to the Scheduled Closing Date. Seller shall deliver at least two Business Days prior to the Scheduled Closing Date a pdf-copy of the executed Release Letter/Agreement.

### **6. Sale, assignment and transfer of the Sold Equity RFS China**

#### **6.1 Sale of the Sold Equity RFS China to Purchaser 2**

Seller hereby sells (*verkaufen*) the Sold Equity RFS China to Purchaser 2. Purchaser 2 hereby accepts such sale.

#### **6.2 Assignment and transfer of the Sold Equity RFS China**

To effect the full transfer of the Sold Equity RFS China to Purchaser 2 and to adhere to the local register requirements of the PRC, Seller and Purchaser 2 shall enter into the Equity Transfer Agreement substantially in the form of **Schedule 6.2** (the "**Equity Transfer Agreement**") prior to or on the Closing Date. For the avoidance of doubt, the Equity Transfer Agreement shall only serve the purpose to effect the full transfer of the Sold Equity RFS China to Purchaser 2 and to comply with the relevant local register requirements of the PRC, whereas any and all terms and conditions pertaining to the Sold Equity RFS China shall be solely governed by the mainbody of this Agreement and its provisions.

#### **6.3 Ancillary rights**

The sale and assignment of the Sold Equity RFS China shall include all ancillary rights appertaining thereto, including any profits and dividends of the current business year as well as any undistributed profits as per the Closing Date.

## 7. **Effective Date**

The sale and assignment of the Sold Equity shall be made with economic effect (*schuldrechtliche Wirkung*) as of the Closing Date.

## 8. **Transfer of Employment Agreements**

8.1 The Parties agree that the employees listed in **Schedule 8.1a**, (the "**RFS Employees**") pertain to the Cable Business RoW and shall transfer to Purchasers or Target Group Companies as listed in Schedule 8.1a. After Signing, Seller shall cause the respective employer of the RFS Employees as indicated in Schedule 8.1 to offer to each such RFS Employee to terminate their existing employment contract by mutual agreement with effect as of Closing with settlement of any and all claims pertaining to the employment relationship, including but not limited to bonus entitlements until Closing, and the respective Purchaser or Target Group Company, as the case may be, shall, at the same time, offer to such RFS Employees an equivalent employment relationship with the respective Purchaser or Target Group Company (as listed in Schedule 8.1a) instead of their existing employment relationship effective as of Closing and with the same or substantially the same terms and conditions as the respective agreement and for all RFS Employees marked in Schedule 8.1a with an asterisk (\*) ("**RFS Employees France**") with full credit to prior service (together the "**Contractual Transfer Offer**"). The Parties may opt to execute for any individual RFS Employees France a tripartite transfer agreement, which shall substantially be in the form as attached in **Schedule 8.1b** (the "**Tripartite Agreement**") and in the French language as binding language. Seller and Purchasers shall use reasonable efforts to ensure that the RFS Employees accept the Contractual Transfer Offer or the Tripartite Agreement, as the case may be. The Parties agree that the respective RFS Employees shall only be entitled to accept the Contractual Transfer Offer or Tripartite Agreement, as the case may be, until Closing.

8.2 Any of the RFS Employees refusing or not accepting the Contractual Transfer Offer or Tripartite Agreement until Closing ("**Non-Transferred Employees**") will remain an employee of the respective employer of the RFS Employees as indicated in Schedule 8.1a.

If an RFS Employee France qualifies as a Non-Transferred Employee and RFS France or any of its Affiliates paid a severance payment to such Non-Transferred Employee, Purchasers shall reimburse to RFS France or its Affiliates an amount equal to the severance paid to such Non-Transferred Employee if Purchasers or their Affiliates hire such Non-Transferred Employee within 12 months after Closing.

8.3 For the purpose of this Agreement, the RFS Employees minus the Non-Transferred Employees shall be defined as the "**Transferring Employees**".

## 9. **IPR related Contracts**

Seller shall and shall procure that, on the Closing Date, (i) Nokia Corporation, Seller, RFS Germany and RFS China enter into an Intellectual Property Transfer and License Agreement substantially in the form of **Schedule 9(i)** (the "**Intellectual Property Transfer and License Agreement**") regarding the license of certain patents, the sale and the assignment and license of certain other Intellectual Property Rights related to the Cable Business RoW as conducted immediately prior to the Closing Date, (ii) Nokia Solutions and Networks Oy, Nokia Shanghai Bell Co., Ltd and RFS Germany enter into a Patent Assignment Agreement substantially in the form of **Schedule 9(ii)** (the "**Patent Assignment Agreement**") regarding, the sale and the assignment of



the Assigned Patents and (iii) RFS France enter into a Trademark Assignment Agreement with RFS Germany substantially in the form of **Schedule 9(iii)** (the "**Trademark Assignment Agreement**") and jointly with the Intellectual Property Transfer and License Agreement and the Patent Assignment Agreement the "**IP Agreements**") regarding the sale and the assignment of Assigned Trademarks. Unless this Agreement explicitly provides otherwise, any matters concerning Intellectual Property Rights shall exclusively be governed by the IP Agreements.

## 10. Purchase Price

### 10.1 Purchase Price Sold Equity and Cash Pool Claims

10.1.1 The purchase price payable by Purchasers to Seller for the Sold Equity, any Intellectual Property Rights transferred or licensed under the IP Agreements and the Cash Pool Claims (if any) and taking into account the set-off of the Cash Pool Payable shall be calculated and determined as follows:

(a) EUR 7,100,000 (in words: Euro seven million one hundred thousand),

*plus*

(b) Cash as per the Closing Date, if any,

*minus*

(c) Debt as per the Closing Date, if any,

*plus*

(d) Balance Sheet Increase Items as per the Closing Date,

*minus*

(e) Balance Sheet Deductible Items as per the Closing Date,

*minus*

(f) The amount by which the total net Inventory value (after intercompany elimination) as of the Closing Date falls short of EUR 34,200,000 (Euro thirty-four million two hundred thousand);

(the "**Purchase Price**")

*minus*

the Cash Pool Payable

(the "**Overall Payable**").

A sample calculation of the Purchase Price based on Cash, Debt, Inventory, Balance Sheet Deductible Items and Balance Sheet Increase Items of the Target Group Companies and the Cash Pool Payable, both as per 31 May 2023, is attached as **Schedule 10.1**.

- 10.1.2 The Parties agree that a certain amount of the Purchase Price is to be paid under the Equity Transfer Agreement as purchase price for the Sold Equity RFS China ("**Purchase Price Sold Equity RFS China**"). At least three Business Days prior to Closing, Seller will provide Purchaser 2 with the Purchase Price Sold Equity RFS China with underlying supporting documentation. The adjustments to the Purchase Price determined pursuant to Section 10.6 shall be allocated to the Sold Share RFS Germany and the Sold Equity RFS China as applicable and to the extent permitted by applicable Law. Any amount allocated to the Sold Equity RFS China shall be paid to the respective party of the Equity Transfer Agreement.

## 10.2 Estimated Purchase Price

- 10.2.1 At least five Business Days prior to Closing, Seller shall provide to Purchasers a good faith estimate (with underlying supporting documentation) of the Purchase Price the "**Estimated Purchase Price** ") and the Cash Pool Payable (the "**Estimated Cash Pool Payable**" and the Estimated Purchase Price minus the Estimated Cash Pool Payable the "**Estimated Closing Payable**") in text form (email sufficient) based on and including an update of Schedule 10.1. The Parties will mutually agree if further cash shall be injected in order to achieve a positive Estimated Closing Payable.
- 10.2.2 If the Estimated Closing Payable is positive (but – for the purpose of calculating the Escrow Amount – deducting of cash in the Target Group which has been injected to achieve a positive Estimated Closing Payable), an amount of 50% of the Estimated Closing Payable but not exceeding EUR 1,500,000 ("**Escrow Amount**") shall serve as security for Purchasers for any payment which Seller may owe to Purchasers under this Agreement and shall be paid by Purchasers to the Escrow Account.

## 10.3 Payments on the Closing Date

- 10.3.1 On the Closing Date, Purchasers shall pay
- (a) to Seller's Account the Estimated Purchase Price (i) minus the Purchase Price Sold Equity RFS China payable under the Equity Transfer Agreement (if any) and (ii) minus the Escrow Amount, which Purchasers shall pay separately on the Escrow Account (iii) minus the Estimated Cash Pool Payable;
  - (b) to Seller's Account the Purchase Price Sold Equity RFS China payable under the Equity Transfer Agreement (if any); and
  - (c) to the Escrow Account the Escrow Amount (if any).

Any payment under this Section 10.3.1 shall have debt discharging effect (*schuldbefreiende Wirkung*) for Purchasers upon receipt of the respective amount on Seller's Account or the Escrow Account, as the case may be.

- 10.3.2 In the event that the Estimated Closing Payable is negative, on the Closing Date, Seller shall pay to Purchaser 1's Account the Estimated Closing Payable and to Purchaser 2's Account the Purchase Price Sold Equity RFS China payable under the Equity Transfer Agreement (if any). Any payment under this Section 10.3.2 shall have debt discharging effect (*schuldbefreiende*

*Wirkung*) for Seller upon receipt of the respective amount on the respective Purchaser's Account.

#### 10.4 Determination of the final Overall Payable

- 10.4.1 The Cash, Debt, Cash Pool Liabilities, Balance Sheet Deductible Items, Balance Sheet Increase Items, the value of the Inventory and the Cash Pool Payable shall be determined on the basis of an update of Schedule 10.1 based on a consolidated pro-forma balance sheet for the Target Group Companies as per the Closing Date prepared in accordance with International Financial Reporting Standards (IFRS), applying the Conversion Principle as per the Closing Date if and to the extent necessary to convert foreign currencies into EUR (the "**Closing Date Accounts**").
- 10.4.2 Purchasers will provide Seller with the Closing Date Accounts and a calculation of the Overall Payable (the "**Purchase Price Calculation**") within three months of the Closing Date.
- 10.4.3 The Closing Date Accounts shall be prepared in compliance with the principles of formal and substantive balance sheet continuity, applying the same valuation methods and exercising in the same way all options to capitalize or to carry as a liability as done in the past.
- 10.4.4 The Purchase Price Calculation will be binding on the Parties unless Seller objects to it in writing to Purchasers within 30 days of receipt of the Purchase Price Calculation by (i) setting out in detail its objections in respect of each objected invoice item and (ii) submitting a corrected Purchase Price Calculation reflecting its opinion.
- 10.4.5 In the event of Seller's objection under Section 10.4.4, the Parties will endeavor to reach an agreement on the Purchase Price Calculation within one month of receipt of the objection by Purchasers. If the Parties fail to reach an agreement within this period, they shall jointly appoint an independent accounting firm of recognized international standing, which is not an auditor of Purchasers or Seller or their respective Affiliates as a neutral expert arbitrator ("**Expert Arbitrator**") within 10 days of the expiry of this period.
- 10.4.6 If the Parties are unable to agree on an Expert Arbitrator within this ten-day period, the Expert Arbitrator shall be appointed by the board of the Institute of Chartered Accountants in Düsseldorf (*Institut der Wirtschaftsprüfer e.V.*) at the request of Purchasers or Seller.
- 10.4.7 The expert shall only review the calculation items in dispute between the Parties and shall in its decision remain within the value limits defined by Purchasers' Purchase Price Calculation, the objection and Seller's corrected Purchase Price Calculation.
- 10.4.8 The expert shall make its decision at its reasonable discretion in accordance with sections 317 et seqq. BGB. The decision is binding and unappealable for the Parties unless it is manifestly unfair within the meaning of section 319 para 1 BGB. The expert shall make a final decision on the allocation of its costs and expenses for the expert's proceedings, including reasonable fees and expenses of the Parties for their advisers, in accordance with section 91 ZPO.

- 10.4.9 The Parties shall conclude an Expert Arbitrator's agreement with the Expert Arbitrator subject to normal market terms. The Parties shall for this purpose accept the conditions proposed by the Expert Arbitrator, unless these are unreasonable. If the Expert Arbitrator appointed in accordance with Sections 10.4.5 and 10.4.6 refuses to sign a reasonable agreement, both Parties must make efforts to jointly and without undue delay appoint a new Expert Arbitrator in accordance with this Section 10.3.

## **10.5 Access to information**

- 10.5.1 Purchasers shall ensure that Seller as well as any Expert Arbitrator will, for the purpose of the preparation and review of the Closing Date Accounts and the Purchase Price Calculation, at any time after the Closing Date and within normal business hours (i) receive all information and documents which are reasonably necessary in the assessment of the aforementioned persons for the purposes of Section 10.3, and (ii) will for the purposes of Section 10.3 receive unrestricted access at normal business hours to all sources of information, including the management and employees of the Target Group Companies.
- 10.5.2 Purchasers shall ensure that Seller as well as any Expert Arbitrator is given unrestricted access to the annual financial statements of the Target Group Companies for years in the past and to the related work documents and records.

## **10.6 Adjustment Payment**

- 10.6.1 Within ten Business Days after the Purchase Price Calculation has become binding in accordance with Section 10.3:
- (a) Purchasers shall pay into Seller's Account the amount by which the Overall Payable exceeds the Estimated Closing Payable, if any.
  - (b) Seller shall pay into Purchaser 1's Account the amount by which the Estimated Closing Payable exceeds the Overall Payable, if any.
- 10.6.2 If and to the extent local payments are to be made under the Equity Transfer Agreement, the payments set forth in Section 10.6.1 shall be reduced accordingly.

## **10.7 VAT**

- 10.7.1 The Purchase Price as determined in Section 10 represents a net amount and does not include any VAT. Seller undertakes not to opt under this Agreement for VAT with respect to the Sold Equity pursuant to section 9 German VAT Act ("**UStG**") or any other similar legislation of any non-German jurisdiction. In the event that the sale and/or transfer of the Sold Equity is, despite full compliance of Seller with the undertaking not to opt for VAT, subject to VAT not payable by Purchasers under the reverse charge mechanism or any similar regime, the Purchase Price shall qualify as a net pricing agreement (*Nettopreisabrede*) to be increased by the statutory VAT amount appertaining to that portion of the Purchase Price. In the case of the aforementioned sentence, Seller shall issue to Purchasers an invoice in compliance with statutory VAT requirements without undue delay.

- 10.7.2 The Cash Pool Payable represents a net amount and does not include any VAT. Purchaser 1 undertakes not to opt under this Agreement for VAT with respect to the Assumed Cash Pool Liabilities pursuant to section 9 UStG or any other similar legislation of any non-German jurisdiction. In the event that the sale and/or transfer of the Assumed Cash Pool Liabilities is, despite full compliance of Purchaser 1 with the undertaking not to opt for VAT, subject to VAT not payable by Seller under the reverse charge mechanism or any similar regime, the Cash Pool Payable shall qualify as a net pricing agreement (*Nettopreisabrede*) to be increased by the statutory VAT amount appertaining to that portion of the Cash Pool Payable. In the case of the aforementioned sentence, Purchaser 1 shall issue to Seller an invoice in compliance with statutory VAT requirements without undue delay.

## 11. Form of payment and accounts

### 11.1 Form of payment

If not stated otherwise in this Agreement, any payments under this Agreement shall be made by wire transfer in immediately available funds, valued as per the relevant due date set out in this Agreement or otherwise provided by law, free of bank and/or any other charges.

### 11.2 Escrow

Seller and Purchasers shall enter into an escrow agreement with the Notary (the "**Escrow Agent**"), in accordance with the agreed form escrow agreement attached hereto as **Schedule 11.2** (the "**Escrow Agreement**"). Payments of the Escrow Amount to the Escrow Agent under this Agreement shall be made to bank account stated in the Escrow Agreement ("**Escrow Account**").

### 11.3 Seller's Account and Purchasers' Account

- 11.3.1 All payments to Seller under this Agreement, including in particular the Overall Payable and an adjustment payment pursuant to Section 10.6.1 (if any), shall be made to the following bank account of Seller ("**Seller's Account**").

Account number:	0500215 00
Bank:	Deutsche Bank AG
IBAN:	DE59 2507 0070 0050 0215 00
Bank identification code ( <i>Bankleitzahl</i> ):	250 700 70
SWIFT Code	DEUTDE2HXXX

- 11.3.2 All payments to Purchaser 1 under this Agreement, including in particular an adjustment payment pursuant to Section 10.5.2 (if any), shall be made to the bank account of Purchaser 1 ("**Purchaser 1's Account**") to be notified by Purchasers to Seller prior to Closing.

- 11.3.3 All payments to Purchaser 2 under this Agreement shall be made to the following bank account of Purchaser 2 ("**Purchaser 2's Account**").

Bank:	BANK OF COMMUNICATIONS, HUBEI BRANCH
Account Number:	421860158-38-5109825491
Bank identification ( <i>Address</i> ):	A RUITONG PLAZA,847 JIANSHE AVE,WUHAN 430015,P.R.CHINA
SWIFT Code	COMMCNSHWHN

## 12. Pensions

- 12.1 On the basis of the works agreement (*Betriebsvereinbarung*) Betriebsvereinbarung über die Richtlinien der Betrieblichen Altersversorgung dated 18 December 1991 (BAV) and several individual agreements on the basis of Gutehoffnungshütte, Aktienverein für Bergbau und Hüttenbetrieb's policy on retirement and surviving dependents' benefits for executives of 1981 (GHH), RFS Germany committed itself to employer-financed company pension plans by way of direct commitment providing for retirement allowance, disability allowance (disability and occupational disability), widow's/widower's and orphan's allowance (the "**Pension Plans**").
- 12.2 The value of the pension liabilities of RFS Germany pertaining to employees eligible to participate in the Pension Plans as per the Closing Date (the "**Pension Liabilities Amount**"), shall be calculated by means of the actuarial report (*versicherungsmathematisches Pensionsgutachten*) prepared by Mercer as per 31 December 2022 which is attached hereto as **Schedule 12.2** which shall be binding on the Parties.
- 12.3 Seller hereby undertakes and shall cause RFS Germany to establish at the latest until the Closing Date a contractual trust arrangement ("**CTA**") under German law with Aon Trust Germany GmbH (the "**Seller Funding Vehicle**") for the pension commitments towards employees eligible to participate in the Pension Plan substantially in the form of **Schedule 12.3**. The Seller shall cause RFS Germany to enter into the CTA as trustor (*Treugeber*) as defined in the CTA.
- 12.4 After the establishment of the CTA according to Section 12.3, but before Closing, Seller shall in fulfilment of the trust obligation of RFS Germany under the CTA pay, by way of abbreviated payment method (*im Wege des abgekürzten Zahlungswegs*), an aggregate cash amount equal to 100% of the Pension Liabilities Amount to the Seller Funding Vehicle. In the internal relationship, Seller will provide the funds via the Cash Pool System and book a respective Cash Pool Claim or reduce the Cash Pool Liability by a respective amount, as the case may be.
- 12.5 The Parties acknowledge and agree that the Pension Liabilities Amount shall not be taken into account in the Closing Accounts and shall not be treated as Debt, as they will be funded by Seller separately.

## 13. Closing

### 13.1 Conditions to Closing

The consummation of the Transaction (the "**Closing**") shall take place on the last calendar day of the month in which the last condition set forth in this Section 13.1 are met or waived by Purchasers, whichever is earlier, or at any other time or place as the Parties may mutually agree (the "**Scheduled Closing Date**"). Midnight (24:00 hrs.) CET of the day on which Closing occurs is referred to as "**Closing Date**". The Closing is subject to the following conditions precedent (the "**Closing Conditions**"):

- 13.1.1 Either (a) a clearance certificate pursuant to section 58 para 1 sentence 1 AWV has been obtained by Purchasers from the BMWi stating that the sale of the Sold Share RFS Germany does not conflict with the public order or security of the Federal Republic of Germany (the "**FDI Clearance Certificate**"), or (b) the two-months period since Purchasers' application for a FDI Clearance Certificate pursuant to section 58 para. 2, 14a para. 1 number 1 AWV has expired without the BMWi commencing the examination proceedings pursuant to section 55 para 1 sentence 1 AWV during this period, (c) the BMWi has not notified Purchasers within the two-month review period prescribed by section 55 para. 3 sentence 1, 14a para. 1, number 1 AWV of its decision to commence a formal investigation of the acquisition pursuant to section 55 para. 1 sentence 1 AWV; (d) the BMWi has not prohibited the proposed sale of the Sold Share RFS Germany or issued binding orders (*Anordnungen*) in relation thereto within the four-month examination period prescribed by section 59 para. 1 sentence 1, 14a para. 1, number 2 AWV, (e) prior to the expiration of the four-month review period prescribed by section 59 para. 1 sentence 1, 14a para. 1, number 2 AWV, the BMWi issues binding orders in relation to the sale of the Sold Share RFS Germany, without prohibiting it;
- 13.1.2 Either (a) the Treasurer of the Commonwealth of Australia ceases to be empowered under the Foreign Acquisitions and Takeovers Act 1975 (Cth) (the "**FATA**") to make any order under Division 2 of Part 3 of the FATA or (b) the Treasurer of the Commonwealth of Australia gave written notice of a decision that the Commonwealth Government has no objection to the acquisition of (i) the Assets Australia by NewCo Australia and (ii) NewCo Australia and/or Target Group Companies by Purchasers and that notice is, in each case, either free from conditions or subject to conditions that are acceptable to Purchasers or Seller, as the case may be, in their absolute discretion taking into account Section 29.2.3 (the "**FIRB Clearance**");
- 13.1.3 The merger control clearance required under the applicable merger control provisions of the cartel offices in Australia (ACCC) (the "**Local CO**") has been obtained or the relevant waiting period has expired;
- 13.1.4 Purchaser 2 has obtained shareholders' approval as regards to the consummation of the Transaction; and
- 13.1.5 Seller has paid an aggregate cash amount equal to 100% of the Pension Liabilities Amount to the Seller Funding Vehicle in accordance with Section 12.4.

