


THIS MASTER PURCHASE AGREEMENT is made on the [31] day of [12] 2024

BETWEEN:-

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- (1) **AEON STORES (HONG KONG) CO., LIMITED**, a company incorporated in Hong Kong, whose registered office is situated at G-4 Floor, Kornhill Plaza (South), 2 Kornhill Road, Hong Kong (the “Company”); and
 - (2) **AEON TOPVALU CO., LTD** a company incorporated in Japan, whose registered office is situated at 1-4 Nakase, Mihama-ku, Chiba-shi, Chiba, Japan (“ATV”);


The Company and ATV shall collectively be referred to hereunder as “Parties” and each of the Parties shall be referred to hereunder as a “Party”.

WHEREAS:-

- (A) ATV and the Company signed the Master Trademark Licence Agreement dated 31 December 2018 (and renewed on 30 June 2021) to govern the use of the TopValu Trademarks and the ancillary services stipulated therein.
- (B) The parties noticed that pursuant to the said Master Trademark Licence Agreement, while the Company is able to make direct purchases of the ATV Products from manufacturers and/or suppliers independent of ATV or the AEON group, the Company remains unable to make direct purchases from certain well established manufacturers or suppliers, especially those multinational corporations who have exclusive agents or distributors in different geographical areas.
- (C) Accordingly, the Company is desirous of purchasing the ATV Products (which the Company cannot otherwise purchase from the independent manufacturers or suppliers) from on the terms as set out in this Agreement.

IT IS HEREBY AGREED as follows:-

1. DEFINITIONS AND INTERPRETATION

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- 1.1 In this Agreement, the following terms shall, unless the context otherwise requires, have the following meanings:

“AEON Co.” means AEON Co., Ltd. a company incorporated in Japan with limited liabilities and the issued shares of which are listed on the Tokyo Stock Exchange.

“**Actual Costs**” means the actual costs of the ATV Products paid and/or payable by ATV to the manufacturers, factories and/or suppliers who are independent third parties from AEON Co., its subsidiaries and/or associates.

2.2

“**Agreement**” means this master agreement (as amended from time to time);

“**Annual Caps**” means the maximum aggregate amount payable by the Company to ATV on an annual basis in respect of this Agreement and the transactions contemplated hereunder;

2.3

“**ATV Products**” means the products which are developed as the private brand merchandises for AEON, its subsidiaries and associates and bear one or more TOPVALU Trademarks;

“**Hong Kong**” means the Hong Kong Special Administrative Region of the People’s Republic of China;

“**Listing Rules**” means the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited;

2.4

“**Merchandises**” means such ATV Products as ATV and the Company may mutually agree from time to time, to be supplied to the Company pursuant to the Purchase Contracts;

3.

“**Parties**” means the parties to this Agreement;

3.1

“**Purchase Contract**” means an agreement for the provision of Merchandises by the Supplier to the Purchaser to be entered into pursuant to Clause 2;

“**Stock Exchange**” means The Stock Exchange of Hong Kong Limited; and

“**subsidiary**” shall have the same meaning given to this term under the Companies Ordinance of the laws of Hong Kong (Chapter 622); and

“**TOPVALU Trademarks**” means the trademarks and logos as set out in the Master Trademark Licence Agreement dated 30 June 2021 signed by ATV and the Company.

2. SUPPLY OF MERCHANDISES

- 2.1 Where member of the ATV Group is willing to supply and member of the Company is willing to purchase the relevant merchandises, the parties shall enter into a Purchase Contract to this effect, and the Parties agree that the terms of such Purchase Contract

shall be on normal commercial terms, on an arm's length basis and on comparable terms to which the Company procure merchandises from independent third parties.

- 2.2 Each Purchase Contract shall be entered into pursuant to the terms and conditions set out in this Agreement and adopt the Company's standard terms and conditions prevailing at the time of execution of the Purchase Contract.
- 2.3 Under each Purchase Contract, the relevant members of ATV Group shall supply and members of AEON HK Group shall purchase Merchandises at such price being the Actual Costs plus a mark-up rate of [3.0%] of the Actual Costs, and the prices offered by the member of ATV Group shall be no less favourable than (i) the prices available in the market for the same or similar merchandises and (ii) the prices offered by the members of ATV to the other purchaser(s), if any, Provided that both Parties acknowledge that should the prices of Merchandises (offered by the members of ATV Group) include any delivery charges which vary according to the relative location of a purchasing party and thus giving rise to the difference in the prices of Merchandises offered by the members of ATV Group to different purchasing parties, such difference shall be disregarded.
- 2.4 Subject to compliance with the Listing Rules, both parties agree to review the mark-up rate as stated in the preceding paragraph on annual basis.