### 13.2 Satisfaction of Closing Conditions

- 13.2.1 The Parties shall use their best endeavors to ensure the satisfaction of the Closing Condition referred to in Sections 13.1.1 through Section 13.1.3.
- 13.2.2 Purchasers shall use their best endeavors to ensure the satisfaction of the Closing Condition referred to in Sections 13.1.4.

### 13.3 Information and Waiver

- 13.3.1 Each Party shall give evidence to the other Parties of the satisfaction of a Closing Condition or of the impossibility to satisfy such Closing Condition, in each case without undue delay of becoming aware of the same.

- 13.3.2 Without prejudice to any rights and obligation of the Parties (except for the right to withdraw from this Agreement) under this Agreement, the Parties may at any time jointly waive any of the Closing Conditions taking into account Section 29.2.3.
- 13.3.3 Without prejudice to any obligation of Seller and any right of Purchasers (except for the right to withdraw from this Agreement) under this Agreement, Purchasers may at any time waive the Closing Conditions set forth in Sections 13.1.4 and 13.1.5 by notice to Seller.

#### **13.4 Place of Closing / Closing Actions**

If all Closing Conditions have been either met or legitimately waived, the Parties shall be obliged to meet on the Scheduled Closing Date at the offices of Bird & Bird LLP, Maximiliansplatz 22, 80333 Munich, Germany/Seller, or at such other location or time as mutually agreed upon by the Parties to carry out the following actions (the "**Closing Actions**") in the order set out below. Regardless of the order of the Closing Actions set out below, each Closing Action shall only be deemed to have been carried out and become effective once all Closing Actions have been carried out and the Closing Memorandum (as defined below) has been executed by the Parties in accordance with this Section 13.4.

- 13.4.1 Each respective IP Transferring Entity as well as RFS Germany and RFS China shall sign the Intellectual Property Transfer and License Agreement;
- 13.4.2 Each respective IP Transferring Entity and RFS Germany shall sign the Trademark Assignment Agreement;
- 13.4.3 Each respective IP Transferring Entity and RFS Germany shall sign the Patent Assignment Agreement;
- 13.4.4 Seller and Purchaser 2 shall sign the Equity Transfer Agreement and Purchaser 2 shall pay the Purchase Price Sold Equity RFS China payable thereunder (if any);
- 13.4.5 Seller and Purchaser 1 shall sign the AMR application forms for the transfer of the Sold Equity RFS China, as attached hereto as **Schedule 13.4.5** for information purposes;
- 13.4.6 Parties shall sign the transition services agreement substantially in the form as attached hereto as **Schedule 13.4.6** (the "**Transition Services Agreement**");
- 13.4.7 Seller shall hand over to Purchasers the executed resignation letters for the management members listed in **Schedule 13.4.7a** substantially in the form as attached hereto as **Schedule 13.4.7b**;
- 13.4.8 Seller shall hand over to Purchasers a copy of the signed CTA substantially in the form of Schedule 12.3, a funding/payment confirmation of the Seller Funding Vehicle that enables Purchasers to verify that Seller has complied with its funding/payment obligation under and in connection with Section 12.4;
- 13.4.9 Purchasers shall pay (i) to Seller the Estimated Closing Payable (only if positive) (minus the Purchase Price Sold Equity RFS China payable in



- accordance with Section 13.4.4) minus the Escrow Amount, and (ii) to the Escrow Agent the Escrow Amount (if any) pursuant to Section 10.2.2, whereas in the event that the Estimated Closing Payable is negative, Seller shall pay (i) to Purchaser 1's Account the Estimated Closing Payable (minus the Purchase Price Sold Equity RFS China payable under the Equity Transfer Agreement) and (ii) to Purchaser 2's Account the Purchase Price Sold Equity RFS China payable under the Equity Transfer Agreement;
- 13.4.10 Seller shall pay to the Finance Providers the Repayment Amount into the bank account of the Finance Providers set forth in the relevant Release Letter/Agreement and shall provide sufficient proof thereof to Purchasers;
- 13.4.11 Seller shall deliver to Purchasers the termination agreements with the Transferring Employees and Purchasers shall provide to Seller the respective executed Contractual Transfer Offer;
- 13.4.12 Seller shall deliver to Purchasers proof that the sub-license agreement between RFS China and RFS Germany in respect of ANSYS software has been terminated;
- 13.4.13 Seller shall deliver to Purchasers the executed intragroup asset purchase and transfer agreement regarding the Australian asset deals substantially in the form as attached hereto as **Schedule 13.4.13** (the "**APA Australia**") under which RFS Australia assigns and transfers to NewCo Australia the (i) assets, (ii) employees and (iii) the business agreements with the consent of the respective counterparty, (i) to (iii) comprising the Cable Business RoW of RFS Australia as listed in **Schedule 13.4.13(b)** (the "**Assets Australia**"); and
- 13.4.14 Seller shall deliver to Purchasers the executed intragroup asset purchase and transfer agreement regarding the Chinese asset deals substantially in the form as attached hereto as **Schedule 13.4.14** (the "**APA China**") under which RFS Shanghai assigns and transfers to RFS China the (i) assets, (ii) employees and (iii) the business agreements with the consent of the respective counterparty, (i) to (iii) comprising the Cable Business RoW of RFS Shanghai as listed in **Schedule 13.4.14(b)** (the "**Assets China**" and jointly with the Assets Australia the "**Sold Assets**" and any Contracts being part of the Sold Assets the "**Sold Contracts**").

The Parties shall at any time be entitled to jointly waive any of the Closing Actions. Immediately after performance or waiver of the Closing Actions, the Parties shall execute a closing memorandum substantially in the form as attached hereto as **Schedule 13.4** to confirm that (i) the Closing Conditions have been satisfied or waived, (ii) the Closing Actions have been carried out or waived, as the case may be, (iii) the Sold Equity will effectively be transferred to Purchasers as of the Closing Date, (iv) their agreement that the Estimated Cash Pool Payable will be set-off against the Estimated Purchase Price at Closing and, in case the final Cash Pool Payable exceeds the Estimated Cash Pool Payable, the exceeding amount will be set-off against the final Purchase Price once the Closing Accounts have become binding and (v) the Closing has occurred, whereas such Closing Memorandum shall be limited to serve as evidence that the Closing Conditions have been satisfied, all Closing Actions were taken, the Sold Equity has been irrevocably transferred as of the Closing Date and that Closing has occurred, but shall not limit or prejudice in any manner the rights of a Party arising under the Agreement.

Immediately after its execution, the Parties will submit a copy of the executed closing memorandum to the acting notary, instructing the notary to file an updated shareholders' list according to section 40 of the German Code on Limited Liability Companies (*GmbHG*).

### 13.5 Right to Withdraw

- 13.5.1 If the Closing Conditions referred to in Sections 13.1.1 through 13.1.5 or the Closing Actions in Section 13.4 are not satisfied or waived within five months after the Signing Date and subject to the prolongation as set out in Section 13.5.4 (the "**Long Stop Date**") or can definitely not be fulfilled, each Party may withdraw from this Agreement (*Rücktritt*) without observing a notice period (*ohne Einhaltung einer Frist*).
- 13.5.2 Purchasers may withdraw from this Agreement (*Rücktritt*) without observing a notice period (*ohne Einhaltung einer Frist*), in the event that
- 13.5.2.1 the Closing Condition set forth in Section 13.1.4 cannot be satisfied, i.e. Purchaser 2's shareholders' approvals as regards to the consummation of the Transaction cannot be obtained for whatever reason; or
- 13.5.2.2 any of the Target Group Companies has filed for the opening of insolvency proceedings (*Antrag auf Eröffnung des Insolvenzverfahrens*) or a third party has done so with respect to any of the Target Group Companies.
- 13.5.3 No Party shall be entitled to withdraw from this Agreement on the basis of this Section 13.5 in case the relevant Party's failure caused the failure of the Closing Condition to occur. The failure of one Party in this regard excludes the withdrawal right of the other Party.
- 13.5.4 No Party shall be entitled to withdraw from this Agreement on the basis of this Section 13.5, provided that all other Closing Conditions have been fulfilled or waived
- 13.5.4.1 for a period of 30 days as of the Long Stop Date, if, on the Long Stop Date, a Conditional FDI Decision or FDI Prohibition or a conditional decision of the Local CO or a prohibition by the Local CO has been issued and the Parties are in discussions pursuant to Sections 29.2 or Section 14.5, respectively; and
- 13.5.4.2 during the time period required, however not later than 31 July 2024, to appeal a Conditional FDI Decision or FDI Prohibition or a conditional decision of the Local CO or a prohibition by the Local CO or implement any actions mutually agreed pursuant to Section 29.2 or Section 14.5, respectively.
- 13.5.5 The right to withdraw may be exercised by the respective Party by sending a Notice of withdrawal prior to the fulfilment of all Closing Conditions to the other Parties.
- 13.5.6 In the event of a withdrawal pursuant to this Section 13.5, no Party shall have any rights, claims and/or obligations towards any other Parties under this Agreement, other than obligations under Sections 30 through 34 which shall

survive such termination and remain in full force and effect (for the avoidance of doubt, together with any definitions contained in other provisions of this Agreement and referenced/used therein).

- 13.5.7 Any failure to exercise a right to withdraw from this Agreement shall under no circumstances be deemed to constitute a waiver of any other right the Party entitled to such withdrawal may have under or in connection with this Agreement.

#### **14. Merger Control Clearance**

- 14.1 Purchasers shall use best efforts that all filings to be made with the Local CO, to the extent that such filings have not already been made prior to the Signing Date, will be made without undue delay after the Signing Date. Seller shall use best efforts to provide Purchasers with the information reasonably requested by Purchasers for the preparation of the merger control filings.
- 14.2 All filings shall be made by Purchasers on behalf of all Parties, provided, however, that the content of such filings shall be agreed with Seller in advance. Seller and Purchasers shall closely cooperate in the preparation of such filings as well as in any discussions and negotiations with the Local CO with the objective to obtain clearance for the Transaction in the shortest time period possible. Purchasers will use reasonable efforts to comply with all deadlines stated by the cartel authorities and to take all measures necessary within the proceedings without undue delay. If this requires Seller's support, Seller will ensure that the necessary measures are taken. Purchasers shall notify Seller of any meetings and phone calls with the Local CO in due time and shall regularly review with Seller the process of any filing. Each Party shall without undue delay provide all other Parties with copies (or, in case of non-written communication, details) of any correspondence with the Local CO and with copies of any written statement, order or decision of the Local CO.
- 14.3 If and to the extent that merger control clearance can be obtained only subject to commitments (*Zusagen*), or if merger control clearance can be obtained only subject to the satisfaction of conditions and/or obligations (*Bedingungen und/oder Auflagen*), Purchasers shall, upon written request of Seller, use reasonable best efforts to provide such commitments (*Zusagen*) or fulfil such conditions and/or obligations (*Bedingungen und/oder Auflagen*). If such commitments (*Zusagen*) cannot be made and/or such conditions and/or obligations (*Bedingungen und/oder Auflagen*) not be fulfilled using reasonable best efforts, Purchasers, consulting with Seller, shall analyze whether the Transaction can be implemented in compliance with the conditions stipulated, or whether the merger can be implemented in a modified manner, or whether the Parties shall take legal action – if applicable – against any conditions stipulated, without being obliged to do so.
- 14.4 If and to the extent the Local CO prohibits the Transaction, the Parties shall mutually discuss in good faith the possibilities of appropriate remedies and the possible outcome taking into account both Parties' interest and the impact on Purchasers or Purchasers' Affiliates, its business or the Transaction itself or on the continuance of the Cable Business RoW.
- 14.5 In the event the Local CO prohibits the acquisition of the NewCo Australia and/or Target Group Companies by Purchasers or issues orders in this respect, the Parties shall mutually and in good faith discuss possibilities to close the Transaction excluding the prohibited part, e.g. by carving out the affected business or transferring NewCo Australia and will also agree on a possible adjustment of the Purchase Price or other

terms of this Agreement affected by this decision as the Parties acknowledge that such a decision should not affect the overall completion of the remaining Transaction. In order to implement this understanding and a completion without the Australian part of the Transaction, the Parties agree to mutually waive the Closing Condition set forth in Section 13.1.3.

## 15. Seller's Guarantees

### 15.1 General

- 15.1.1 Seller hereby guarantees to Purchasers by way of an independent guarantee in accordance with section 311 para. 1 BGB (*selbständiges Garantieverprechen*) that all statements made in Section 15.1.3 (the "**General Guarantees**"), Section 15.3 (the "**Corporate Guarantees**") and in Section 15.4 (the "**Operational Guarantees**" and jointly with the General Guarantees and the Corporate Guarantees the "**Seller's Guarantees**") are true and correct as per the Signing Date and as per such other date expressly referred to in this Section 15. The Seller's Guarantees shall neither constitute a quality agreement within the meaning of section 434 para. 2 BGB (*Beschaffensvereinbarung*), nor shall they be construed as a guarantee within the meaning of section 443, section 444 BGB (*Garantie für die Beschaffenheit der Sache*), and the scope and content of each Seller's Guarantee shall be exclusively defined by the provisions of this Agreement.
- 15.1.2 This Agreement and the disclosure letter attached as **Schedule 15.1.2** (the "**Disclosure Letter**") contain certain specific disclosures against certain Seller's Guarantees. Inclusion of, or reference to, any matter in this Agreement or in the Disclosure Schedules, does not constitute an admission of the materiality of any such matter nor can it be used to define or expand the scope of the required disclosure (including the standard of materiality) pursuant to the Seller's Guarantees.
- 15.1.3 The Seller's Guarantees together with the limitations and exclusions of liability under this Agreement reflect the commercial agreement between Seller and Purchasers to allocate specific risks to Seller. Purchasers herewith confirm that they do not rely on the correctness of any of the statements beyond the limited remedies explicitly provided for a Seller's Breach of Seller's Guarantees in this Agreement and that none of the statements shall be considered statements into the blue (*Aussagen in das Blaue hinein*).

### 15.2 General Guarantees

#### 15.2.1 Legal capacity of Seller

On the Signing Date and on the Closing Date, Seller has full power and authority to enter into and perform this Agreement and this Agreement constitutes valid and binding obligations of Seller, enforceable in accordance with the terms herein (subject to clearance pursuant to applicable foreign direct investment rules and merger control clearance). To the extent applicable, Seller has obtained all corporate authorizations to be empowered to enter into this Agreement. On the Signing Date and on the Closing Date, no insolvency or similar proceedings concerning Seller are pending.

#### 15.2.2 Capital contribution to Sold Share RFS Germany

On the Signing Date and on the Closing Date, the Sold Share RFS Germany is duly authorized, validly issued and fully paid up in compliance with applicable Law. The respective share capital has not been repaid or otherwise returned to Seller or a Related Party of Seller in whole or in part, nor is there any obligation or promise to make any such repayment or return (*Rückgewähr von Einlagen*). On the Signing Date and on the Closing Date, there are no obligations to make any further contributions relating to the Sold Share RFS Germany (*Nachschusspflichten*).

#### 15.2.3 **Sold Equity**

On the Signing Date and on the Closing Date, Seller is (i) the sole legal, beneficial and unrestricted owner of the Sold Equity, and (ii) validly authorized to dispose of the Sold Equity. On the Signing Date and on the Closing Date, the Sold Equity is free and clear of any Liens, encumbrances or other rights of third parties (including options, pre-emptive rights and similar undertakings) and the Sold Equity is neither pledged (*verpfändet*) nor attached (*gepfändet*) nor otherwise encumbered (*belastet*) with any third-party rights.

#### 15.2.4 **Title in Assets China**

On the Signing Date, RFS Shanghai is and on the Closing Date RFS China will be the sole legal and beneficial owner of the tangible Assets China, except for the Assets China (i) disposed of since the Signing Date in accordance with this Agreement, (ii) which are subject to customary retention of title arrangements (*branchenübliche Eigentumsvorbehalte*) of third parties, or (iii) which are being leased from third parties (the "**China Owned Assets**").

#### 15.2.5 **Title in Australia Assets**

On the Signing Date, RFS Australia is and on the Closing Date Australia NewCo will be the sole legal and beneficial owner of the Sold Assets sold and transferred under the APA Australia, except for the (i) assets relating to the Out-of-Scope Business and disposed of since the Signing Date in accordance with this Agreement, (ii) assets which are sold or otherwise disposed of since the Signing Date without breach of the Seller Covenants (iii) which are subject to customary retention of title arrangements (*branchenübliche Eigentumsvorbehalte*) of third parties, to which RFS Australia is having (on the Signing Date) and Australia NewCo will be having (on the Closing Date) the expectancy rights (*Anwartschaftsrecht*) or (iv) which are being leased from third parties (altogether, the "**Australia Owned Assets**" and jointly with the RFS Owned Assets and the China Owned Assets the "**Owned Assets**").

#### 15.2.6 **No encumbrances**

On the Signing Date and on the Closing Date, the Owned Assets are not encumbered with rights of any third party except for (i) Liens, pledges or other security rights in favor of suppliers, mechanics, workmen, carriers and the like, (ii) statutory Liens and other security rights in favor of tax authorities or other governmental entities, and (iii) encumbrances which do not materially impair the respective owner's ability to conduct its Cable Business RoW as presently conducted.

**15.2.7 Condition of Owned Assets**

On the Signing Date and on the Closing Date, the tangible Owned Assets are in a usable condition.

**15.2.8 Completeness of Assets relating to the Cable Business RoW**

After Closing, Seller and Seller's Affiliates will not own or hold any material asset (except for Intellectual Property Rights and Intellectual Property Rights licenses which shall be governed separately by Section 15.4.7), that has been used in order to carry out the Cable Business RoW. Except as disclosed in the Disclosure Letter, since 1 January 2022, (i) no material assets (except for Intellectual Property Rights and Intellectual Property Rights licenses which shall be governed separately by Section 15.4.7) used in order to carry out the Cable Business RoW with a value of or exceeding EUR 100,000 of net book value in the individual case (except for inventory items sold in the Ordinary Course of Business) have been disposed of and (ii) no lease agreements or similar arrangements with respect to such material assets have been terminated by the Target Group Companies. Purchasers and the Target Group Companies will, except for certain general corporate services provided by Seller's Affiliates, e.g. IP management services, insurance, compliance and legal services, not require any services from Seller and Seller's Affiliates other than those provided for under the Transition Services Agreements. This guarantee does explicitly not cover any funding requirements of the Target Group Companies following Closing for which Purchasers shall exclusively be responsible.

**15.3 Corporate Guarantees**

**15.3.1 No insolvency proceedings**

On the Signing Date and on the Closing Date, no circumstances exist which would require any Target Group Company or Seller to apply for the opening of insolvency proceedings and, to Seller's Best Knowledge, no request for opening such proceedings has been filed. On the Closing Date, no Target Group Company is insolvent, imminent insolvent (*drohend zahlungsunfähig*) or over-indebted in the meaning that any insolvency measures are required under the laws of Germany or applicable local law, as the case may be. On the Signing Date and on the Closing Date, none of the Target Group Companies has ceased or suspended payments and no court order to open insolvency proceedings over any of the Target Group Company's assets has been served to any Target Group Company or Seller.

**15.3.2 Corporate matters**

On the Signing Date and on the Closing Date, the information set forth in the Preambles A through F is true and correct.

**15.3.3 No options etc.**

On the Signing Date and on the Closing Date, there are no silent partnerships, conversion, option or similar rights in relation to the Target Group Companies that would oblige any Target Group Company to issue new shares or to grant voting rights to third parties. Nor have any rights been granted to the profit, turnover, value or net assets of the Target Group Companies.

#### 15.3.4 **No participation**

Except as disclosed in the Disclosure Letter, on the Signing Date and on the Closing Date, the Company will not hold any interest in other Legal Entities, except for the Target Subsidiaries and LWS Germany. Neither the Target Subsidiaries nor LWS Germany hold any interest in other Legal Entities. The Target Group Companies are not a party to a joint venture, consortium or similar agreement and are not obliged to enter into any such agreement.

#### 15.3.5 **No company agreements**

On the Signing Date and on the Closing Date, the Target Group Companies have not entered into any domination and profit transfer agreements, other company agreements within the meaning of sections 291 *et seqq.* AktG or comparable agreements and are not obliged to conclude such agreements. Except for the Cash Pool System, the Target Group Companies have not entered into any cash pooling or similar agreements or participate in any cash pooling or similar system, nor are they obliged to enter into or participate in any such agreements.

#### 15.3.6 **Target Subsidiary Shares**

On the Signing Date and on the Closing Date, the Company is the sole legal and beneficial owner of the Target Subsidiary Shares and the Share LWS Germany free and clear of any Liens. The Target Subsidiary Shares and the Shares LWS Germany are duly authorized and validly issued and are neither pledged (*verpfändet*) nor attached (*gepfändet*) nor otherwise encumbered (*belastet*) with any third-party rights. The Target Subsidiary Shares and the Share LWS Germany have been fully paid up in compliance with applicable Law and there are no obligations to make any further contributions relating to the Target Subsidiary Shares or the Shares LWS Germany (*Nachschusspflichten*).

### 15.4 **Operational Guarantees**

#### 15.4.1 **Accounting matters; conduct of Business**

15.4.1.1 Financial statements. The audited financial statements of the Target Group Companies, all as per 31 December 2021 and as per 31 December 2022 (the "**Financial Statements**") as attached hereto as **Schedule 15.4.1.1** have been prepared in accordance with the applicable Accounting Principles and, to Seller's Best Knowledge, give a true and fair view of the assets and liabilities and the financial condition (*vermitteln ein den tatsächlichen Verhältnissen entsprechendes Bild der Vermögens-, Finanz- und Ertragslage*) in all material aspects as per the relevant balance sheet days. Nothing in this Section 15.4.1.1 shall be construed or interpreted as constituting a hard or objective balance sheet guarantee (*harte objektive Bilanzgarantie*).

15.4.1.2 Except as disclosed in the Disclosure Letter, the books of account (*Handelsbücher*) of Target Group Companies for the past five years are (and have been) in all material respects kept in a proper manner and in accordance with applicable legal requirements.

The books of account are in the possession of the relevant Target Group Company.

15.4.1.3 The management accounts for the period from the 1 January 2023 until the last preceding calendar month prior to the Signing Date ("**Management Accounts**") (i) have been compiled applying the same accounting procedures and exercising the same election rights as in the previous financial year, and (ii) do not materially misstate the economic, financial and profit situation of Target for the relevant period. To Seller's Best Knowledge, no off-balance sheet items exist that are not disclosed in the Financial Statements or the Management Accounts.

15.4.1.4 Conduct of Business. Since 1 January 2023, the Target Group Companies have conducted the Cable Business RoW in the Ordinary Course of Business, unless expressly otherwise provided for in this Agreement or except as disclosed in the Disclosure Letter, in particular, the closure of branch offices in South Africa and Russia, the closure of the Indian Liaison Office and the Cable Business NA Transaction there has not been, occurred or arisen any transaction by the Target Group Companies outside the Ordinary Course of Business.

#### 15.4.2 **Bank Accounts and loan agreements**

15.4.2.1 Section 15.4.2.1 of the Disclosure Letter contains a correct and complete list of all bank accounts and deposits of the Target Group Companies and the authorized signatories in relation to such bank accounts and deposits as per the Signing Date and the Closing Date.

15.4.2.2 Section 15.4.2.2 of the Disclosure Letter contains a correct and complete list, as per the Signing Date and the Closing Date, of all loan agreements or similar instruments with banks, financial institutions and other third parties constituting financial debt of the Target Group Companies or owed to the Target Group Companies, setting out the parties to the relevant agreement, date of the agreement, principal amount, interest rate and term.

#### 15.4.3 **Owned and leased real estate**

15.4.3.1 No owned real estate I. The Sold Assets do not comprise any owned real estate (including inheritable building rights (*Erbbaurechte*), *in rem* leasing (*Dauernutzungsrechte*) or similar *in rem* rights).

15.4.3.2 No owned real estate II. No Target Group Company owns or co-owns any real estate (including inheritable building rights (*Erbbaurechte*), *in rem* leasing (*Dauernutzungsrechte*) or similar *in rem* rights).

15.4.3.3 Leased real estate. Section 15.4.3.3 of the Disclosure Letter includes for each Target Group Company a complete list of all real estate leased by such Target Group Company from any third party, as per the Signing Date and the Closing Date, and correctly states



for each such piece of real estate the location, the landlord and the date of the lease agreement (the real estate listed or to be listed in Section 15.4.3.3 of the Disclosure Letter (the "**Leased Real Estate**"). On the Signing Date and the Closing Date, no real estate other than the Leased Real Estate is used by or necessary for any Target Group Company to conduct its business as conducted at the Signing Date. All the lease agreements outlined in Section 15.4.3.3 of the Disclosure Letter have, to the extent required by Law, been duly filed and with regard to their effectiveness will not be affected by this Transaction.

#### 15.4.4 **Material Agreements**

15.4.4.1 Material Agreements. **Schedule 15.4.4.1** contains a correct, complete and conclusive list of all written agreements of the Target Group Companies, to the extent that they have not been completely fulfilled by both parties and fall into at least one of the following categories (collectively the "**Material Agreements**"), in each case with details of the parties, the subject matter of the Agreement and the date of conclusion of the Agreement:

- (a) Contracts for joint ventures or strategic alliances;
- (b) employment, service or consultancy contracts with a total remuneration of more than EUR 150,000 in the individual case or per year;
- (c) loan agreements and other loan commitments, including debentures (other than customary agreements on payment terms for receivables agreed in the Ordinary Course of Business) as well as factoring agreements and agreements on the release of debts or liabilities, each with a volume of more than EUR 150,000;
- (d) guarantees, sureties, letters of comfort, accessions to debt, indemnity undertakings and similar securities;
- (e) contracts for the acquisition, sale or encumbrance of fixed assets with a value (individually or in total) of more than EUR 150,000 in the individual case or per year;
- (f) contracts that involve the transfer, assignment, pledging or similar disposal or encumbrance of assets (other than Intellectual Property Rights) of the Target Group Companies which (individually or in total) have a value of more than EUR 150,000 in the individual case or per year;
- (g) supply, distribution, sale, purchase, sale, work or similar agreements with a volume of more than EUR 500,000 in the individual case or per year;
- (h) frame agreements for procurement and supply agreements (appointing a third party as supplier) with an order volume for the calendar year 2022, each in excess of EUR 500,000 or the equivalent in foreign currencies;

- (i) rental, leasing, usufructuary lease (*Nießbrauch*) or similar agreements with payment obligations for the calendar year 2021, in each case in excess of EUR 150,000 or the equivalent in foreign currencies;
- (j) agreements which contain restrictions of competition or which otherwise substantially restrict the Target Group Companies in the conduct of its business; and
- (k) other contracts which (A) have a remaining term of more than one year and giving rise to obligations of more than EUR 100,000 p.a. or (B) give rise to an obligation of more than EUR 200,000, except for contracts concluded with customers in the Ordinary Course of Business.

15.4.4.2 Effectiveness. On the Signing Date and unless expressly stated otherwise,

- (a) to Seller's Best Knowledge, the Material Agreements are in full force and effect, have not been terminated and are enforceable against the other Parties and, to Seller's Best Knowledge none of the Parties involved is in breach of any essential contractual obligations or in default with any contractual obligation;
- (b) no party to a Material Agreement has alleged in writing to any Target Group Company that any Material Agreement binding any Target Group Company is partially or entirely invalid, not enforceable or breached; and
- (c) no Target Group Company has rescinded (*zurücktreten*) or terminated (*kündigen*) or received a written rescission notice or written termination notice by any party with respect to the Material Agreements, and to Seller's Best Knowledge no such party has threatened or announced in writing to rescind or terminate a Material Agreement, to discontinue the business relationship or to continue the business relationship only to a substantially reduced extent or on substantially worse terms.

#### 15.4.5 **Sold Contracts**

To Seller's Best Knowledge, the Sold Contracts as part of the Sold Assets are in full force and effect have not been terminated and are enforceable against the other Parties and none of the Parties involved is in breach of any essential contractual obligations or in default with any contractual obligation.

#### 15.4.6 **Employment matters**

15.4.6.1 Target Group Employees. **Schedule 15.4.6.1** contains a correct and complete list of all employees employed by the Target Group Companies, (including managing directors, collectively the "**Target Group Employees**" and jointly with the RFS Employees the "**Employees**") and the RFS Employees in pseudonymized form, including the employing company, personnel number, function, place of work, birth date, entry date, the salary and non-cash benefits to which they are entitled and

other benefits from the respective employment relationship. For the period after the Signing Date, Employees were neither granted nor promised any salary increases or other benefits that were not disclosed in Schedule 15.4.6.1.

- 15.4.6.2 Enforceability of agreements with Employees. To Seller's Best Knowledge, the agreements with Employees are in full force and effect and enforceable in accordance with their terms. To Seller's Best Knowledge, no Employee has given or received notice of termination or has entered into a mutual termination agreement with the Target Group Companies. Fixed terms, if any, are validly concluded.
- 15.4.6.3 Additional payments and benefits. Except as otherwise specified in Schedule 15.4.6.1, no Employee is entitled to (i) holiday or anniversary payments, (ii) medical and insurance benefits (except for pensions and mandatory social security arrangements), (iii) stock options, virtual shares or similar rights or (iv) other bonus or similar gratification payments from the Target Group Companies or any other entity being an employer of the RFS Employees as indicated in Schedule 8.1.
- 15.4.6.4 Employee claims. All liabilities of Target Group Companies or any other respective employer of the RFS Employees arising from service and employment relationships with Employees that are due by the Closing Date have been duly paid or accounted for. Proper accruals have been set up in the balance sheet for unfulfilled labor law claims to the extent required by applicable law and to the extent Seller not being obliged by this Agreement to settle these claims as per Closing.
- 15.4.6.5 Pension Schemes. Except as otherwise specified in **Schedule 15.4.6.5**, there are no pension commitments or schemes (other than state or mandatory social security arrangements and the Pension Plans) under which any current Employee or former employee of the Target Group Companies or any other employer of the RFS Employees would be entitled to retirement, death, disability, or life insurance benefits. To the Seller's Best Knowledge, the pension schemes and commitments, including the Pension Plans, were introduced, implemented, increased and changed in compliance with applicable law.
- 15.4.6.6 Reinsurance. The deferred compensation scheme ALCATEL VORSORGEKONTO of 21 November 2022 for Employees of RFS Germany is congruently covered by a reinsurance RFS Germany took out (*kongruente Rückdeckungsversicherung*). The reinsurance contract does not contain any change of control clause.
- 15.4.6.7 Works council, collective agreements. Except as otherwise specified in **Schedule 15.4.6.7**, there is no works council (*Betriebsrat*) or similar employee representative body established at any Target Group Company and no Target Group Company has entered into works agreements (*Betriebsvereinbarungen*), social

plans (*Sozialpläne*), reconciliation of interests (*Interessenausgleich*) and no collective bargaining agreements (*Tarifverträge*) apply to the Employees. Schedule 15.4.6.7 contains for this purpose a complete and correct list (indicating name and date of signing) of all works agreements (*Betriebsvereinbarungen*), social plans (*Sozialpläne*), reconciliation of interests (*Interessenausgleich*) and collective bargaining agreements (*Tarifverträge*) applicable to Employees.

15.4.6.8 Operational practices. No operational exercises (*betriebliche Übungen*) or general promises (*Gesamtzusagen*) applicable at the Target Group Companies or any other employer of RFS Employees.

15.4.6.9 Freelancers. No freelancer, consultant or other contracting party treated as self-employed whose services any Target Group Company uses or has used in the last three years prior to the Signing Date can, to Seller's Best Knowledge, effectively claim the existence of an employment relationship with one of the Target Group Companies. To Seller's Best Knowledge, there are no obligations or liabilities of the Target Group Companies to social security institutions or government agency with respect to such engagement.

15.4.6.10 Temporary Agency Workers. In the last five years prior to the Signing Date, Target Group Companies have complied at all times with the applicable law on temporary agency workers. There are no (contingent or non-contingent) obligations or liabilities of the Target Group Companies to social security institutions or government agency with respect to such engagement.

#### 15.4.7 **Intellectual property**

With reference to Section 9 last sentence, the Parties agree that Seller's Guarantees in relation to the Transferred Intellectual Property and the RFS Licensed Non-Patented Intellectual Property are exclusively set out in this Section 15.4.7:

##### 15.4.7.1 Encumbrance.

(a) Except as set forth in the Disclosure Letter, the IP Transferring Entities are the sole owners of the Transferred Intellectual Property and RFS Licensed Non-Patented Intellectual Property, free from any Liens and exclusive licenses. To Seller's Best Knowledge, none of the Assigned Patents have been declared as Standard Patents.

(b) The companies identified in **Schedule 15.4.7.1(b)** ("**Unlicensed Companies**") are not named parties to a Patent License with a Nokia Group Entity under the Assigned Patents. For the avoidance of doubt, no representations or warranties are made with respect to Affiliates, predecessors, successors, or divested businesses of Unlicensed Companies or the rights Unlicensed Companies may have received as a result of being at any time an Affiliate, predecessor, successor, or divested business

of any other entity. For the purposes of this Section 15.4.7.1, "**Patent License**" means (i) a Cross License Agreement or (ii) other written, active license agreement entered into directly between a Nokia Group Entity and a third party under which a Nokia Group Entity has granted the third party a license under any of the Assigned Patents, as expressly identified in such agreement by its patent number, application serial number or publication number. As used above, "**Cross License Agreement**" means a stand-alone patent license agreement entered into directly between a Nokia Group Entity and a third party whereby the Nokia Group Entity and the third party broadly exchange licenses to all or substantially all their respective patent portfolios, but not licenses or rights under any Assigned Patents granted by operation of law or equity, implicitly, appurtenant to the development, manufacture, sale, provision or other distribution of products and services, or in connection with open source software licenses or participation in standards setting organizations, consortiums or other similar industry bodies. For the purpose of this Section 15.4.7.1, "**Nokia Group Entity**" means Nokia Corporation and/or any of its Subsidiaries.

- (c) Patent Transferring Entities have not granted as part of the Cable Business NA Transaction such licenses to Assigned Patents that would include right to manufacture, sell or offer to sell cable products that are not listed in Schedule 25.1 to customers outside of USA and Canada.
  - (d) Assigned Company Non-Patented Intellectual Property and Company Owned Non-Patented IP are free from encumbrances other than (i) the non-exclusive licenses granted as part of the Cable Business NA Transaction to assets listed in **Schedule 15.4.7.1(d)** and (ii) non-exclusive licenses granted to customers and suppliers in the ordinary course of business.
  - (e) The licenses referred to in Section 15.4.7.1(d)(i) do not include rights to manufacture, sell or offer to sell cable products that are not listed in Schedule 25.1 to customers outside of USA and Canada.
  - (f) Except as set forth in the Disclosure Letter, the Assigned Trademarks and trademarks owned by RFS Germany are free from encumbrances. Domain names owned by RFS Germany are free from encumbrances.
- 15.4.7.2 To Seller's Best Knowledge, (i) to the extent any Transferred Intellectual Property is an issued patent or registered trademark such registration is in compliance with all formal legal requirements (including payment of filing, examination, registration and maintenance fees and proofs of use) and is valid and subsisting and (ii) to the extent necessary to maintain the validity of each such Transferred Intellectual Property, all documents and certificates in connection with such Intellectual Property Rights have been filed with the relevant authorities.

- 15.4.7.3 Schedules 1, 2 and 3 of the Intellectual Property Transfer and License Agreement contain together a true and complete list of material Intellectual Property Rights (excluding patents, trademarks, service marks, trade names and domain names) owned by Other IP Transferring Entities and used in the Cable Business RoW on the Closing Date. Schedule 4 of the Intellectual Property Transfer and License Agreement contains a true and complete list of material third party software (excluding off-the-shelf information technology applications such as Microsoft Office) used by the RFS Germany and RFS China in the development and manufacturing of Cable Business Products on the Closing Date. Other than the Assigned Trademarks, no trademark used by or in connection with the Cable Business RoW on the Closing Date is owned by RFS entities other than RFS Germany.
- 15.4.7.4 All individuals responsible for the creation of the Transferred Intellectual Property were either employees of the IP Transferring Entities acting within the scope of their employment, or they were third parties who have validly, irrevocably and in an enforceable way assigned and transferred such Transferred Intellectual Property to the relevant IP Transferring Entity pursuant to written agreements. Except for non-transferable statutory moral rights, no former or current employee of the IP Transferring Entities own or have any rights in or to any Transferred Intellectual Property. To Seller's Best Knowledge, all due claims to Target Group Companies by former or current employees as inventors or authors in or with respect to the Transferred Intellectual Property have been duly cleared or settled.
- 15.4.7.5 Within the period of 24 months prior to the date hereof, the Target Group Companies have not received any written claim alleging that a Cable Business Product infringes upon the Intellectual Property Rights of any third party. To Seller's Best Knowledge, the conduct of the Cable Business RoW as it is conducted by RFS Germany and RFS China on the date hereof does not infringe or misappropriate Intellectual Property Rights of any third party.
- 15.4.7.6 To Seller's Best Knowledge, no third party is infringing or misappropriating any Transferred Intellectual Property.
- 15.4.7.7 Other than as set forth in this Section 15.4.7, Seller does not make any representation or warranty with respect to intellectual property matters.

15.4.8 **Information Technology/Data Protection**

- 15.4.8.1 Required information technology. Except as disclosed in the Disclosure Letter, all hardware, communication systems and networks, and other information technology equipment including software incorporated into such information technology equipment used by the Target Group Companies to conduct the Cable Business RoW are either owned by the Target Group

Companies or have been effectively rented or leased or licensed for a period of at least twelve months from the Closing Date.

- 15.4.8.2 Personal data. To Seller's Best Knowledge, the personal data of Employees and customers and third parties used or processed by the Target Group Companies has been lawfully obtained. To Seller's Best Knowledge, it has been and is being used and processed pursuant to applicable data privacy and protection Laws, based on (i) proper prior data protection impact assessments if and where required, (ii) proper policies and measures being in place at the Target Group Companies, including obligations of its employees to maintain data secrecy if and where required, (iii) consent of the data subjects concerned or another valid legal basis, and (iv) proper legal instruments being in place if and where required, such as data processing agreements, data transfer agreements to countries outside the European Union/European Economic Area, or other legal instruments ensuring the adequacy of data protection as required under applicable Laws. The Target Group Companies have taken all reasonable measures required by applicable data privacy and protection Laws to ensure that the personal data is protected against unauthorized access, manipulation, and misuse. There are no data protection compliance measures or material complaints (including audits, threatened audits, inquiries, inspections, sanction proceedings) by any government authority, court, industry, consumer or other association, competitor, employee, customer, or other party pending or threatened in writing against the Target Group Companies.

15.4.9 **Permits and licenses, compliance**

- 15.4.9.1 Permits. The Target Group Companies hold all material public law permits, authorizations and concessions, including for the avoidance of doubt any and all permits relating to construction procedures relating to RFS China, required for the conduct of the Business. No official orders or court orders have been issued prohibiting the operation of the Target Group Companies' current Business or revoking, suspending, restricting or waiving any permits and authorizations granted.
- 15.4.9.2 Compliance with Laws. To Seller's Best Knowledge, within the last two years, on the Signing Date, the Target Group Companies
- (a) run their business in all material respects in compliance with applicable Laws, including but not limited to data protection laws in the jurisdictions where Target Group Companies process personal data. The Target Group Companies have not received any notifications stating a violation of Laws or regulations issued on the basis thereof;
  - (b) have not entered into any agreements or arrangements or colluded with competitors in violation of the laws on unfair competition or unfair trade practices in the jurisdictions in which

the Target Group Companies manufacture, market, distribute or sell products or render their services;

- (c) are and have not been, except as specified in Section 15.4.9.2(c) of the Disclosure Letter, involved in any legal or administrative proceedings before any court, arbitrator or governmental authority and no such legal or administrative proceedings have, to Seller's Best Knowledge, been threatened in writing by or against any Target Group Company with respect of any of the assets (other than IPR) presently or formerly owned by the Target Group Companies, or any director, officer or employee of any Target Group Company;
- (d) comply and have complied with all applicable import and export control regulations and sanctions of Germany, the European Union and China as well as any other jurisdictions applicable to the Target Group Companies.

15.4.9.3 Bribery and corruption. On the Signing Date and on the Closing Date, no Employee, director or representative of the Target Group Companies or any third party acting on behalf of the Target Group Companies has, to Seller's Best Knowledge, (i) made any illegal payments to any official or employee of any governmental authority to expedite official acts in an unlawful manner, (ii) given or confirmed, promised or approved any material gift or benefit to any supplier, official or other person, which would be contrary to applicable Law and would expose the Target Group Companies to damage, penalty or administrative proceedings, (iii) used unlawful political donations and/or (iv) funds or gifts otherwise for illegal purposes in connection with the Target Group Companies which could expose the Target Group Companies or the persons responsible thereby to the risk of a fine or penalty or which could result in criminal liability.

15.4.9.4 State aids and subsidies. No Target Group Company has received any state aids and/or subsidies.

#### 15.4.10 **Product Liability**

To Seller's Best Knowledge, the products designed, produced and distributed and the services rendered by the Target Group Companies in relation to the Cable Business RoW do not suffer from any serial or systematic and recurring defects which could give rise to any product liability or warranty claim. Except as disclosed in Section 15.4.10 of the Disclosure Letter, no product liability claims or warranty claims (in the latter case except for usual warranty claims that can be remedied by any Target Group Company in the ordinary course of business) are currently pending or being raised in writing against any Target Group Company and there is no action, suit, claim, inquiry, proceeding or investigation in any case by or before any court or governmental body pending against any Target Group Company regarding products which have been distributed or sold by any Target Group Company (the "**Products**") within the last two years prior to the Signing Date and, to Seller's Best Knowledge, no circumstances exist giving rise to product liability claims against any Target Group Company.



#### 15.4.11 **Litigation**

Except as disclosed in Section 15.4.11 of the Disclosure Letter, no lawsuit or other proceeding is pending (*rechtshängig*) or has been threatened in writing (i) against any Target Group Company, (ii) against the RFS Employees or (iii) against the Chinese asset transfer set forth in Section 24.3 below and the Australian asset transfer set forth in Section 24.4 below, before any court or arbitrator. Neither the Sold Equity nor assets transferred under Chinese asset transfer set forth in Section 24.3 below or the Australian asset transfer set forth in Section 24.4 below are subject to any seizure, freezing or other restrictions against the background of any litigation.

#### 15.4.12 **Insurance**

The Target Group Companies are covered by a group insurance of the Nokia group, which provides adequate insurance coverage for risks typically insured for companies of the size and type of the Target Group Companies. Up until the Closing Date, such insurance coverage is in full force and effect and all obligations under the relevant Nokia group insurance policies (including the payment of all premiums when due) have been complied with. There are no damage events in relation to the Target Group Companies that have not yet been processed to completion with the relevant insurance. Purchasers are aware that the Target Group Companies will have to be insured separately as of the Closing Date as the insurance coverage under the Nokia group insurance will end on Closing and will not transfer.