3. INFORMATION RIGHTS

- 3.1 For the purposes of facilitating the sourcing of merchandises and related planning and development, ensuring diversification of merchandises offered by the members of AEON HK Group to its customers, enabling the AEON HK Group to deliver required types and amounts of merchandise efficiently and maintaining competitiveness of the AEON HK Group's business:

- (a) the Company and ATV shall, as may be practicable in the circumstances, share with each other (including their respective officers, employees, agents and associated companies, on a strictly need-to-know basis) such information and data relating to the purchasing, selling, stocking, pricing and specifications of each other's merchandises; and
- (b) ATV shall, upon request by the Company and within a reasonable period of time, further provide such market information and data as may be required by the Company.

3.2 The Company shall have the right, after providing ATV with reasonable written notice, to:

- (a) audit, cross-check and verify the books, records, financial practice, business and operational flow and practice, electronic/computer system(s) of ATV, including all information and documents relating to ATV's direct and indirect costs supporting the billing of the Merchandises, any costs or charges by ATV; and
- (b) audit and monitor the performance by ATV of their respective obligations pursuant to this Agreement and the Purchase Contracts.

3.3 The written notice referred to in Clause 3.2 shall detail a practical and reasonable audit scope, which will be discussed by the Company and ATV in good faith prior to commencement of such audit in line with the Clause 3.2.

3.4 ATV shall have the same right as the Company as stated in Clauses 3.2 and 3.3 above.

4. CONFIDENTIALITY

4.1 Each of the Parties acknowledges that all information and data received or exchanged between the Parties pursuant to this Agreement are sensitive and confidential in nature and undertakes to each other that each of them shall keep strictly confidential all the information and data so received or exchanged and subject to Clause 4.2, each Party shall not, and shall procure that its officers, employees, agents and associated companies shall not use or disclose any such confidential information and data to any other person.

4.2 A Party may disclose information which would otherwise be confidential if and to the extent:-

- (a) required by law or by an order of a court of competent jurisdiction;
- (b) required by any securities exchange or regulatory or governmental body to which such Party is subject or submits, wherever situated, including without limitation, the Stock Exchange;
- (c) disclosed to the officers, employees, agents and associated companies of such Party who require such information and data for performing the obligations under this Agreement;
- (d) disclosed to the professional advisers and auditors of such Party subject to an obligation of confidentiality; or

- (e) the Party to whom the information relates has given prior written approval to the disclosure.

5. COMMENCEMENT AND TERM

- 5.1 Subject to the Condition Precedent, the term of this Agreement shall take effect from the 1 January 2025 and shall continue up to the end of 2027.
- 5.2 Notwithstanding execution by the Parties hereto, this Agreement is conditional upon (i) the obtaining of the approval of the AEON HK's independent shareholders of this Agreement, the transaction contemplated under this Agreement and the relevant annual caps; and (ii) each of this Agreement and all transactions contemplated hereunder respectively by both of the Parties hereto being in compliance with all applicable requirements under the Hong Kong Listing Rules ("Condition Precedent"). For the avoidance of doubt, should this Agreement fail to fulfil the Condition Precedent as conclusively certified in writing by the respective party to the other party, this Agreement shall immediately become null and void and the Parties hereto shall have no claims against each other whatsoever save as to antecedent breach.
- 5.3 The Parties may, subject to compliance with the Listing Rules, renew this Agreement on such terms and conditions as the Parties may mutually agree.

6. TERMINATION

- 6.1 This Agreement may be terminated by 3 month's prior written notice by either Party, provided that such termination shall be without prejudice to the accrued rights and liabilities of either Party prior to the date of such termination.
- 6.2 On termination of this Agreement, each Purchase Contract then in force shall nevertheless continue in full force and effect for the remainder of the term of such Purchase Contract, unless terminated in accordance with the terms of such Purchase Contract.
- 6.3 Termination of any Purchase Contract in accordance with its respective terms and conditions shall not affect any other Purchase Contract or this Agreement.

7. SUCCESSORS AND ASSIGNS

This Agreement may not be assigned or otherwise transferred by any Party without the prior written consent of the other Party. This Agreement shall be binding upon each Party's successors and permitted assigns.

8. AMENDMENT

This Agreement shall not be amended, modified, varied or supplemented except in writing and signed by the Parties hereto.

9. COUNTERPARTS

This Agreement may be executed in any number of copies or counterparts, each of which when so signed and delivered shall be deemed an original, but all the counterparts shall together constitute one and the same instrument.

10. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of Hong Kong, and the Parties hereby agree to submit to the non-exclusive jurisdiction of the courts of Hong Kong. Any dispute arising out of any of the Purchase Contracts shall be governed by the choice of laws as expressly stated in the Purchase Contract or, in the absence of a choice of laws clause, by the laws of the Company's country of incorporation.

IN WITNESS whereof the Parties have executed this Agreement on the date first above written.

SIGNED by

長島 武徳

for and on behalf of

TAKENORI NAGASHIMA
Managing Director

AEON STORES (HONG KONG) CO.,

LIMITED

in the presence of



SIGNED by

工谷 美津子

for and on behalf of

AEON TOPVALU CO., LIMITED

in the presence of

Name: MITSUKO TSUCHIYA
Position: PRESIDENT