#### 15.4.13 **Environmental Harm**

The Parties are aware of the fact that there is certain Environmental Harm mainly related to volatile chlorinated hydrocarbons as set forth in more detail in Chapters 1 and 2 of **Schedule 15.4.13** on the premises of RFS Germany (the "**Existing Environmental Harm**"). To Seller's Best Knowledge there is no Environmental Harm on the premises of any of the Target Group Companies other than the Existing Environmental Harm.

#### 15.4.14 **Taxes**

15.4.14.1 Tax Returns. Except as disclosed in the Disclosure Letter, the Target Group Companies have, and will have as at the Closing Date, submitted all Tax returns and all other legally required declarations to the Tax Authorities in a timely, complete and materially truthful manner. Target Group Companies have not prepared Tax Returns deviating from any officially published view of the Tax Authorities, unless such filing position has been explicitly disclosed in the Tax returns.

15.4.14.2 Tax Payments by Target Group Companies. All Taxes due and payable by any of the Target Group Companies have been and will be timely paid as at the Closing Date.

15.4.14.3 Tax documentation. Unless disclosed otherwise in the Disclosure Letter, the Target Group Companies have kept and retained all relevant books, records and other records and documents (including transfer pricing documentation such as master files and local files and country by country reporting to the extent

relevant for any of the Target Group Companies as of Closing Date) to be kept or retained in connection with Taxes in accordance with legal requirements.

- 15.4.14.4 Tax Payments by Seller. All Taxes due and payable by the Seller resulting from the income Tax group and the VAT group between Seller and the Company have been and will be timely paid as at the Closing Date.
- 15.4.14.5 Tax returns of the Seller. Seller will have duly and timely filed as at the Closing Date, in accordance with all applicable laws, all Tax returns statements, reports and any other declaration relating to Tax, relevant for the income Tax group and the VAT group between Seller and the Company.
- 15.4.14.6 Income Tax grouping. The Company is and was for an uninterrupted period until 31 December 2022 as subsidiary in a valid income Tax group with the Seller as parent company but Seller itself is and was not a subsidiary in another income Tax Group itself.
- 15.4.14.7 VAT grouping. The Company was for an uninterrupted period until 31 December 2022 as subsidiary in a VAT group with the Seller for which the Seller has been the VAT group parent company.
- 15.4.14.8 Arm's length principle. All transactions between the Target Group Companies and Seller or Seller's Affiliate(s) are agreed and executed at terms and conditions in compliance with the arm's length principle.
- 15.4.14.9 Tax write-downs. No Tax-relevant write-downs (*Teilwertabschreibungen*) were made for any of the Target Group Companies which could result in a taxable write-up after the Closing Date due to a reversal of an impairment (*Wertaufholung*) occurring on or before the Closing Date.
- 15.4.14.10 No blocking/holding periods. None of the Target Group Companies was subject to a restructuring, reorganization or a similar measure which could result in a Tax of the Seller, Purchasers, any Purchasers' Affiliate or Target after the Closing Date.
- 15.4.14.11 Tax residency. Each of the Target Group Companies is only resident in its country of incorporation for Tax purposes and has not been at any time resident in any jurisdiction other than (or in addition to) its country of incorporation for Tax purposes.
- 15.4.14.12 Permanent establishments. Except as disclosed in the Disclosure Letter, none of the Target Group Companies maintains, and has maintained at any time in the last five years, a permanent establishment or any relationship to a permanent representative in another country of its country of incorporation for which a taxation right exists in the respective country for the relevant Target Group Company.

- 15.4.14.13 No tax rulings. None of the Target Group Companies has applied for or received a Tax ruling according to section 89 AO or similar law of any non-German jurisdiction, Tax confirmation according to section 204 AO or similar law of any non-German jurisdiction, mutual agreement procedure (*Verständigungsverfahren*), advance mutual agreement procedure (*Vorabverständigungsverfahren*) or entered into a written agreement on Tax relevant facts with a Tax Authority considered to be valid for Tax periods that have not been assessed in a final and binding way as of the Closing Date.
- 15.4.14.14 Tax audits. Except as disclosed in **Schedule 15.4.14.14**, the Target Group Companies are not subject to any tax audit, investigation or proceeding by tax or social security authorities and no such audit, investigation or proceeding has been threatened in writing.
- 15.4.14.15 Tax proceedings. To the Best Knowledge of Seller, the Target Group Companies are not involved in any judicial or extrajudicial remedies against tax assessment notices or other administrative acts subject to the provisions of the AO.
- 15.4.14.16 No Reinvestment provision. RFS Germany has not considered a special reinvestment reserve in accordance with sec. 6b German Income Tax Act in its balance sheet as of 31 December 2022.
- 15.4.14.17 Tax incentives. No special exemption, benefit, or other treatment in relation to any Taxes except for tax losses carry forwards, current tax losses or similar tax attributes, which the Target enjoys or has enjoyed has been or will be cancelled as a consequence of the transaction.
- 15.4.14.18 Tax withholding. Each Target Group Company has deducted or withheld all Tax which it has been obliged by law to deduct or withhold from amounts paid by it, has within all applicable time limits properly accounted to the relevant Tax Authority for all amounts of Tax so deducted or withheld and has otherwise complied with all its legal obligations in respect of such deductions or withholdings.

#### 15.4.15 **Finder's Fee**

No officer, director, employee or representative or advisor of the Target Group Companies has received or is entitled to any finder's fee or any type of commission or benefit in connection with this Agreement or the transactions contemplated herein.

#### 15.5 **No other guarantees**

- 15.5.1 Neither Seller nor its Affiliates do give any further express or implied representations or warranties to Purchasers. Purchasers agree to accept the Sold Equity, the IPR transferred or licensed under the IP Agreements and the Cable Business RoW in the condition they are on the Signing Date, based upon their own inspection, examination and determination with respect thereto (including the Due Diligence), without reliance upon any express or

implied representations or warranties of any nature of Seller, its Affiliates or any employee, advisor or other representative of Seller or its Affiliates. Purchasers acknowledge that Seller and its Affiliates make no representations, warranties or guarantees and assume no disclosure or similar obligations in connection with this Agreement and the transactions contemplated hereby, except as the Seller's Guarantees.

15.5.2 Without limiting the generality of the foregoing, Purchasers acknowledge and agree that neither Seller nor its Affiliates make any representations, warranties or guarantees with respect to:

- (a) any projections, estimates or budgets delivered or made available to Purchasers of future revenues, future results or operations (or any component thereof), future cash flows or future financial conditions (or any component thereof) or the future business operations of the Target Group Companies; and
- (b) any other information or documents made available to Purchasers or its representatives with respect to the business of the Target Group Companies or the Cable Business RoW.

## 15.6 Voluntary update of Schedules

Seller shall be entitled to update the Disclosure Letter for changes occurring between Signing and Closing referred to in the following Sections: Section 15.4.2 ("Bank Accounts and loan agreements"), Section 15.4.3 ("Owned and leased real estate"). Seller shall provide any such voluntary update to Purchasers three days prior to Closing.

## 16. Remedies of Purchasers

### 16.1 Seller's Breach

In the event and to the extent that any statement under a Seller's Guarantee is untrue, incorrect or misleading (a "**Seller's Breach**"), Seller shall be obliged to put Purchasers or at Purchasers' discretion, the respective Target Group Company, in the same position it would have been in, had Seller's Guarantee been true, correct and not misleading (*Naturalrestitution*). If and to the extent Seller fails to remedy such Seller's Breach within 30 days after Seller's receipt of the respective Breach Notice (as defined in Section 16.3) by Purchasers, Purchasers shall be entitled to seek monetary compensation (*Schadensersatz in Geld*) for any Losses.

### 16.2 Definition of Losses

For the purpose of this Agreement "**Losses**" shall mean all damages (*Schäden*) within the meaning of sections 249 *et seqq.* BGB however, excluding any indirect or consequential damages (*indirekte und Folgeschäden*), internal administration or overhead costs, frustrated expenses (*vergebliche Aufwendungen*), loss of profits (*entgangener Gewinn*), any value reduction (due to, for example, lost earnings or decreased cash flow) or any losses which are based on the argument that the valuation of the Target Group Companies and/or the Sold Assets has been calculated on the basis of incorrect assumptions.

### 16.3 Breach Notice

- 16.3.1 In the event that after the Closing Date, a Purchaser obtains knowledge of a breach of a Seller's Guarantee (the "**Indemnification Claim**"), Purchasers shall notify Seller of Seller's Breach in writing as soon as possible, but in any event within 20 Business Days, after becoming aware of the Seller's Breach, stating in reasonable detail the nature thereof and the estimated amount involved (the "**Breach Notice**").
- 16.3.2 Without prejudice to the validity of the alleged Seller's Breach, Purchasers shall allow, and shall cause the Target Group Companies to allow, Seller and its accountants and legal advisers to investigate the matter or circumstance alleged to give rise to such Seller's Breach for a time period of 20 Business Days upon receipt of the Breach Notice (the "**Investigation Period**"). For such purpose, Purchasers shall give, and shall cause the Target Group Companies to give, such information and assistance, including access to Purchasers' and the Target Group Companies' premises and personnel during normal business hours and including the right to examine and copy or photograph any assets, accounts, documents and records, as Seller or its accountants or legal advisers may reasonably request in connection with the possible Seller's Breach.

### 16.4 Third Party Claims

#### 16.4.1 Notification of Third Party Claims

If any claim, suit, action or proceeding brought by a third party in respect of which Purchasers or any of the Target Group Companies may seek any remedy against Seller under this Agreement (a "**Third Party Claim**"), Purchasers shall, as soon as possible, but in any event within 20 Business Days after becoming aware thereof, deliver to Seller a copy of the Third Party Claim and of all documents related thereto.

#### 16.4.2 Seller's right to assume defence

Seller shall have the right to defend Purchasers and the respective Target Group Company against such claim by all appropriate means and proceedings and shall have the sole power to assume the defense. In particular, Seller may with the consent of Purchasers, which shall not be unreasonably withheld,

- (a) participate in and direct all negotiations and correspondence with the third party,
- (b) appoint and instruct the counsel acting in the name of Purchasers and the respective Target Group Company,
- (c) require that the Indemnification Claim be litigated or settled in accordance with Seller's instructions, and
- (d) notify the Third Party Claim to a third party that may have the obligation to indemnify or hold Seller harmless.

Purchasers and the Target Group Companies shall not be entitled to acknowledge or settle a Third Party Claim or permit any such acknowledgement or settlement without Seller's prior written consent.

#### 16.4.3 **Duty of cooperation**

Purchasers shall fully cooperate with Seller in defending against any Third Party Claim, grant Seller, its representatives and advisors access to all relevant business records and documents during normal business hours, and permit Seller and its representatives and advisors to consult with the directors, employees and representatives of Purchasers and the Target Group Companies. Seller shall bear any such expense incurred by Purchasers and/or the Target Group Companies if and to the extent the Third Party Claim was based on a Seller's Breach.

### 16.5 **No double dip**

The Parties agree that where one and the same set of facts (*Sachverhalt*) qualifies under more than one provision entitling Purchasers to a claim under this Agreement, there shall only be one claim against Seller. The foregoing shall apply in particular if and to the extent that one and the same set of facts (*Sachverhalt*) becomes relevant under more than one of Seller's Guarantees under Section 11.2.

### 16.6 **Exclusion of Seller's liability**

Seller shall not be liable to Purchasers and Purchasers shall not be entitled to bring any claim for a Seller's Breach if and to the extent:

- 16.6.1 the facts or circumstances giving rise to such Seller's Breach were subject to Purchasers' Knowledge or fairly disclosed to any Purchaser pursuant to Section 16.8.2;
- 16.6.2 the relevant Loss is the result of failure by a Purchaser of its obligation to avoid or mitigate damages according to section 254 BGB;
- 16.6.3 the Indemnification Claim either results from or is increased by the passing of, or a change in any law, statute, ordinance, rule, regulation or administrative practice after the Signing Date;
- 16.6.4 a liability, depreciation, write-off allowance, provision or reserve has been made in the Closing Accounts for the matter that is the subject of the Indemnification Claim;
- 16.6.5 any matter or action which has been done or omitted to be done with respect to the subject matter of the Indemnification Claim prior to the Signing Date at the request, or with the approval, of a Purchaser or its representatives;
- 16.6.6 the amount of the Indemnification Claim is recovered by a Purchaser or a Target Group Company from a third party;
- 16.6.7 the matter to which the Indemnification Claim relates or the payment or settlement of any item giving rise to an Indemnification Claim results in any benefits, advantages or savings resulting in a refund, set-off or reduction of Taxes, in each case to a Target Group Company, a Purchaser or its Affiliates.

## 16.7 Payment of Damages

Any claim for Losses pursuant to Section 16.1 shall become due and payable by Seller within one month upon the expiry of the Investigation Period if and to the extent that the Seller does not provide reasonable facts from a perspective of a prudent business person to Purchaser that invalidate the alleged Seller's Breach. In the event that Seller has provided reasonable facts within the time period mentioned above, any claim for Losses pursuant to Section 16 shall become due and payable by Seller when the Losses have become final and binding as a result of (i) a settlement approved by Seller or (ii) the issuance of an enforceable judgement or order by a competent court in the first instance.

## 16.8 Purchasers' Knowledge; Disclosure

16.8.1 Purchasers had the opportunity to conduct a Due Diligence in the Data Room. In the Data Room, Seller disclosed information to Purchasers regarding the Target Group Companies and the Cable Business RoW. On the Signing Date, after signing of the Agreement by all Parties, each Party shall receive a USB flash drive containing a copy of the Data Room (each a "**Data Room USB**"); at Purchasers' costs a Data Room USB is deposited for evidence purposes with the acting notary for a time period of eight years from the Signing Date. The acting notary is entitled to destroy the Data Room USB upon expiration of such time period without further notice.

16.8.2 Purchasers shall not be entitled to bring any claims arising out of a Breach if, and to the extent that, the facts or circumstances giving rise to such claim were disclosed to a Purchaser

- (a) in this Agreement, the Disclosure Letter or any other Schedules; and/or
- (b) in the Data Room, unless the facts or circumstances have not been Fairly Disclosed.

Facts or circumstances are considered to be "**Fairly Disclosed**" if, employing the standard of a prudent business person, the disclosure was made in a manner to enable a purchaser or its advisers to appreciate the respective information or circumstance disclosed, in particular if information in the Data Room was included in a folder where it could reasonably be expected and if the significance was reasonably understandable by a diligent reader without reference to any other document or information contained elsewhere or outside the Data Room.

## 17. Taxes

### 17.1 Tax Indemnity

Seller is obliged to indemnify and hold Purchasers or, at Purchasers' discretion, the Target Group Companies harmless from and against all Taxes due and payable by the Target Group Companies (i) for Tax assessment periods ending on or before the Closing Date, (ii) relating to Tax assessment periods commencing before the Closing Date but ending after the Closing Date, the portion of the Taxes to be indemnified by the Closing Date being determined as if the relevant Tax assessment period had ended on the Closing Date ("as if") and (iii) relating to capital gains arising from this Agreement or a Transaction contemplated under this Agreement (together the "**Pre-**

**Closing Date Period**"), but only to the extent that such Taxes relate to the period ending on or before the Closing Date ("**Relevant Tax**"), if and to the extent that

- (a) such Relevant Tax has neither been paid nor otherwise settled prior to or on the Closing Date and such Relevant Tax has neither been recovered nor – due to a lack of a valid and enforceable claim – is or will be recovered from any third party;
- (b) the amount a Relevant Tax to be indemnified by the Seller to be paid after the Closing Date and to be indemnified by the Seller exceeds a Tax liability or Tax provision accrued for the Relevant Tax to be indemnified by the Seller in the Closing Date Accounts;
- (c) such Relevant Tax is neither directly nor indirectly caused by any measure, action, omission, and/or declaration initiated, effected and/or executed by Purchasers, any Purchasers' Affiliate and/or, after the Closing Date, by a Target Group Company, unless such action is undertaken in order to comply with mandatory applicable law or the formally and materially lawful (*formell und materiell rechtmäßig*) request of a competent Tax Authority or unless such action is undertaken with the prior written consent of Seller;
- (d) such Relevant Tax neither corresponds to nor can be offset against a Tax Asset (which can also arise at a different type of Tax and is based on the same factual circumstances giving rise to a claim under the Tax Indemnity) at the level of the Target Group Companies (e.g. due to a kind of Tax group, fiscal unity or group taxation regime), Purchasers and/or any Purchasers' Affiliate;
- (e) such Relevant Tax cannot be offset against a Tax Refund of a Target Group Company's Tax which relates to any time period ending prior to or on the Closing Date, unless such Tax Refund has been considered in the Purchase Price calculation;
- (f) such Relevant Tax is neither caused nor increased by any non-compliance of a Purchaser with any obligation under this Section 20 and/or section 254 BGB;
- (g) such Relevant Tax has not already been specifically deducted for the calculation of the Purchase Price or any part thereof; and
- (h) such Relevant Tax is not VAT in respect to which any Target Group Company (e.g. due to a kind of Tax group, fiscal unity or group taxation regime), Purchasers and/or any Purchasers' Affiliate are entitled to claim, due to a valid and enforceable claim, a corresponding input VAT credit

(the "**Tax Indemnity**").

## 17.2 Due Date of any Payment under the Tax Indemnity and Overpayments

Any payment under the Tax Indemnity is due 20 Business Days after Seller (i) has been notified in writing by Purchasers about such payment obligation, the respective Target Group Company's payment obligation of the respective Relevant Tax (to be



indemnified) and the corresponding payment date of such Relevant Tax vis-à-vis the competent Tax Authority and (ii) has received a copy of the underlying Tax assessment and/or payment order of the Tax Authorities, but in no case earlier than 3 Business Days before the date on which such Relevant Tax is due and payable to the competent Tax Authority.

### 17.3 Reimbursements

#### 17.3.1 Purchasers shall reimburse to Seller any

- (a) Tax Refund (plus interest) of a Target Group Company's Tax which relates to the Pre-Closing Date Period and is received by the Target Group Company, Purchasers and/or any Purchasers' Affiliate after the Closing Date if and to the extent such Tax Refund has not been taken into account pursuant to Section 17.1(e) and has not been taken into account in the Purchase Price calculation;
- (b) amount equal to any Tax related liability, accrual and/or provision included in the Closing Date Accounts to the extent that these items exceed the actual Tax charge and have been and/or can be dissolved in the Target Group Companies' financial statements pursuant to applicable Law and/or Accounting Principles; and
- (c) Tax Asset (irrespective from which type of Tax it arises) at the level of the Target Group Companies, Purchasers and/or any Purchasers' Affiliate which corresponds to any Seller's and/or Target Group Companies' Tax which relates to any time period ending prior to or on the Closing Date if and to the extent such Tax Refund has not been taken into account pursuant to Section 17.1(d) and has not been taken into account in the Purchase Price calculation.

#### 17.3.2 Purchasers shall indemnify and hold harmless Seller from and against all Taxes which have to be paid by Seller in its capacity as (ultimate) Tax group parent (*Organträger*) of RFS Germany for Taxes (the "**Tax Group**") in relation to periods up and until the Closing Date, ("**Seller's Pre-Closing Date Taxes**") if and to the extent that

- (a) a Seller's Pre-Closing Date Tax is directly or indirectly caused or increased by any measure, action, omission, and/or declaration initiated, effected and/or executed by Purchasers, any Purchasers' Affiliate and/or, after the Closing Date, by a Target Group Company, provided that such action is not undertaken in order to comply with mandatory applicable law or the formally and materially lawful (*formell und materiell rechtmäßig*) request of a competent Tax Authority or done upon written request by Seller and/or with consent of Seller given in writing;
- (b) the circumstance triggering the Seller's Pre-Closing Date Tax has resulted in (*kausal verknüpft*) a Tax Refund for Purchasers, RFS Germany or any legal successor, unless the Tax Refund has reduced a Tax Indemnification (no double counting);

- (c) Purchasers have not fully complied with any of the obligations under this Section 20 and/or section 254 BGB, unless Purchasers can reasonably prove that such non-compliance by Purchasers or the Target Group Companies should have not caused or increased such Tax.

- 17.3.3 Purchasers shall, and shall procure that the Target Group Companies shall, (i) promptly notify Seller in writing of the receipt, existence and/or increase of any Tax Refund, any amount, claim and/or Tax Asset pursuant to Section 17.3.1 and (ii) deliver at the costs of the Seller to Seller within six months following the end of each fiscal year a written statement of a certified accounting firm stating the amount of reimbursements pursuant to Section 17.3 realized by the Target Group Companies during the relevant fiscal year. Any amount payable to Seller under this Section 17.3 shall be due and payable 15 Business Days after the respective (i) – in relation to Section 17.3.1(a) – Tax Refund has been refunded to the Target Group Companies, Purchasers and/or any Purchasers' Affiliate, (ii) – in relation to Section 17.3.1(b) – liability, accrual and/or provision has been and/or can be dissolved in the Target Group Companies' financial statements pursuant to applicable law and/or Accounting Principles or (iii) – in relation to Section 17.3.1(c) – knowledge of the Target Group Companies, Purchasers and/or any Purchasers' Affiliate of the existence and/or increase of any claim and/or Tax Asset.

#### 17.4 Tax returns, Relevant Tax Proceedings and cooperation

- 17.4.1 After the Closing Date, Purchaser shall procure that the Target Group Companies prepare and file all Tax Returns (relating to the Pre-Closing Date Period) according to applicable Laws and regulations when due and substantially in line with past practice to the extent that such past practice is in line with applicable Laws. Upon request of Purchasers or the Target Group Companies, Seller will provide all necessary information concerning the past practice. Any Tax return (i) relating to Relevant Taxes and/or (ii) which gives and/or could give rise to rights, claims and/or obligations of any Party under this Section 17 shall be subject to Seller's review and written consent (such consent not to be unreasonably withheld or delayed) prior to filing such Tax return to any Tax Authority. Purchasers shall procure that no such Tax return is filed and/or submitted to any Tax Authority, and/or amended without Seller's prior written consent (such consent not to be unreasonably withheld or delayed). Purchasers shall ensure that any of these Tax returns (including all reasonably required information, documents and data etc. which are required to check the respective Tax return and its content) will be sent to Seller not later than 30 Business Days prior to the due filing date of the respective Tax return and that all Taxes payable thereunder shall be timely paid. With regard to monthly Tax Returns, Purchasers shall ensure that any of these Tax Returns will be sent to Seller not later than 10 Business Days prior to the due filing date of the respective Tax Return.
- 17.4.2 Purchasers shall notify Seller of any Tax Proceedings (i) relating to Relevant Taxes and/or (ii) which gives and/or could give rise to rights, claims and/or obligations of any Party under this Section 17 ("**Relevant Tax Proceedings**"). Such notification shall be made in writing promptly after Purchasers and/or the Target Group Companies became aware of such event and shall contain all reasonably required information describing the object of

the respective Relevant Tax Proceedings in detail and shall include copies of any document received from any Tax Authority related to the respective Tax and/or respective Relevant Tax Proceedings.

- 17.4.3 Purchasers shall, and shall procure that the Target Group Companies shall, (i) give Seller the opportunity to fully participate from the beginning on in all Relevant Tax Proceedings from their commencement onwards, (ii) upon Seller's request and cost, challenge, litigate and/or appeal against any Tax assessment and/or other decision of any Tax Authority if it is or can be related to a claim under the Tax Indemnity, a Tax Asset and/or other claim of Seller under this Section 17 and (iii) comply with any instruction by Seller in relation to the conduct of such Relevant Tax Proceedings referred if such instruction is in compliance with applicable laws.
- 17.4.4 In the case of a Relevant Tax Proceeding pending at a court, Purchasers shall procure that after the Closing Date (i) no document, data and/or information related to such Relevant Tax Proceeding is submitted to the competent court without Seller's prior written consent (such consent not to be unreasonably withheld or delayed), and that (ii) no Relevant Tax Proceedings is settled and/or becomes time-barred without Seller's prior written consent (such consent not to be unreasonably withheld or delayed).
- 17.4.5 In the event that Seller has requested that court proceedings in relation to a specific Tax matter in respect to Relevant Tax Proceedings shall be initiated, all costs and expenses of such court proceedings incurred by Seller together with all costs and expenses reasonably incurred by Purchasers in connection with such court proceedings (including reasonable fees of advisors as far as Purchasers require any own advisor) shall be borne by Seller. However, any reimbursement of the Purchasers' legal costs by third parties shall be paid to the Seller within 15 Business Days after receipt of such reimbursement.
- 17.4.6 The Parties agree that the conclusion of this Agreement shall not affect the obligations of RFS Germany under the VAT group (*umsatzsteuerliche Organschaft*) with Seller existing until 31 December 2022 (the "**VAT Group**"). Purchasers procures that, after the Closing Date, RFS Germany will fully comply with these obligations and, in particular but not limited to, (i) promptly provide any information and documents necessary for Seller to timely file its outstanding (annual) VAT or any necessary amendments of (Preliminary) VAT returns already filed under the VAT Group and (ii) pay to Seller those VAT amounts which are based on such sales or other facts subject to VAT realized by RFS Germany, less the deductible input VAT on input services received from RFS Germany, in each case to the extent that the VAT and input VAT amounts arose during the effectiveness of the VAT Group and irrespective of when the VAT is levied ("**VAT Group Charge**"), unless Purchaser has a corresponding indemnification claim under Section 17.1. If, under the aforementioned conditions, the VAT Group Charge results in a credit balance in favor of RFS Germany, Seller pays to RFS Germany the excess input VAT refunded by the tax office or the excess input VAT offset against VAT payable, unless Seller has a corresponding indemnification claim under Section 17.3. In economic terms, the VAT Group Charge is intended to ensure— that - even if Seller as the former taxable entity for VAT purposes during the effectiveness of the VAT Group is liable to pay VAT to the tax authorities - Seller is neither burdened with VAT attributable to RFS

Germany as the former subsidiary in the VAT Group during its effectiveness nor generates a benefit from input VAT attributable to RFS Germany.

17.4.7 Purchasers shall, and shall cause the Target Group Companies to, fully cooperate with Seller regarding all Relevant Tax Proceedings, the VAT Group and the proper fulfilment of the DPLPA and the Tax Group.

17.4.8 Section 16.5 shall apply *mutatis mutandis* to this Section 17.

## 18. Environmental issues

18.1 Purchasers are aware of the ongoing remediation works in relation to the Existing Environmental Harm regarding the volatile chlorinated hydrocarbons (the "**Remediable Environmental Harm**"). Chapters 3 to 5 of Schedule 15.4.13 include a detailed description of the works required to remedy the Remediable Environmental Harm and the works still outstanding as per the Signing Date to remedy the Remediable Environmental Harm (jointly the "**Remediation Works**") as well as protective measures in relation to such Remediation Works ("**Protective Measures**"). Schedule 15.4.13 includes an indicative timetable until when such Remediation Works and Protective Measures are planned to be completed. Purchasers are aware that pursuant to existing agreements, Nokia Solutions and Networks GmbH & Co. KG is obliged to perform the Remediation Works and bear the related cost. RFS Germany is obliged to perform the Protective Measures and bear the related costs of the Protective Measures but shall be indemnified pursuant to Section 19.3.

18.2 Seller shall and shall cause the Target Group Companies to continue (i) cooperating with the ongoing Remediation Works and (ii) performing the Protective Measures until the Closing Date.

18.3 To the extent the Remediation Works and Protective Measures have not been completed prior to Closing, Purchasers shall and shall cause the Target Group Companies to continue cooperating with the ongoing Remediation Works and perform the Protective Measures.

## 19. Special Indemnities

Seller hereby indemnifies and holds harmless (*freistellen*) Purchasers and/or, at Purchasers' sole discretion, the Target Group Companies from and against any and all Losses incurred by the relevant indemnitee(s) under or in connection with (jointly the "**Special Indemnities**"):

19.1 the restructuring program (dismissal of employees) by RFS Germany in 2020;

19.2 employment lawsuits pending at Signing Date and any and all outstanding costs and claims in relation to the employees of RFS Australia and/or RFS France as per Closing;

19.3 any Remediation Works and Protective Measures, also in the event that the Remediation Works have not been completed prior to Closing;

19.4 the dissolution of RFS SA and the closure of India Liaison Office; and

19.5 the Swedish Employee.

## 20. Product Warranty Indemnity

- 20.1 Seller hereby indemnifies and holds harmless (*freistellen*) Purchasers and/or, at Purchasers' sole discretion, the Target Group Companies from and against any cost reasonably incurred by Purchasers or the relevant Target Group Company as a direct consequence of product warranty (*Gewährleistung*) claims from customers ("**Product Warranty Claims**"), provided that the relevant Cable Business Products were produced prior to Closing and have been shipped within three months from the Closing (the "**Product Warranty Indemnity**"). This Product Warranty Indemnity shall apply irrespective of any disclosure made within the Disclosure Letter or the Data Room.
- 20.2 The Product Warranty Indemnity shall only apply if and to the extent the aggregate amount of Product Warranty Claims exceeds an amount of EUR 300,000. Product Warranty Claims up to the amount of EUR 300,000 shall be borne by Purchasers or the relevant Target Group Company if not covered by Seller's Guarantee pursuant to Section 15.4.10.
- 20.3 Seller shall provide to Purchasers reasonable written documentation showing the existence and amount of the Product Warranty Claims.

## 21. IP Indemnity

- 21.1 Subject to the conditions and exceptions stated below and in Sections 23.1 and 23.2, the Seller: (a) shall defend Target Group Companies and/or Related Companies of RFS Germany and RFS China as defined in the IP Transfer and License Agreement (each an "**IP Indemnitee**") against any claim, action or proceeding brought by a third party (the "**Claimant**") in the Territory against an IP Indemnitee alleging an infringement or misappropriation of any Intellectual Property Rights of such third party (other than an Affiliate of Purchasers or an NPE) because of the manufacture, sale or offer to sell by an IP Indemnitee of a Cable Business Product (as such Cable Business Product was at Closing Date) (an "**IP Infringement Claim**"); and (b) shall indemnify and hold the IP Indemnitee harmless from and against any and all Losses assessed against such IP Indemnitee in a final and binding judgment by a court of competent jurisdiction or in a final and binding arbitration award on such IP Infringement Claim, provided that Purchasers (i) give Seller prompt written notice of the IP Infringement Claim, (ii) grant or procure that the relevant IP Indemnitee grants to Seller the sole authority to assume the defence, and the sole right to settle the IP Infringement Claim, through counsel chosen in accordance with Section 21.2 below, with legal costs to be shared equally between Seller and the respective IP Indemnitee unless otherwise provided for in Section 21.2, and (iii) furnish all information and assistance requested by Seller and reasonably cooperate with Seller to facilitate the defence and settlement of the IP Infringement Claim ("**IP Indemnity**"). For the purpose of Section 21.1, a Claimant shall not be regarded as an NPE if (i) such Claimant has developed and manufactured cable products to be deployed in communication networks ("**Cable-related Business**") during the last three years preceding the date at which the IP Infringement Claim is brought against the IP Indemnitee and (ii) such Claimant has not ceased or is not reasonably likely to cease the Cable-related Business.
- 21.2 In the event of an IP Infringement Claim of which Seller has been notified by Purchasers in accordance with Section 21.1, Seller and Purchasers shall, promptly following receipt of such notice by Seller, jointly and in good faith, taking into account the reasonable business interest of each Party cooperate to agree on legal counsel to be appointed by Seller to handle the defence of such IP Infringement Claim. Seller shall,

however, at any time and at its sole discretion, upon notice to Purchasers in writing (email sufficient), be entitled to appoint counsel alone without Purchasers' involvement or agreement. In such an event the legal costs shall be borne solely by Seller.

- 21.3 If the manufacture, sale or offer to sell of Cable Business Products by an IP Indemnitee is (i) enjoined as a result of an IP Infringement Claim, (ii) is subject to an IP Infringement Claim, or (iii) in Seller's opinion is likely to be enjoined or to be subject to an IP Infringement Claim (each an "**Infringement Event**"), then, the relevant IP Indemnitee and Seller shall jointly and in good faith, taking into account the reasonable business interest of each party, evaluate and determine which of the following options is more cost effective and viable: (i) modifying the relevant Cable Business Product in order to ascertain that the manufacture, sale or offer to sell of such Cable Business Product by the respective IP Indemnitee is no longer subject to an IP Infringement Claim or (ii) obtaining the right for the IP Indemnitee to continue manufacture, sale or offer to sell of such Cable Business Product. Seller and the relevant IP Indemnitee shall share the costs for the chosen option equally.
- 21.4 Seller has no obligations under this Section 21 with respect to an IP Infringement Claim or Infringement Event if and to the extent that it: (i) relates to any modification of any Cable Business Product after Closing Date, (ii) relates to manufacture, sale or offer to sell of any Cable Business Product in combination with any other product, if the manufacture, sale or offer to sell of such Cable Business Product alone would not have resulted in such infringement or (iii) is a defensive counterclaim to an intellectual property infringement or misappropriation claim first initiated by Purchasers or any of their Affiliates.
- 21.5 Purchasers shall indemnify and hold Seller and its Affiliates ("**Seller Indemnitees**") harmless from and against any Losses incurred by Seller Indemnitees in connection with any claim or event as per Section 21.4 ("**Reverse IP Indemnity**").
- 21.6 Notwithstanding anything to the contrary, the rights and remedies set forth in this Section 21 are Purchasers' exclusive rights and remedies with respect to third party claims of infringement and misappropriation of Intellectual Property Rights. Purchasers shall procure that no IP Indemnitee asserts any further rights and remedies against Seller and its Affiliates.

## **22. Out-of-Scope Business**

- 22.1 Seller hereby indemnifies and holds harmless (*freistellen*) Purchasers and/or, at Purchasers' sole discretion, the Target Group Companies from and against any and all Losses incurred by the relevant indemnitee(s) under or in connection with the Out-of-Scope Business. This indemnity shall, however, not apply to any Losses incurred due to or in connection with the NC Covenant NA by any of the Target Group Companies, their legal successors, Purchasers or their Affiliates.
- 22.2 The Parties agree to reasonably and faithfully cooperate with respect to the Out-of-Scope Business taking into account the business interest of each Party. For this purpose, the Parties agree to notify each other about any communication of third parties in connection with the Out-of-Scope Business in relation to the Target Group Companies. Each Purchaser shall, to the extent legally permissible, grant Seller and Seller's Affiliates access to relevant business records and documents reasonably required and requested in relation to the Out-of-Scope Business and permit Seller and its representatives and advisors to consult with the directors, employees and representatives of Purchasers and the Target Group Companies upon written request

(email sufficient) during normal business hours. Purchasers shall employ reasonable efforts to put Seller and its Affiliates in the position to fulfill its obligations to third parties under and in connection with the Out-of-Scope Business. Seller shall bear any and all costs in connection with the Out-of-Scope Business. The Parties will faithfully agree on any internal and overhead costs of Purchasers.

## 23. Legal Consequences

In case of any potential claim against Seller under Section 18, 19, or 20 Purchasers shall notify Seller in writing as soon as possible, but in any event within ten Business days, after becoming aware of the potential claim. Sections 16.3 through 16.5, Sections 16.6.2 through 16.6.7 and Section 16.7 shall apply *mutatis mutandis*.

### 23.1 Limitations of liability

23.1.1 Purchasers shall only be entitled to Indemnification Claims if

- (a) each individual Indemnification Claim exceeds an amount equal to EUR 10,000 and to the extent that
- (b) the aggregate amount of all such individual Indemnification Claims exceeds an amount of EUR 100,000 (*Freigrenze*).

If the respective limit is exceeded, the entire amount and not only the excess amount shall be taken into account. This Section 23.1.1 shall also apply to the IP Indemnity and the Reverse IP Indemnity.

23.1.2 The total liability of Seller for claims under and in connection with this Agreement is limited as follows:

- (a) The liability for Seller's Breaches of the **General Guarantees** pursuant to Section 15.2 other than Section 15.2.1 (legal capacity of Seller) is limited to EUR 7,100,000.
- (b) The liability for Seller's Breaches of the **Corporate Guarantees** pursuant to Section 15.3 and the Operational Guarantee pursuant to Section 15.4.13 (**Environmental Harm**) is limited to EUR 7,100,000.
- (c) The liability for Seller's Breaches of the **Operational Guarantees** pursuant to Section 15.4 other than the Operational Guarantee pursuant to Section 15.4.13 (Environmental Harm) and the Operational Guarantee pursuant to Section 15.4.14 (Taxes) is limited to EUR 2,130,000.
- (d) The liability (i) for a Seller's Breach of the General Guarantees pursuant to Section 15.2.1 (**legal capacity of Seller**), (ii) for a Seller's Breach of the Operational Guarantee pursuant to Section 15.4.14 (**Taxes**), (iii) under the **Tax Indemnity**, (iv) under the **Out-of-Scope Business liability** under Section 22.1 as well (v) any payment obligation under any covenants under/or in connection with this Agreement is unlimited.
- (e) The overall liability for the **Special Indemnities** is limited to EUR 7,100,000.

- (f) The liability under the **Product Warranty Indemnity** pursuant to Section 20 shall be limited to EUR 7,100,000.
  - (g) The liability under the **IP Indemnity** pursuant to Section 21 shall be limited to EUR 5,000,000.
  - (h) The maximum aggregate liability for Seller's Breaches of the Seller's Guarantees, other than the General Guarantee pursuant to Section 15.2.1 (legal capacity of Seller) and the Operational Guarantee pursuant to Section 15.4.14 (Taxes), as well as for any other claims under and in connection with this Agreement, except as stated otherwise in this Section 23.1.2, shall in no case exceed EUR 7,100,000.
  - (i) The maximum aggregate liability for the Special Indemnities, the Product Warranty Indemnity and the IP Indemnity shall in no case exceed EUR 7,100,000.
- 23.1.3 The liability of Purchasers under the Reverse IP Indemnity shall be limited to EUR 1,500,000.00.
- 23.1.4 The limitations of liability under this Section 23.1 shall not apply in case of claims pursuant to section 826 BGB or for willful deceit (*arglistige Täuschung*) and willful misconduct (*Vorsatz*) by Seller or by Purchasers, as the case may be.

## 23.2 Statute of limitation

- 23.2.1 All claims of Purchasers under or in connection with this Agreement shall be time-barred as follows:
- (a) Claims of Purchasers based on a Seller's Breach of a General Guarantee pursuant to Section 15.1.3 shall be time-barred five years after the Closing Date.
  - (b) Claims of Purchasers based on a Seller's Breach of a Corporate Guarantee pursuant to Section 15.3 shall be time-barred five years after the Closing Date.
  - (c) Claims of Purchasers based on a Seller's Breach of an Operational Guarantee pursuant to Section 15.4 shall be time-barred twenty-four months after the Closing Date.
  - (d) Claims of Purchasers for a Tax Guarantee pursuant to Section 19.4.14 and for a Tax Indemnity pursuant to Section 17.1 shall be time-barred six months after the relevant Tax assessment which is not subject to the statutory reservation for review by the relevant Tax Authority, has become final, binding and unalterable.
  - (e) Claims of Purchasers for a Special Indemnity shall be time-barred five years after the Closing Date.
  - (f) Claims of Purchasers for a Product Warranty Indemnification shall be time-barred two years after the Closing Date.



- (g) Claims of Purchasers based on fraud or willful misconduct and all other claims of Purchasers under this Agreement, if not explicitly provided for herein otherwise shall be time-barred in accordance with applicable statutory provisions.
  - (h) Claims of Purchasers under the IP Indemnity shall be time barred 36 months after the Closing Date
- 23.2.2 All claims of Seller against Purchasers pursuant to Section 17.3 shall be time-barred six months after the relevant Tax assessment which is not subject to the statutory reservation for review by the relevant Tax Authority, has become final, binding and unalterable.
- 23.2.3 Claims of Seller against Purchasers pursuant to the Reverse IP Indemnity shall be time barred 24 months after the Closing Date.

### **23.3 Deemed reduction of the Purchase Price**

All payments made by the Parties pursuant to this Agreement shall constitute an adjustment of the Purchase Price, irrespectively of the Party making such payment. If and to the extent payments are made by Seller to the Target Group Companies or Purchasers for the breach of a guarantee or indemnification obligation or in the event the Purchase Price is negative, such payments shall be construed and deemed as contributions made by Purchasers into the relevant Target Group Company (in case of payment to a Target Group Company) and shall be treated as a reduction of the Purchase Price between the Parties.

### **23.4 Exclusion of statutory rights**

The remedies which Purchasers may have against Seller for breach of any obligations under or in connection with this Agreement shall solely be governed by this Agreement and shall be the exclusive remedies available to Purchasers. Therefore, except for the rights of Purchasers under this Agreement, any right of Purchasers to lower the Purchase Price or any part of it (*Minderung*) or rescind (*Rücktritt*) from this Agreement or to require the winding up of the transactions contemplated hereunder on any other legal basis (e.g. by way of asserting the *großer Schadenersatz*), rights to terminate this Agreement because of the lack of essential qualities, or any claims under section 313 BGB (*Anpassung oder Wegfall der Geschäftsgrundlage*) or any other rights to terminate or adjust this Agreement, any further claims based on defects, any claims for breach of pre-contractual obligations (*culpa in contrahendo* pursuant to sections 311 para. 2, 280 BGB), or ancillary obligations (*Schadenersatz wegen Nebenpflichtverletzung*) and any liability in tort (*Deliktshaftung*) (except claims for willful deceit (*arglistige Täuschung*) and wilful misconduct (*Vorsatz*) and claims pursuant to section 826 BGB, or exercise any right or remedy which would have a similar effect under German or foreign laws) are hereby, to the extent legally permissible, explicitly excluded and waived by Purchasers and such waiver is hereby accepted by Seller. The provisions of this Section 23.4 shall not apply for the benefit of Seller's representatives as a true contract for the benefit of third parties (*kein echter Vertrag zugunsten Dritter / kein Vertrag mit Schutzwirkung zugunsten Dritter*).

### **23.5 Exclusion of rights under the Equity Transfer Agreement and indemnity**

The remedies which Purchasers may have against Seller in connection with the sale and transfer of the Sold Equity RFS China from Seller to Purchasers shall solely be governed by this Agreement and shall be the exclusive remedies available to

Purchasers. Without limiting the generality of the foregoing, any rights of Purchasers under the Equity Transfer Agreement, other than the claims for specific performance (*primäre Erfüllungspflichten*), or under statutory law are hereby, to the extent legally permissible, explicitly excluded and waived by Purchasers and such waiver is hereby accepted by Seller. Purchasers shall indemnify and hold harmless (*freistellen*) Seller upon first demand (*auf erstes Anfordern*) from and against any claims (contractually or statutory), other than the claims for specific performance (*primäre Erfüllungspflichten*), under or in connection with the Equity Transfer Agreement and the sale and transfer of the Sold Equity RFS China.

### **23.6 No exclusions or limitations**

The limitations of liability under this Section 23 shall not apply in case of claims pursuant to section 826 BGB or for wilful deceit (*arglistige Täuschung*) and wilful misconduct (*Vorsatz*) by Seller or by Purchasers, as the case may be.

## **24. Seller's Covenants**

Seller shall procure that between the Signing Date and the Closing Date (the "**Seller Covenants**"):

### **24.1 Conduct of business**

24.1.1 For the period between the Signing Date and the Closing Date, Seller shall procure, to the extent legally permissible, that the Target Group Companies shall carry on its Cable Business RoW as a going concern in the Ordinary Course of Business as carried on prior to the Signing Date and consistent with past practice, unless expressly otherwise provided for in this Agreement, in particular the implementation of the Restructuring, or agreed with Purchasers in writing.

24.1.2 For the period between the Signing Date and the Closing Date, Seller shall procure, to the extent legally permissible, that RFS Australia carries on its business regarding the Cable Business RoW as a going concern in the Ordinary Course of Business as carried on prior to the Signing Date and consistent with past practice, unless expressly otherwise provided for in this Agreement or agreed with Purchasers in writing.

### **24.2 Actions requiring Purchasers' consent**

24.2.1 Without prejudice to the generality of Section 24.1, and except as otherwise provided for in this Agreement and/or with written consent of Purchasers and to the extent legally permitted, Seller shall procure, from the Signing Date until and including the Closing Date, none of the following measures or actions shall be (i) carried out by the Target Group Companies, RFS Australia or RFS France or (ii) be resolved or carried out by the Seller in relation to the Target Group Companies, RFS Australia or RFS France, both (i) and (ii) relating to the Cable Business RoW:

- (a) enter into any agreement or incur any commitment involving any capital expenditure in excess of EUR 50,000, exclusive of VAT;
- (b) other than in the Ordinary Course of Business, enter into or amend any agreement or incur any commitment which is not capable of being terminated by the respective Target Group

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- Company without compensation at any time with three months' notice or less;
- (c) acquire or dispose of any material asset or amend any agreement to do so, in each case involving consideration, expenditure or liabilities in excess of EUR 50,000, exclusive of VAT other than in the Ordinary Course of Business;
  - (d) acquisition or disposal or encumbrance of, or commitment to dispose of or encumber any share, shares or other interest in any company, partnership or other venture;
  - (e) incur any additional borrowings or incur any other indebtedness other than in the Ordinary Course of Business;
  - (f) amend, to any material extent, any of the terms on which goods, facilities or services are supplied;
  - (g) save as required by applicable Laws or within the Ordinary Course of Business:
    - (i) make any amendment to the terms and conditions of employment (including, without limitation, remuneration, pension entitlements and other benefits) of any Employee;
    - (ii) provide or agree to provide any gratuitous payment or other benefit to any Employee or any of his/her Relatives;
    - (iii) dismiss any Employee or engage any additional employee;
  - (h) discontinue, amend or introduce any pension schemes or communicate to any Employee any intention to discontinue, amend or exercise any discretion other than in the Ordinary Course of Business in relation to any pension scheme;
  - (i) enter into any guarantee, indemnity or other agreement to secure any obligation of a third party or create any encumbrance over any of its assets other than in the Ordinary Course of Business;
  - (j) make any change to its accounting practices or policies;
  - (k) conclude an enterprise agreement (*Unternehmensvertrag*) or silent partnership agreement;
  - (l) make any change of the articles of association of the Target Group Companies; or
  - (m) termination or amendment of any Material Agreement, or entering into any agreement which would qualify as Material Agreement, for the latter only to the extent that such Material Agreements are entered into other than in the ordinary course of business;

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- (n) any transformation (*Umwandlung*) in the meaning of the German Reorganisation Act (*Umwandlungsgesetz*) taking any other step having a similar effect, or decision on winding-up;
- (o) decide or implement a distribution of profits of any form.
- 24.2.2 Without prejudice to the generality of Section 24.1, Seller shall procure that RFS Australia and NewCo Australia as well as RFS Shanghai shall not take any of the following actions relating to the Sold Assets without the prior consent of Purchasers, unless expressly otherwise provided for in this Agreement, in particular the implementation of the Restructuring, or agreed with Purchasers in writing:
- (a) enter into any agreement or incur any commitment involving any capital expenditure in excess of EUR 50,000, exclusive of VAT;
- (b) sell, exclusively license or otherwise dispose of (including as a consequence of any measures under the German Transformation Act), any of the Sold Assets, except for (i) any necessary replacements in the ordinary course of business, and (ii) those encumbrances arising by operation of law or under the Sold Contracts;
- (c) enter into or materially amend any agreement (i) which qualifies as a Sold Contract, (ii) involving annual obligations of either party regarding the Cable Business RoW in excess of EUR 250,000 in the individual case or EUR 500,000 p.a., or (iii) is otherwise material for the Cable Business RoW (such as e.g. any cooperation and/or development agreements, and including any memorandum of understanding or similar arrangement (whether binding or non-binding));
- (d) amend or terminate any Sold Contract, other than (i) non-material amendments, or (ii) any termination for breach by the other party thereto;
- (e) hire any employees for the Cable Business RoW;
- (f) terminate the employment or grant any increase in wages, salaries, bonus or other remuneration or change any other condition of employment (including benefits and pensions) of any Seller Employee, other than increases which are provided for by collective bargaining agreements (*Tarifverträge*) or references to such bargaining agreements in the individual employment contracts, or amend or introduce any pension schemes under which any Seller Employees has any claims;
- (g) terminate or amend to the detriment of the Cable Business RoW any insurance policies with respect to the Cable Business RoW;
- (h) enter into any form of commitment in relation to the foregoing.

### **24.3 Chinese Asset Transfer**

Seller shall cause RFS China via the RFS Shanghai Branch and RFS Shanghai to enter into the APA China.

### **24.4 Australia Asset Transfer**

Seller shall cause RFS Germany to establish a new fully owned Australian limited liability company ("**NewCo Australia**") and subsequently cause RFS Australia and NewCo Australia to enter into the APA Australia. As of the time, the APA Australia has been entered into, NewCo Australia, shall be considered a Target Group Company, with all provisions making reference to a Target Group Company under or in connection with this Agreement to apply to NewCo Australia.

### **24.5 Further Undertakings**

24.5.1 Seller hereby undertakes to settle the Repayment Amount at or prior to the Closing Date by irrevocable wire transfer in immediately available funds, value as per the Closing Date and free of bank and other charges to the Finance Provider on behalf of the respective Target Group Company into the bank account set out in the Release Letter/Agreement.

24.5.2 Conditional to the occurrence of Closing, Seller hereby waives, by way of a contract for the benefit of a third party, any claims it may have against any Target Group Company, except as outlined in this Agreement, and Seller shall indemnify and hold harmless the Target Group Companies from and against claims asserted by any Seller's Subsidiary except as set out in such Schedule or reflected (including any provisions therefore) in the Financial Statements or outlined in this Agreement.

## **25. Non-Compete, Non-Solicitation**

25.1 For a period of three years from the Closing Date, Seller shall not directly or indirectly and shall procure that none of the Seller's Subsidiaries engage in any activity which would compete with the Cable Business RoW as conducted on or immediately prior to the Closing Date in such geography as the Target Group Companies carry out the Cable Business RoW at Closing. The sale of certain products set forth in **Schedule 25.1** by Buyer NA and its Affiliates to customers outside the territory of the USA and Canada, shall in no event be considered a violation of the non-compete and non-solicitation obligation under this Section 25.

25.2 For a period of three years from the Closing Date, Seller shall refrain, and shall procure that Seller's Subsidiaries refrain, from soliciting, attempting to solicit or enticing away any person who, at the Closing Date, is a director, employee, client, customer or supplier of any Target Group Company or related to the Cable Business RoW. The Purchasers' right to demand refrainment (*Unterlassung*) remains unaffected by the Purchasers requesting or accepting a damage payment.

## **26. Non-Compete North America**

26.1 As part of the Cable Business NA Transaction, Seller has entered into the non-compete and non-solicitation covenant for the benefit of the Buyer NA attached hereto as **Schedule 26.1** (the "**NC Covenant NA**") and Seller has instructed the management of the Target Group Companies to comply with the NC Covenant NA. The Parties

acknowledge that nothing in this Agreement shall extend or increase the scope of the NC Covenant NA.

- 26.2 Per Seller's disclosure in Schedule 26.1, Purchasers became aware of the existence of the NC Covenant NA and that the Target Group Companies including their legal successors will have to further comply with the NC Covenant NA, until the respective end of the NC Covenant NA.

## 27. Parties' joint covenants

### 27.1 Settlement of Accounts Receivable

- 27.1.1 Purchasers will and will cause the Target Group Companies to take Reasonable Steps to collect the Accounts Receivables as per Closing ("**Closing Receivables**"). "**Reasonable Steps**" shall include at least three written (email sufficient) payment reminders to be sent (at least 30 days apart), and a phone call to each debtor of the respective Closing Receivables within one year after Closing.
- 27.1.2 If and to the extent Purchasers can prove that Reasonable Steps have been taken, Seller shall indemnify Purchasers or at Purchasers' discretion, the respective Target Group Company for any amount by which the Closing Receivables collected within one year after Closing fall short of the Closing Receivables minus reserves on receivables as set forth in Schedule 10.1 as per Closing ("**Net-Closing Receivables**") (the non-collected Net-Receivables, in the following the "**Bad Debt Receivables**"), subject to a respective request by Purchasers to Seller within 15 months as of Closing.
- 27.1.3 At Seller's request, Purchasers shall and shall cause the respective Target Group Company to assign all or individual Bad Debt Receivables to Seller or any entity designated by Seller free of charge.
- 27.1.4 If and to the extent Purchasers or the Target Group Companies can collect an amount exceeding the Net-Closing Receivables, Purchasers shall or shall cause the respective Target Group Company to pay such exceeding amount to Seller.

### 27.2 Settlement of Accounts Payables

If and to the extent Purchasers can prove that the Accounts Payables under the final and binding Closing Date Accounts (the "**Closing Date Accounts Payable**") have been understated, Seller shall indemnify Purchasers or at Purchasers' discretion, the respective Target Group Company for 100% of any understated amount. To assess whether the Closing Date Accounts Payable were understated, Purchasers shall reassess the Closing State Accounts Payable twelve months after the Closing Date and shall inform Seller about any understatements in writing (email sufficient) the latest within 15 months after the Closing Date (the "**Understatement Notice**") and provide any supporting evidence. Seller shall pay the understated amount within 15 days following receipt of the Understatement Notice unless Seller objects to the Understatement Notice in writing. In case Seller objects to the Understatement Notice, Sections 10.4.4 through 10.4.9 shall apply *mutatis mutandis*.

### **27.3 Transition Services Agreement**

Prior to or on the Closing Date the Parties shall enter into the Transition Services Agreement.

### **27.4 AMR filing**

Seller and Purchasers shall co-operate fully in all actions necessary to procure that the duly completed application forms to AMR for the transfer of Sold Equity RFS China are filed as soon as reasonably practicable after the signing of the Equity Transfer Agreement, and shall use best endeavors to ensure that the AMR filing is completed in accordance with the terms of this Agreement and the Equity Transfer Agreement as soon as reasonably practicable thereafter.

## **28. Representations and covenants by Purchasers**

### **28.1 Representations by Purchasers**

Purchasers hereby guarantee to Seller by way of an independent guarantee in accordance with section 311 para. 1 BGB (*selbständiges Garantieverprechen*) that the statements set forth hereinafter are true and correct as per the Signing Date (all guarantees made in this Section 28.1 hereinafter the "**Purchasers Guarantees**"). The Purchasers Guarantees shall neither constitute a quality agreement within the meaning of section 434 para. 2 BGB (*Beschaffensvereinbarung*), nor shall they be construed as a guarantee within the meaning of section 443, section 444 BGB (*Garantie für die Beschaffenheit der Sache*), and the scope and content of each Seller's Guarantee shall be exclusively defined by the provisions of this Agreement:

#### **28.1.1 Legal existence of Purchaser 1**

Purchaser 1 is a listed company duly organized and validly existing under the Laws of the Federal Republic of Germany. Purchaser 1 is not, and will not be as a consequence of its entry into this Agreement and the consummation of the Transaction in violation of any of the provisions of its articles or certificate of association, articles or certificate of incorporation, bylaws, or other comparable constituent documents.

#### **28.1.2 Legal existence of Purchaser 2**

Purchaser 2 is a listed company duly organized and validly existing under the Laws of People's Republic China. Purchaser 2 is not, and will not be as a consequence of its entry into this Agreement and the consummation of the Transaction in violation of any of the provisions of its articles or certificate of association, articles or certificate of incorporation, bylaws, or other comparable constituent documents.

#### **28.1.3 Legal capacity of Purchasers**

Purchasers have the full power and authority to enter into this Agreement and to perform all of its obligations under this Agreement. This Agreement constitutes the valid, legal and binding obligations of Purchasers, enforceable in accordance with their terms. There exist no limitations under applicable Law, the constituting documents of Purchasers, or any contracts by which Purchasers are bound, that would prevent Purchasers from entering into or performing its obligations under this Agreement. Except for a clearance

pursuant to the AWV, the merger control clearance as well as the internal approvals as set forth in Section 13.1, the execution and performance of this Agreement by Purchasers requires no approval or consent by any governmental authority or other regulatory body and does not violate any applicable law or decision by any court or governmental authority or other regulatory body binding.

#### **28.1.4 No suits or proceedings**

There are no suits or proceedings pending against Purchasers or any of their Affiliates before any court or administrative board, agency or commission which involve a claim by a governmental or regulatory authority, or by a third party, which would operate to hinder the consummation of the Transaction.

#### **28.1.5 No insolvency**

No winding-up, bankruptcy, insolvency or judicial composition proceedings concerning Purchasers have been initiated or applied for under any applicable law.

### **28.2 Remedies**

In the event of a breach of a Purchasers Guarantee, Purchasers shall as joint and several debtors (*gesamtschuldnerisch*) indemnify and hold harmless Seller upon first demand (*auf erstes Anfordern*) from and against any Losses suffered or incurred by the Seller or any of its Affiliates in connection with the breach of Purchasers Guarantees.

### **28.3 Covenants of Purchasers**

- 28.3.1 Purchasers shall not, and Purchasers shall instruct Target Group Companies not to, raise any claims against the managing director/s of the Target Group Companies arising out of or in connection with the tenure of position of the managing director/s as managing director/s of Group Companies except for claims which are based on a wilful (*vorsätzliche Pflichtverletzung*) or grossly negligent (*grob fahrlässige Pflichtverletzung*) violation of such person's duties.
- 28.3.2 Purchasers shall procure that the Target Group Companies will reasonably cooperate after the Closing Date with Seller as to any legal or regulatory requirements of Seller or their Affiliates in connection with Taxes, the preparation of financial statements, regulatory filings and other matters required or reasonably requested in connection with Seller's or Seller's Affiliates' obligations under applicable Laws and regulations, in particular regarding access to information and documents in the control of the Target Group Companies and relating to the period up to the Signing Date.
- 28.3.3 Purchasers shall and shall procure that the Target Group Companies will give Seller, Seller's Affiliates and their representatives access during normal business hours to the relevant books and records of Target Group Companies and any other relevant information to the extent reasonably required for Seller's accounting and Tax compliance purposes upon a receipt of a reasonable advance notice by Seller. Subject to Purchasers' written consent, which cannot be unreasonably withheld, Seller shall have the right to make copies of such books and records to the extent reasonably required.



- 28.3.4 Immediately after the Closing Date, Purchasers shall and shall cause the respective Target Group Companies to pass written shareholder and/or board resolution, as the case may be, resolving to grant discharge to the managing directors and/or board members, Jörn Schmidt and Wichard von Bredow for the term of their service, and provide a copy of such shareholder and/or board resolution to Seller.
- 28.3.5 Each Purchaser undertakes towards Seller as a contract to the benefit of a third party (*echter Vertrag zugunsten Dritter*) that it will furnish the Target Group Companies with sufficient cash or to take appropriate other measures that are required to avoid an insolvency of the Target Group Companies for a period of one year after the Closing Date. Furthermore, each Purchaser shall indemnify (*freistellen*) Seller and any of its Affiliates from any claims arising due to a failure to comply with sentence 1 of this Section 28.3.5.
- 28.3.6 Seller and Seller's Affiliates shall expressly be entitled to continue without limitation in time the use of the acronym "RFS" as part of Seller's corporate name RFS Holding GmbH and as part of Seller's Affiliates' names RFS BRASIL TELECOMUNICACOES LTDA, RFS INDIA TELECOM PRIVATE LIMITED, RFS RADIO FREQUENCY SYSTEMS (SHANGHAI) CO. LTD, and neither Purchasers nor any of their Affiliates shall oppose or take any legal action against Seller in this regard.

## **29. Foreign direct investment control**

### **29.1 Application for certificate of non-objection, application for FIRB Clearance**

- 29.1.1 Purchasers shall, without undue delay after the Signing Date, at the latest within 15 Business Days upon the Signing Date, submit a written application for the issuance of a certificate of non-objection (*Unbedenklichkeitsbescheinigung*) pursuant to section 58 AWW. Purchasers shall provide Seller with a complete copy of the application. The Parties shall faithfully cooperate in the preparation of the application and in the event of any queries by the BMWi in order to obtain the issuance of the clearance certificate in the shortest possible time.
- 29.1.2 The Parties shall closely cooperate with the BMWi in all possible negotiations in order to prevent a restriction of the transfer of the Sold Shares RFS. They shall immediately provide the other Party with copies of the correspondence with the BMWi and any written statements, orders or decisions issued by the BMWi.
- 29.1.3 Purchasers shall, without undue delay after the Signing Date, at the latest within 15 Business Days after the Signing Date, submit a written application for FIRB Clearance with respect to the acquisition of NewCo Australia and/or Target Group Companies by Purchasers to the Treasurer of the Commonwealth of Australia.
- 29.1.4 Seller shall submit, without undue delay after the Signing Date, at the latest within 15 Business Days after the Signing Date, a written application for FIRB Clearance with respect to the acquisition of the Assets Australia by NewCo Australia to the Treasurer of the Commonwealth of Australia.

- 29.1.5 The Parties shall cooperate in good faith to prepare the applications for FIRB Clearance required to be submitted under Sections 29.1.3 and 29.1.4, and the Parties shall also cooperate in good faith to provide relevant responses to any queries from the Treasurer of the Commonwealth of Australia in relation to the FIRB Clearance being sought.
- 29.1.6 The Parties shall closely cooperate with the Treasurer of the Commonwealth of Australia (or his representatives) in all possible negotiations in order to prevent a denial of FIRB Clearance or any Conditional FDI Decision. Each Party shall immediately provide the other Parties with copies of correspondence between that Party with the Treasurer of the Commonwealth of Australia (or his representatives) and any written statements, orders or decisions issued by the Treasurer of the Commonwealth of Australia (or his representatives) and received by that Party. Notwithstanding the above, any Party receiving such correspondence, statements, orders or decisions may redact from the document it provides to the other Party such information which it reasonably considers to be its confidential information and which is not directly relevant to the Transaction.

## 29.2 Release subject to conditions and obligations; prohibition of acquisition

- 29.2.1 If the issuance of
- 29.2.1.1 a certificate of non-objection (*Unbedenklichkeitsbescheinigung*) pursuant to section 58 AWW or the waiver of a prohibition of the sale of the Sold Shares RFS or the issuance of orders in this respect is made subject to conditions or requirements to be fulfilled by Purchasers or the Target Group Companies, or
- 29.2.1.2 the Treasurer of the Commonwealth of Australia gives written notice of a decision by the Commonwealth Government that either (i) the acquisition of the Assets Australia by NewCo Australia or (ii) the acquisition of NewCo Australia and/or Target Group Companies by Purchasers is subject to conditions, (each an "**Conditional FDI Decision**")
- (i) the Parties shall mutually discuss in good faith the possibilities to fulfil such conditions or requirements taking into account both Parties' interest, (ii) each Party subject to or affected by the conditions may provide details to the other Party demonstrating how undertaking to fulfil such conditions or requirements may have an adverse effect on its or its Affiliates' business or the Transaction itself or on the continuance of the Cable Business RoW, and (iii) the Parties shall implement further actions mutually agreed.
- 29.2.2 If and to the extent that the BMWi prohibits the sale of the Sold Share RFS Germany to Purchasers or issues orders in this respect, the Parties shall mutually discuss in good faith the possibilities of appropriate remedies and the possible outcome taking into account both Parties' interest and the impact on Purchasers or Purchasers' Affiliates, its business or the Transaction itself or on the continuance of the Cable Business RoW.
- 29.2.3 In the event the Commonwealth Government of Australia prohibits the acquisition of (i) the Assets Australia by NewCo Australia or (ii) NewCo Australia and/or Target Group Companies by Purchasers or issues orders in this respect, the Parties shall mutually and in good faith discuss possibilities

and use their best endeavours to close the Transaction excluding the prohibited part, including but not limited to by carving out the affected business from the Transaction or the Seller transferring NewCo Australia out of the Target Group and will also use reasonable endeavours to agree on a reduction of the Purchase Price or other adjustments to the terms of this Agreement affected by this decision as the Parties acknowledge that such a decision should not affect the overall completion of the Transaction excluding any Australian entity or asset. In order to implement this understanding and a completion without the Australian part of the Transaction, the Parties may agree to mutually waive the Closing Condition set forth in Section 13.1.2.

### **30. Joint and several liability of Purchasers**

Purchasers shall be jointly and severally (*gesamtschuldnerisch*) liable for any claims of Seller or Seller's Affiliates under or in connection with this Agreement including the Liability Assumption Agreement.

### **31. Confidentiality, public announcements**

#### **31.1 Confidentiality obligation**

The Parties undertake to treat all Confidential Information strictly confidential and to refrain from disclosing it to any third parties, unless such Confidential Information is or has already been

31.1.1 made public as required by law, court proceedings, regulatory authorities, stock exchange regulations, or governmental order, however, in any case provided that each Party shall inform the other Party, to the extent reasonably practicable, that such disclosure is required, and the Parties shall use their reasonable efforts to agree in good faith on the content of such disclosure prior to it being made; or

31.1.2 made part of the public domain as a result of acts by someone other than the Parties and through no fault or wrongful act of one of the Parties.

#### **31.2 Permitted disclosure**

31.2.1 A Party may disclose Confidential Information to its Affiliates and its or its Affiliates' directors, officers, employees and professional advisers (the "**Secondary Recipients**"), provided that such Secondary Recipients are – either on the basis of their employment or service Contracts, enforceable rules of conduct or individual confidentiality undertakings – subject to confidentiality obligations with respect to such Confidential Information equivalent in scope and nature to the confidentiality obligations of the Party hereunder.

31.2.2 Each Party which has disclosed Confidential Information to a Secondary Recipient shall be liable for the disclosure of such Confidential Information to any third party by such Secondary Recipient which is in violation of such Secondary Recipient's confidentiality obligations.

31.2.3 In addition, it is understood and agreed that the foregoing confidentiality undertaking shall not restrict the Parties from pursuing their rights and exercising their remedies under this Agreement.

### 31.3 Public announcements

Neither Party will issue any statement or communication to the public or press regarding the Transaction without the prior written consent of the other Parties. Notwithstanding the foregoing, nothing in this Agreement shall restrict or prohibit any announcement or disclosure required by applicable Law by any competent judicial or regulatory authority or any competent securities exchange (in which case the Parties shall endeavor in good faith to agree on the content of any such announcement or disclosure prior to its issuance).

### 32. Notices

All notices and other communications in connection with this Agreement shall be in the English language (provided, however, that the Parties shall be entitled to submit written evidence in the original language), and in writing delivered by hand, registered post or by courier using an internationally recognized courier company or email to the following addresses:

If to Seller:

- **RFS Holding GmbH**  
Attn: General Counsel Jörn Schmidt  
Address: Kabelkamp 20, 30179 Hannover, Germany  
Email: Joern.Schmidt@rfsworld.com

with a copy (which shall not constitute notice) to:

- **Bird & Bird LLP**  
Attn: Stephan Kübler  
Address: Maximiliansplatz 22, 80333 Munich, Germany  
Email: stephan.kuebler@twobirds.com

If to Purchasers to:

- **Yangtze Optical Fibre and Cable Joint Stock Limited Company**  
Attn: Liang Fei  
Address: #65 Chuangye Street of Optics Valley, East Lake High-tech Development Zone, Wuhan, China  
Email: liangfei@yofc.com

with a copy (which shall not constitute notice) to:

- **Taylor Wessing Partnerschaftsgesellschaft mbB**  
Attn: Dr. Philip Cavailles  
Address: Isartorplatz 8, 80331 Munich, Germany  
Email: p.cavailles@taylorwessing.com

or to such other recipients or addresses which may be notified by any Party to the other Parties in the future in writing.

### **33. Costs and expenses**

- 33.1.1 All costs, including fees, expenses and charges, in connection with the preparation, negotiation, execution and consummation of this Agreement or the Transaction, including the fees and expenses of professional advisors, shall be borne by the Party commissioning such costs unless otherwise stated in this Agreement. The costs for notarization of this Agreement, the costs of the Escrow Account and the Escrow Agent as well as all fees of merger control authorities shall be borne by Purchaser 2. Any transfer taxes (including stamp duties) should be borne by the applicable party as stipulated per applicable law.
- 33.1.2 To the extent that any transaction contemplated hereunder shall lead to any Tax reporting obligation concerning capital gain taxation to be undertaken in any jurisdictions, Seller is the sole party responsible for such reporting and shall bear all the cost pertaining to such reporting.
- 33.1.3 To the extent that any transaction contemplated hereunder shall lead to Taxes on capital gains payable to any Tax Authority (including capital gain tax, if any, in connection with the indirect transfer of any underlying assets held by Target Group outside Germany), no gross up of Taxes shall be required.
- 33.1.4 If Purchasers are required by Law to withhold an amount of Tax on capital gains arising from this Agreement or any transaction contemplated hereunder, Purchasers shall withhold such amount from the Overall Payable payable to Seller and remit such amount to the relevant Tax Authority at the time the Overall Payable is payable to Seller.

### **34. Miscellaneous**

#### **34.1 Schedules**

All Schedules to this Agreement constitute an integral part of this Agreement. In the case of a conflict between any Schedule and the provisions of this Agreement, the provisions of this Agreement shall prevail; provided, however, that in case of a conflict between the provisions of this Agreement and any IP Agreement, then the provisions of such IP Agreement shall prevail.

#### **34.2 Entire agreement**

This Agreement (including the Schedules) shall comprise the entire agreement between the Parties concerning the subject matter hereof and shall supersede and replace all prior oral and written declarations of intention made by the Parties in respect thereof.

#### **34.3 Amendments/waivers**

Any amendments, modifications or termination of this Agreement (including amendments to this Section 34.3) shall be valid only if made in writing, unless a stricter form is required by mandatory Law. Any waiver, permit, consent and approval under the Agreement must be made expressly and in writing.

### 34.4 Set-off and retention rights

Unless otherwise provided for in the Agreement, no Party shall be entitled to a right of set-off (*Aufrechnung*) or retention (*Zurückbehaltung*) with respect to any rights or claims under the Agreement, unless the right or claim of the relevant Party has been acknowledged in text-form by the respective other Parties or has been confirmed by a final decision of a competent arbitration court.

### 34.5 Interpretation/language

- 34.5.1 The Parties agree that they have been represented by professional advisers during the negotiation and execution of this Agreement and, therefore, waive the application of any Law, regulation, holding or rule of construction providing that ambiguities in an agreement or other document will be construed against the party drafting such agreement or document.
- 34.5.2 If provisions in this Agreement include English terms after which either in the same provision or elsewhere in this Agreement German terms have been inserted in brackets and/or italics, the respective German terms alone and not the English terms shall be authoritative for the interpretation of the respective provisions.
- 34.5.3 The headings in this Agreement are inserted for convenience only and shall not affect the interpretation of this Agreement.
- 34.5.4 Except as set forth otherwise, all references to "Section", or "Schedule" refer to the corresponding Section, or Schedule of this Agreement.
- 34.5.5 All words used in this Agreement will be construed to be of such gender or number as the circumstances require.
- 34.5.6 The words "includes", "including", "in particular" or synonymous words shall not limit the preceding words or terms and the respective enumeration shall be conceived as exemplary and not as exclusive or exhaustive.

### 34.6 Default Interest

If a Party fails to pay any sum payable under this Agreement on the due date for payment, it shall be in default (*Verzug*) of such payment obligation from the due date, without any further notice of the other party being required. Interest – or if the unpaid amount relates to interest lump sum damages (*Schadenersatz*) – shall accrue on the unpaid amount at the Default Rate for the period from and including the due date up to, but not including, the date payment is received by the other Party (the "**Default Interest**"). Default Interest will accrue from day to day on the basis of the actual number of days elapsed and a 360-day year (365/360).

### 34.7 Assignment

Without the prior written consent of the other Parties, no Party shall be entitled to assign any rights or claims under this Agreement unless and to the extent assigned to any financing provider, banks or Affiliates of Purchasers. Notwithstanding anything to the contrary contained in this Agreement, no Party is entitled to assign, in whole or in part, any of their rights or obligations under any IP Agreement to any Person (including any Affiliate), except to the extent set forth in, and as permitted by, the IP Agreements.

### **34.8 Governing Law**

This Agreement shall be governed by, and be construed in accordance with, the Laws of the Federal Republic of Germany, without regard to principles of conflicts of Laws. The Parties expressly agree that the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply to this Agreement.

### **34.9 Disputes**

34.9.1 With respect to all disputes arising out of or in connection with this Agreement or its breach, termination or validity, mediation proceedings shall be conducted pursuant to the Mediation Rules of the German Institution of Arbitration (DIS).

34.9.2 Upon termination of the mediation proceedings, all disputes arising in connection with this Agreement or its breach, termination or validity shall be resolved and finally settled in accordance with the Arbitration Rules of the German Institution of Arbitration e.V. (DIS) without recourse to the ordinary courts of law. The place of arbitration shall be Munich. The arbitral tribunal shall consist of three arbitrators. All arbitrators shall be qualified to be a judge in Germany (*Volljurist*). The language of the arbitral proceedings shall be English, it being understood that written evidence may also be provided in the original language. The applicable substantive law shall be the law as set out under Section 34.8 above.

### **34.10 Severability**

In the event that, for whatever reason, any provision hereof is ineffective, unlawful or impracticable, any such ineffectiveness, unlawfulness or impracticability shall not affect the remaining provisions hereof. Any such ineffective, unlawful or impracticable provision shall be replaced by an effective, lawful and practicable provision corresponding to the economic interests of the Parties. The same shall apply if any provision of this Agreement is invalid due to a scope of a time period or if this Agreement contains a contractual gap (*Vertragslücke*). The Parties are aware of the case law of the Federal Court of Justice (*Bundesgerichtshof*) according to which a severability clause merely inverses the burden of proof. It is the explicit intention of the Parties to maintain the validity of all other provisions under all circumstances and, therefore, to waive section 139 BGB in its entirety.

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To the extent that reference is made to Schedules, this relates to Schedules notarised in Deed number H 3260 / 2023 of the notary Sebastian Herrler, dated 31 July and 01 August 2023 (the “**Reference Deed**”). Reference is herewith made to the Reference Deed, which was available for inspection during today's notarisation. The notary instructed the persons appearing about the legal consequences of the reference. The persons appearing declared that they were familiar with the contents of the Reference Deed, and they approved of all declarations made in the Reference Deed on behalf of the Parties by Mr. Carsten Goldbach, as representative without authority. After having been instructed by the notary, they waived the Reference Deed being read aloud and officially issued with this Deed.

The Table of Contents, the Table of defined terms and the Table of Schedules are attached for information purposes only.

**This deed was read aloud to the persons appearing,  
approved by them and signed by them and the acting notary  
in their own hands as follows:**

*Alpha Kurb*

*Ch. Powell's*

*Fritk King*

*AMU*

*NSI*





**Vollmacht**

**Power of Attorney**

Die Unterzeichnende

The undersigned

**RFS Holding GmbH**

Eine deutsche Gesellschaft mit beschränkter Haftung mit Geschäftsanschrift Kabelkamp 20, 30179 Hannover, eingetragen im Handelsregister des Amtsgerichts Hannover unter HRB 207293,

a German limited liability company with registered address at Kabelkamp 20, 30179 Hannover, Germany, registered with the commercial register at the lower court of Hannover under HRB 207293,

- die "**Vollmachtgeberin**" -

- the "**Principal**" -

vertreten durch ihre gesamtvertretungsberechtigten Geschäftsführer

represented by its managing directors with joint power of representation

**Jörn Schmidt**

und / and

**Wichard von Bredow**

bevollmächtigt hiermit

hereby grants a power of attorney to

die Rechtsanwälte

the attorneys-at-law

**Stefan Münch  
Stephan Kübler  
Michael Gaßner  
Andrea Schlote  
Christina Lorenz  
Janine Lanfermann-Schmid  
Louisa Graf  
Marina Dolina  
Kilian Hummel  
Tatjana Beck**

geschäftsansässig bei

whose registered office is at

c/o Bird & Bird LLP  
Maximiliansplatz 22  
80333 München/Munich  
Deutschland/Germany

- die "**Bevollmächtigten**" -

- the "**Attorneys-in-fact**" -

und zwar jeden von ihnen einzeln und unter Freistellung von der persönlichen Haftung, die Vollmachtgeberin in jeder Hinsicht im Zusammenhang mit der Veräußerung und/oder der Abtretung seines Geschäfts bzgl. (a) der Entwicklung, der Herstellung und des Verkaufs bestimmter Kabelprodukte und (b) des Weiterverkaufs bestimmter Kabelprodukte von Dritten, jeweils außerhalb der Vereinigten Staaten und Kanadas, einschließlich

each singly and under indemnity from any personal liability, to represent the Principal in all respects with regard to the sale and/or assignment of its business of (a) the development, manufacture and sale of certain cable business products and (b) the resale of certain third party cable products, in each case outside of the United States and Canada, including some or all shares in one, several or all of the following companies

- (i) einiger oder aller Anteile an der **Radio Frequency Systems GmbH** mit Geschäftsanschrift Kabelkamp 20, 30179 Hannover, Deutschland, und eingetragen im Handelsregister des Amtsgerichts Hannover unter der Registernummer HRB 52392 ("**RFS Germany**"),
  - (ii) einiger oder aller Anteile an der **Radio Frequency Systems (Suzhou) Co. Ltd.** eine chinesische Gesellschaft mit beschränkter Haftung mit Geschäftsanschrift No. 8 Xinting Road, Suzhou High-Tech Industrial Development Zone, Volksrepublik China, eingetragen bei dem chinesischen Unternehmensregister unter der Nummer 91320505MA1MCW8Y05 ("**RFS China**" und gemeinsam mit RFS Germany, die "**Zielgesellschaften**"),
  - (iii) sowie bestimmter Vermögenswerte, Verträge und Mitarbeiter, die direkt oder indirekt veräußert und übertragen werden sollen,
- (i) some or all shares in **Radio Frequency Systems GmbH** with its business address at Kabelkamp 20, 30179 Hannover, Germany, registered with the commercial register of the local court of Hannover under registration number HRB 52392 (the "**RFS Germany**"),
  - (ii) some or all shares in **Radio Frequency Systems (Suzhou) Co. Ltd.** a Chinese limited liability company, with registered address at No. 8 Xinting Road, Suzhou High-Tech Industrial Development Zone, People's Republic of China, registered with the Chinese company register under unified social credit code 91320505MA1MCW8Y05 ("**RFS China**" and jointly with **RFS Germany** the "**Target Companies**"),
  - (iii) and certain assets, contracts and employees to be sold and transferred directly or indirectly,

zu vertreten und in diesem Rahmen (die "**Transaktion**") insbesondere folgende Erklärungen, Handlungen oder Rechtsgeschäfte abzugeben, zu empfangen und/oder vorzunehmen:

and in such context (the "**Transaction**") to make, receive an/or undertake in particular, but not limited to, the following declarations, actions, or legal transactions:

- 1. Abschluss, Ausführung, Vollzug und/oder Änderung sowie Kündigung oder Aufhebung eines Kauf- und/oder abtretungsvertrages hinsichtlich der Veräußerung einzelner oder sämtlicher Geschäftsanteile an den Zielgesellschaften und/oder Vermögenswerten, Verträgen
- 1. the conclusion, execution, consummation and/or amendment as well as termination or cancellation of or withdrawal from a purchase and/or transfer agreement regarding the sale of some or all shares in the Target Companies and/or of certain assets, contracts and/or employees with the

- |  |   |
|--|---|
| <p>und/oder Mitarbeiter mit der Vollmachtgeberin als Verkäuferin und Überträgerin (das "SAPA") oder Rücktritt davon;</p>   | <p>Principal as seller and transferor (the "SAPA");</p>   |
| <p>2. Abschluss, Ausführung und/oder Änderung sowie Kündigung, Aufhebung oder Rücktritt von sämtlichen Anlagen und/oder Nebenvereinbarungen zum SAPA sowie sämtlicher mit der Transaktion zusammenhängender Verträge;</p>  | <p>2. the conclusion, execution and/or amendment as well as termination or cancellation of or withdrawal from all annexes, schedules and ancillary agreements to the SAPA as well as any agreements in connection with the Transaction;</p>   |
| <p>3. Vornahme sämtlicher Handlungen und Maßnahmen und Abgabe und Entgegennahme jeglicher Erklärungen zum Zwecke der oder erforderlich für die Umsetzung und den Vollzug des SAPA einschließlich seiner Anlagen oder der Nebenvereinbarungen (einschließlich der Ausübung von Verzichts- und Zustimmungserklärungen etc.);</p>   | <p>3. the undertaking of any action or measure and making and receiving of any declaration for the purpose of or required to implement and consummate the SAPA, including its respective exhibits, annexes and schedules or other related agreements (including the exercise of waiver and approval declarations etc.);</p>   |
| <p>4. Teilnahme an Gesellschafterversammlungen der Zielgesellschaften und Ausübung sämtlicher Gesellschafterrechte, einschließlich der Abgabe und Entgegennahme von Zustimmungs- oder Verzichtserklärungen und der Ausübung des Stimmrechts, insbesondere bei Beschlüssen über, u.a., die Bestellung oder Abberufung von Geschäftsführern und Prokuristen der Zielgesellschaften, Vorgänge nach dem Umwandlungsgesetz, Kapitalmaßnahmen jeglicher Art und bei allen sonstigen Beschlüssen jeglicher Art der Gesellschafterversammlung; und</p> | <p>4. participating in shareholders' meetings of the Target Companies and the exercise of any kind of shareholder rights, including making and receiving waivers and consents and exercising voting rights, with respect to resolutions on, inter alia, the appointment or removal of managing directors and registered signatories of the Target Companies, measures and actions pursuant to the German Transformation Act, any kind of capital measures and actions and all other kinds of resolutions; and</p> |
| <p>5. die Durchführung von Gesellschafterversammlungen und die Fassung von Beschlüssen, die notwendig oder förderlich für den Vollzug der Transaktion sind.</p>  | <p>5. the exercise of meetings of the shareholders and the passing of shareholders' resolutions which are necessary or beneficial for the Transaction.</p>  |

Die Bevollmächtigten sind ferner ermächtigt, alles im Namen der Vollmachtgeberin zu tun, was zur Durchführung der oben genannten Ziele erforderlich oder förderlich ist unter Einschluss der Vollziehung von sämtlichen Urkunden und der Abgabe jeder Art von Anzeigen sowie der Erklärung von Verzichten. Im Zweifel soll diese Vollmacht umfassend gelten, um den Zweck ihrer

The Attorneys-in-fact are furthermore authorized to do in the Principal's name and on its behalf everything which is necessary or beneficial for the above purpose, in particular to execute all required deeds and to make all necessary notifications and declare waivers. In case of doubt, this power of attorney shall

Erteilung zu verwirklichen und ist weit auszulegen.

have extensive effect to realize the purpose of its granting and shall be construed broadly.

Die Bevollmächtigten sind ausdrücklich vom dem Verbot der Mehrfachvertretung nach § 181 Alt. 2 BGB befreit. Sie sind befugt Untervollmachten unter Einschluss der Befreiung vom Verbot der Mehrfachvertretung nach § 181 Alt. 2 BGB zu erteilen.

The Attorneys-in-fact are expressly exempted from the prohibition of multiple representation imposed by § 181 Alt. 2 German Civil Code. They may delegate this power of attorney, also under exemption from the prohibition of multiple representation imposed by § 181 Alt. 2 German Civil Code.

Von dieser Vollmacht kann mehrmals Gebrauch gemacht werden, auch zum Zwecke der Änderung, Ergänzung oder Aufhebung von Erklärungen, die bereits unter dieser Vollmacht abgegeben wurden. Alle bereits von den Bevollmächtigten getroffenen Maßnahmen werden hiermit genehmigt.

This power of attorney can be used multiple times, also for amending, supplementing or cancelling declarations or statements already made or given under this power of attorney. All measures already taken by the Attorneys-in-fact are herewith approved.

Soweit rechtlich zulässig, ist jeder Bevollmächtigte von jeglicher persönlichen Haftung, die aus oder im Zusammenhang mit dem Gebrauch dieser Vollmacht entstehen kann, befreit.

To the extent legally possible, each Attorneys-in-fact is exempted from any personal liability that may arise from or in connection with the use of this power of attorney.

Die Vollmacht unterliegt deutschem Recht und ist befristet bis zum **31. Dezember 2023**.

This power of attorney shall be governed by Germany law and shall be valid until **31 December 2023**.

Allein die deutsche Fassung dieser Vollmacht ist maßgeblich.

The German version of this power of attorney shall prevail.

Soweit eine Bestimmung dieser Vollmacht unwirksam ist, berührt dies nicht die Wirksamkeit der übrigen Bestimmungen.

Insofar as any provision of this power of attorney is ineffective, this shall not affect the validity of the remaining provisions.

München, 27.07.2023

Ort/place, Datum/date



Jörn Schmidt für/on behalf of  
RFS Holding GmbH

Berg, 24.07.2023

Ort/place, Datum/date



Wichard von Bredow für/on behalf of  
RFS Holding GmbH

CONVENIENCE TRANSLATION

**Vollmacht**

Die gatus 267. GmbH (zukünftig firmierend unter YOFC International (Germany) GmbH) mit dem Sitz in Hannover, eingetragen im Handelsregister des Amtsgerichts Hamburg unter HRB 181647 mit Geschäftssitz in c/o Taylor Wessing Isartoplatz 8, 80331 München (nachfolgend der "**Vollmachtgeber**") bevollmächtigt hiermit

**Power of Attorney**

The gatus 267. GmbH (in future: YOFC International (Germany GmbH) with its seat in Hannover, registered with the commercial register at the local court (*Amtsgericht*) Hamburg under HRB 181647 with its business address in c/o Taylor Wessing Isartoplatz 8, 80331 München (hereinafter the "**Principal**") authorises

**Dr. Philip Cavallès**

**Dr. Peter Hellich**

**Dr. Daniel Schrembs**

**Fritz Krings**

**Nora Safa**

**Henrik Grawe**

**Inken Brandt**

**alle geschäftsansässig:**

**all with business address at:**

**c/o TaylorWessing Partnerschaftsgesellschaft mbB**

**Isartoplatz 8,**

**80331 München / Munich**

**Deutschland / Germany**

(nachfolgend die "**Bevollmächtigten**")  
und zwar jeden von ihnen jeweils einzeln,

(hereinafter the "**Authorized Persons**") with  
the right for each of them to act individually,

den Vollmachtgeberin in jeder Weise im Zusammenhang mit dem Erwerb von Geschäftsanteilen an (i) der Radio Frequency Systems GmbH, eingetragen im Handelsregister des Amtsgerichts Hannover unter HRB 52392 und an (ii) der Radio Frequency Systems (Suzhou) Co. Ltd., eingetragen im Chinesischen Unternehmensregister und USC-Nr. 91320505MA1MCW8Y05, jeweils samt ihrer Beteiligungen in etwaigen

to represent the Principal, also before a notary public, in any way whatsoever in connection with the acquisition of shares in (i) Radio Frequency Systems GmbH, registered with the commercial register of the local court of Hanover under HRB 52392 and (ii) Radio Frequency Systems (Suzhou) Co. Ltd., registered with the Chinese Company register under USC code 91320505MA1MCW8Y05, in each case

Tochtergesellschaften (zusammen die "Gesellschaften"), auch vor einem Notar, zu vertreten,

including their participations in their subsidiaries (altogether, the "Companies").

(der "Vollmachtsgegenstand").

(the "Scope of Representation").

Dies umfasst insbesondere, aber nicht abschließend:

This extends in particular, but not limited to:

1. die Verhandlung, den Abschluss und die Durchführung von Kauf- und / oder Abtretungsverträgen über Geschäftsanteile an den Gesellschaften, Schuldübernahmen, Verträge über die Übertragung und/oder Lizenzierung von gewerblichen Schutzrechte, sowie sämtliche damit zusammenhängende Maßnahmen und Rechtshandlungen;
  2. die Verhandlung, den Abschluss und die Durchführung von sämtlichen Verträgen im Zusammenhang mit dem Vollmachtsgegenstand, insbesondere aber nicht abschließend von Verträgen hinsichtlich des Erwerbs von Vermögensgegenständen der RFS Holding GmbH, eingetragen im Handelsregister des Amtsgerichts Hannover unter HRB 207293 oder der mit ihr verbundenen Unternehmen im Sinne des § 15 AktG, sowie sämtliche damit zusammenhängende Maßnahmen und Rechtshandlungen;
  3. die Durchführung von sämtlichen Maßnahmen und Rechtshandlungen, die für die Erreichung des Zwecks der Vollmacht notwendig oder sinnvoll sind, einschließlich, aber nicht ausschließlich, die Unterzeichnung aller Vereinbarungen und aller damit zusammenhängender Dokumente, Anlagen, Annexe, Nebenvereinbarungen, sowie der Empfang und die Annahme dieser; und
  4. die Abgabe und Entgegennahme von sämtlichen Erklärungen, Bewilligungen
1. the negotiation, conclusion and completion of purchase and / or transfer agreements' regarding shares in the Companies, debt assumptions, agreements relating to assignment and/or licensing of intellectual property, as well as all related measures and legal acts;
  2. the negotiation, conclusion and completion of any agreements in connection with the the Scope-of-Representation, in particular, but not limited, to any agreements in relation to the acquisition of assets of RFS Holding GmbH, registered with the commercial register of the local court of Hanover under HRB 207293 or with any affiliated companies within the meaning of para. 15 German Stock Corporation Act, as well as all related measures and legal acts;
  3. taking all actions and legal acts necessary or expedient to achieve the purpose of this power of attorney, including, without limitation, the signing of all agreements and all related documents, attachments, annexes, ancillary agreements, and the receipt and acceptance thereof; and
  4. the issuance and receipt of all declarations, approvals and applications,

und Anträgen, insbesondere, aber nicht abschließend, gegenüber Behörden

in particular, but not limited to, vis-à-vis authorities.

Die Bevollmächtigten sind ferner berechtigt, alle Erklärungen und Anmeldungen gegenüber Registerstellen oder vergleichbaren Behörden sowie allen sonstigen Behörden, Gerichten und dritten Parteien in jeglicher Form zu unterzeichnen, abzugeben und entgegenzunehmen.

The Authorised Persons are also authorized to sign, make and receive all declarations and applications vis-à-vis the public registries or comparable institutions as well as all other authorities, courts and other third parties in any form.

Die Bevollmächtigten gehen keinerlei persönliche Verpflichtungen im Zusammenhang mit Handlungen ein, die im Rahmen dieser Vollmacht erfolgen.

The Authorised Persons shall not incur any personal liability in connection with any actions taken under this power of attorney.

Die Vollmachtgeberin wird jeden Bevollmächtigten sowie Taylor Wessing Partnerschaftsgesellschaft mbB für sämtliche Kosten entschädigen und von sämtlichen Kosten bzw. Auslagen, Ansprüchen und Haftungen freistellen und schadlos halten (einschließlich etwaiger Rechtsverteidigungskosten), die dem Bevollmächtigten oder Taylor Wessing Partnerschaftsgesellschaft mbB im Zusammenhang mit der Ausübung von Rechten entstehen, die dem Bevollmächtigten durch diese Vollmacht tatsächlich oder dem Anschein nach übertragen wurden, es sei denn, der Bevollmächtigte hat grob fahrlässig oder vorsätzlich zum Nachteil des Vollmachtgebers gehandelt.

The Principal shall indemnify and keep indemnified each Authorised Person and Taylor Wessing Partnerschaftsgesellschaft mbB against any and all costs, claims, liabilities and expenses (including, but not limited to, payment of all legal costs) that may be incurred by the Authorised Person or Taylor Wessing Partnerschaftsgesellschaft mbB in connection with the exercise of any powers conferred or purported to be conferred on the Authorised Person by this power of attorney unless the Authorised Person has acted with gross negligence or wilful misconduct to the detriment of the Principal.

Die Vollmachtgeberin verpflichtet sich hiermit, alle Handlungen zu genehmigen und zu bestätigen, die die Bevollmächtigten im Rahmen ihrer Beauftragung vornehmen, und verpflichtet sich, die Bevollmächtigten von allen Ansprüchen freizustellen, die infolge eines Handelns im Rahmen dieser Vollmacht entstehen oder drohen, Vorsatz und grobe Fahrlässigkeit ausgenommen.

The Principal hereby undertakes to approve and confirm all acts carried out by the Authorised Persons within the scope of their appointment and to indemnify and hold harmless the Authorised Persons from all claims arising or impending as a result of an act within the scope of this power of attorney save in respect of any matter resulting from deliberate acts or gross negligence.

Der Bestand und die Auslegung dieser Vollmacht richten sich nach dem Recht der Bundesrepublik Deutschland.

The existence and interpretation of this Power of Attorney conforms to the laws of the Federal Republic of Germany.

Im Zweifel soll diese Vollmacht umfassend ausgelegt werden, um den Zweck ihrer Erteilung zu verwirklichen.

In case of doubt, this power of attorney shall be interpreted extensively to realize the purpose of its granting.

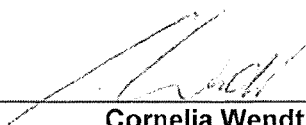
Der englische Wortlaut dieser Vollmacht ist maßgeblich. Der deutsche Wortlaut dient lediglich zu Informationszwecken.

The English wording of this power of attorney is decisive. The German wording is for information purposes only.

\*\*\*

Berlin, 24 Juli/July 2023

Ort/Datum / Place/Date



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**Cornelia Wendt**

handelnd für / acting on behalf of

**gatus 267. GmbH (zukünftig firmierend unter YOFC International (Germany) GmbH)**

\*\*\*\*\*



Urkundenverzeichnis-Nr. 2023/HI/273 des  
Notars Jan-Peter Heyer, Berlin

Hiermit beglaubige ich die vorstehende, vor mir vollzogene Unterschrift

der Frau Cornelia Wendt, geboren am 23. November 1966, geschäftsmässig Am Zirkus 2, 10117 Berlin, ausgewiesen durch amtlichen Lichtbildausweis.

Ich habe das Mitwirkungsverbot nach § 3 Abs. 1 Nr. 7 BeurkG erläutert. Meine Frage, ob eine Vorbefassung im Sinne dieser Vorschrift vorliege, wurde verneint.

Zugleich bescheinige ich gem. § 21 BNotO aufgrund der Einsichtnahme in das elektronische Handelsregister des Amtsgerichts Hamburg vom 24. Juli 2023, HRB 181647, dass dort die gatus 267. GmbH mit dem Sitz in Hamburg eingetragen ist und durch ihre alleinvertretungsberechtigte und von den Beschränkungen des § 181 BGB befreite Geschäftsführerin Frau Cornelia Wendt ordnungsgemäß vertreten wird.

Deed register no. 2023/HI/273 of the notary Jan-Peter Heyer, Berlin

I herewith certify that the signature on the attached document of

Mrs. Cornelia Wendt, born on 23<sup>rd</sup> November 1966, with business address at Am Zirkus 2, 10117 Berlin, was made by her in my presence and identified himself by submitting her identity card.

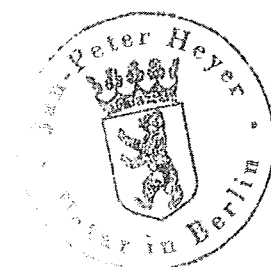
The notary explained the prohibition of participation according to § 3 Abs. 1 Nr. 7 Beurkundungsgesetz. The appeared person denied the question of the notary of prior involvement.

At the same time I hereby certify acc. to § 21 BNotO on the basis of the inspection into the commercial register of the local court Hamburg dated 24 July 2023 that gatus 267. GmbH with its seat in Hamburg is registered under HR B 181647, and represented by the managing director Cornelia Wendt. Mrs Wendt is authorized to represent the company single handedly.

Berlin, den 24. Juli 2023 / 24 July 2023



Ezgi Basaran  
Notarvertreterin des Notars / Notary deputy of the Notary  
Jan-Peter Heyer



## VOLLMACHT

## POWER OF ATTORNEY

Die Gesellschaft mit der Firma Yangtze Optical Fibre and Cable Joint Stock Limited Company, eine nach dem Recht der Volksrepublik China, gegründete und bestehende Gesellschaft, eingetragen im chinesischen Unternehmensregister unter Nr. 91420100616400352X, mit Geschäftssitz in #65 Chuangye Street of Optics Valley, East Lake High-tech Development Zone, Wuhan

The company with business name Yangtze Optical Fibre and Cable Joint Stock Limited Company, incorporated and existing under the laws of People's Republic of China, registered with the Chinese company register under unified social credit code 91420100616400352X, with its business seat at #65 Chuangye Street of Optics Valley, East Lake High-tech Development Zone, Wuhan,

(der "Vollmachtgeber")

(the "Principal")

wirksam vertreten durch ihren allein vertretungsberechtigten Direktor

duly represented by its director with sole power of representation

**Mr. Ma Jie**

bevollmächtigt und ermächtigt hiermit

hereby appoints and authorises

**Dr. Philip Cavallès, Rechtsanwalt  
Fritz Krings, Rechtsanwalt  
Henrik Grawe, Rechtsanwalt  
Inken Brandt, Rechtsanwältin**

alle geschäftsansässig

all with business address at

c/o Taylor Wessing Partnerschaftsgesellschaft mbB  
Isartorplatz 8,  
80331 München / Munich, Deutschland / Germany

(die "Bevollmächtigten")

(the "Authorised Persons")

und zwar jeden von ihnen einzeln,

with the right for each of them to act individually,

den Vollmachtgeber in jeder Weise im Zusammenhang mit dem Erwerb von Geschäftsanteilen an (i) der Radio Frequency Systems GmbH, eingetragen im Handelsregister des Amtsgerichts Hannover unter HRB 52392 und an (ii) der Radio Frequency Systems (Suzhou) Co. Ltd., eingetragen im Chinesischen Unternehmensregister und USC-Nr. 91320505MA1MCW8Y05, jeweils samt ihrer Beteiligungen in etwaigen Tochtergesellschaften (zusammen die "Gesellschaften"), auch vor einem Notar, zu vertreten,

to represent the Principal, also before a notary public, in any way whatsoever in connection with the acquisition of shares in (i) Radio Frequency Systems GmbH, registered with the commercial register of the local court of Hanover under HRB 52392 and (ii) Radio Frequency Systems (Suzhou) Co. Ltd., registered with the Chinese Company register under USC code 91320505MA1MCW8Y05, in each case including their participations in their subsidiaries (altogether, the "Companies").

(der "Vollmachtsgegenstand").

(the "Scope of Representation").

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Dies umfasst insbesondere, aber nicht abschließend:

This extends in particular, but not limited to:

1. die Verhandlung, den Abschluss und die Durchführung von Kauf- und / oder Abtretungsverträgen über Geschäftsanteile an den Gesellschaften, Schuldübernahmen, Verträge über die Übertragung und/oder Lizenzierung von gewerblichen Schutzrechte, sowie sämtliche damit zusammenhängende Maßnahmen und Rechtshandlungen;
  2. die Verhandlung, den Abschluss und die Durchführung von sämtlichen Verträgen im Zusammenhang mit dem Vollmachtsgegenstand, insbesondere aber nicht abschließend von Verträgen hinsichtlich des Erwerbs von Vermögensgegenständen der RFS Holding GmbH, eingetragen im Handelsregister des Amtsgerichts Hannover unter HRB 207293 oder der mit ihr verbundenen Unternehmen im Sinne des § 15 AktG, sowie sämtliche damit zusammenhängende Maßnahmen und Rechtshandlungen;
  3. die Durchführung von sämtlichen Maßnahmen und Rechtshandlungen, die für die Erreichung des Zwecks der Vollmacht notwendig oder sinnvoll sind, einschließlich, aber nicht ausschließlich, die Unterzeichnung aller Vereinbarungen und aller damit zusammenhängender Dokumente, Anlagen, Annexe, Nebenvereinbarungen, sowie der Empfang und die Annahme dieser; und
  4. die Abgabe und Entgegennahme von sämtlichen Erklärungen, Bewilligungen und Anträgen, insbesondere, aber nicht abschließend, gegenüber Behörden.
1. the negotiation, conclusion and completion of purchase and / or transfer agreements regarding shares in the Companies, debt assumptions, agreements relating to assignment and/or licensing of intellectual property, as well as all related measures and legal acts;
  2. the negotiation, conclusion and completion of any agreements in connection with the the Scope-of-Representation, in particular, but not limited, to any agreements in relation to the acquisition of assets of RFS Holding GmbH, registered with the commercial register of the local court of Hanover under HRB 207293 or with any affiliated companies within the meaning of para. 15 German Stock Corporation Act, as well as all related measures and legal acts;
  3. taking all actions and legal acts necessary or expedient to achieve the purpose of this power of attorney, including, without limitation, the signing of all agreements and all related documents, attachments, annexes, ancillary agreements, and the receipt and acceptance thereof; and
  4. the issuance and receipt of all declarations, approvals and applications, in particular, but not limited to, vis-à-vis authorities.

Die Bevollmächtigten sind ferner berechtigt, alle Erklärungen und Anmeldungen gegenüber Registerstellen oder vergleichbaren Behörden sowie allen sonstigen Behörden, Gerichten und dritten Parteien in jeglicher Form zu unterzeichnen, abzugeben und entgegenzunehmen.

The Authorised Persons are also authorized to sign, make and receive all declarations and applications vis-à-vis the public registries or comparable institutions as well as all other authorities, courts and other third parties in any form.

Die Bevollmächtigten gehen keinerlei persönliche Verpflichtungen im Zusammenhang mit Handlungen ein, die im Rahmen dieser Vollmacht erfolgen.

The Authorised Persons shall not incur any personal liability in connection with any actions taken under this power of attorney.

Der Vollmachtgeber wird jeden Bevollmächtigten sowie Taylor Wessing Partnerschaftsgesellschaft

The Principal shall indemnify and keep indemnified each Authorised Person and

mbB für sämtliche Kosten entschädigen und von sämtlichen Kosten bzw. Auslagen, Ansprüchen und Haftungen freistellen und schadlos halten (einschließlich etwaiger Rechtsverteidigungskosten), die dem Bevollmächtigten oder Taylor Wessing Partnerschaftsgesellschaft mbB im Zusammenhang mit der Ausübung von Rechten entstehen, die dem Bevollmächtigten durch diese Vollmacht tatsächlich oder dem Anschein nach übertragen wurden, es sei denn, der Bevollmächtigte hat grob fahrlässig oder vorsätzlich zum Nachteil des Vollmachtgebers gehandelt.

Der Vollmachtgeber verpflichtet sich hiermit, alle Handlungen zu genehmigen und zu bestätigen, die die Bevollmächtigten im Rahmen ihrer Beauftragung vornehmen, und verpflichtet sich, die Bevollmächtigten von allen Ansprüchen freizustellen, die infolge eines Handelns im Rahmen dieser Vollmacht entstehen oder drohen, Vorsatz und grobe Fahrlässigkeit ausgenommen.

Der Bestand und die Auslegung dieser Vollmacht richten sich nach dem Recht der Bundesrepublik Deutschland.

Im Zweifel soll diese Vollmacht umfassend ausgelegt werden, um den Zweck ihrer Erteilung zu verwirklichen.

Der englische Wortlaut dieser Vollmacht ist maßgeblich. Der deutsche Wortlaut dient lediglich zu Informationszwecken.

*[Unterschriftenseite folgt]*

Taylor Wessing Partnerschaftsgesellschaft mbB against any and all costs, claims, liabilities and expenses (including, but not limited to, payment of all legal costs) that may be incurred by the Authorised Person or Taylor Wessing Partnerschaftsgesellschaft mbB in connection with the exercise of any powers conferred or purported to be conferred on the Authorised Person by this power of attorney unless the Authorised Person has acted with gross negligence or wilful misconduct to the detriment of the Principal.

The Principal hereby undertakes to approve and confirm all acts carried out by the Authorised Persons within the scope of their appointment and to indemnify and hold harmless the Authorised Persons from all claims arising or impending as a result of an act within the scope of this power of attorney save in respect of any matter resulting from deliberate acts or gross negligence.

This power of attorney shall be subject to and construed in accordance with the laws of the Federal Republic of Germany.

In case of doubt, this power of attorney shall be interpreted extensively to realize the purpose of its granting.

The English wording of this power of attorney is decisive. The German wording is for information purposes only.

*[Signature page follows]*

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Wuhan, 20 Juli/July 2023

(Ort, Datum / Place, Date)

A handwritten signature in black ink, consisting of stylized Chinese characters, positioned above a horizontal line.

**Ma Jie**

handelnd für / acting on behalf of

**Yangtze Optical Fibre and Cable Joint Stock Limited Company**

## BOARD SECRETARY CERTIFICATE

Ich, der/die unterzeichnete

I, the undersigned

**Zheng Xin**

bestätige hiermit:

hereby certify:

**1. Rechtlicher Status**

**1. Legal Status**

dass ich ordnungsgemäß gewählter Board Secretary der folgenden Gesellschaft bin und als solcher handele:

that I am the duly elected Board Secretary of the following company and acting as such:

**Yangtze Optical Fibre and Cable Joint Stock Limited Company**

eine nach dem Recht der Volksrepublik China, gegründete und bestehende Gesellschaft, eingetragen im Chinesischen Unternehmensregister unter Nr. 91420100616400352X, und mit Geschäftssitz in

a company duly incorporated and existing under the laws of People's Republic of China, registered with the Chinese company register under unified social credit code 91420100616400352X and with its business seat

#65 Chuangye Street of Optics Valley, East Lake High-tech Development Zone,  
Wuhan, China

im Folgenden als die „Gesellschaft“ bezeichnet;

referred to hereinafter as the "Company";

**2. Existenz der Gesellschaft**

**2. Existence of the Company**

dass ich verantwortlich bin für die Aufsicht und Kontrolle über die Urkunden, Versammlungsprotokolle und Veröffentlichungen der Gesellschaft, aus denen sich ergibt, dass diese Gesellschaft ordnungsgemäß nach dem Recht von

that I am assigned to be in charge of the corporate documents, minutes of shareholder meetings and publications of the Company which show that this is a company duly incorporated under the laws of the

People's Republic of China

gegründet wurde, gegenwärtig rechtsgültig besteht und als solche von den zuständigen Behörden anerkannt ist;

that the Company exists legally and is fully recognized by the competent authorities;

**3. Vertretungsmacht**

**3. Power of representation**

dass

that

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**Herr/Mr. Ma Jie**

tatsächlich

actually is

Director

der Gesellschaft ist und er nach  
Durchsicht der Gründungsurkunde, der  
aktuellen Satzung, der Geschäftslizenz  
vom 17. Mai 2019 und seinem  
Bestellungsbeschluss sowie den  
Versammlungsprotokollen und  
Veröffentlichungen der Gesellschaft als  
solcher ermächtigt ist, diese einzeln zu  
vertreten;

of the Company and having analysed  
the incorporation deed, the articles of  
association, the business license dated  
17 May 2019 and his appointment  
resolution as well as the minutes of the  
shareholders' meeting and publications  
of the Company, he is as such legally  
authorized to solely represent the  
Company;

und insbesondere allein berechtigt ist  
und war, Vollmachten für die  
Gesellschaft rechtsverbindlich zu  
unterzeichnen.

and is and was in particular authorized  
to solely sign powers of attorney for the  
Company.

**4. Verschiedenes**

**4. Miscellaneous**

Im Zweifel gilt der deutsche Wortlaut  
dieses Board Secretary Certificate.

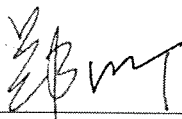
In case of doubt the German version of  
this Board Secretary Certificate shall  
prevail.

Zu Urkunde dessen habe ich diese  
Bestätigung als Board Secretary der  
Gesellschaft unterschrieben.

As confirmation, I have signed this  
certificate as Board Secretary of the  
Company.

Wuhan, 20 Juli/July 2023

(Ort/Place, Datum/Date)

  
\_\_\_\_\_  
**Zheng Xin**

Board Secretary der / of  
**Yangtze Optical Fibre and Cable Joint Stock Limited Company**