**Dated the 1st day of January, 2026**

**WILLAS-ARRAY ELECTRONIC (HOLDINGS) LIMITED**
**威雅利電子(集團)有限公司**

**and**

**SHANGHAI YCT ELECTRONICS GROUP CO LTD**
**上海雅創電子集團股份有限公司**

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# MASTER SUPPLY FRAMEWORK AGREEMENT

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**THIS AGREEMENT ("this Agreement") is entered into as of the 1st day of January, 2026**

**BETWEEN:**

(1) **WILLAS-ARRAY ELECTORNICS (HOLDINGS) LIMITED 威雅利電子(集團)有限公司**, a company incorporated in Bermuda and listed on the and having its registered office at Victory Place, 5/F, 31 Victoria Street, Hamilton HM10, Bermuda and whose principal place of business and head office in Hong Kong is at 24/F, Wyler Centre, Phase 2, 200 Tai Lin Pai Road, Kwai Chung, New Territories, Hong Kong (the "**Company**"), for itself and on behalf of each of its subsidiaries (collectively, the "**Seller Group**"); and

(2) **SHANGHAI YCT ELECTRONICS GROUP CO LTD 上海雅創電子集團股份有限公司**, a company incorporated in the PRC with limited liability and listed on the Shenzhen Stock Exchange (stock code: 301099) whose registered address is at Unit 402-405 and 2/F, 3/F, No. 62, Lane 99, Chunguang Road, Minhang District, Shanghai, PRC (the "**Purchaser**"), for itself and on behalf of its subsidiaries (collectively, the "**Purchaser Group**").

**RECITALS:**

**(A)** As the Company and the Purchaser intend to enter into transactions for the purchase and sale of Products, these transactions shall constitute continuing connected transactions pursuant to the Listing Rules (as defined below).

**(B)** In view of the above, the Company and the Purchaser has agreed to enter into this Agreement to record and regulate their supplier and customer relationship in accordance with the terms and conditions of this Agreement.

**OPERATIVE PROVISIONS:**

## 1. INTERPRETATION

1.1 In this Agreement, unless the context otherwise requires:

"**Conditions**" means the terms and conditions of sale set out in this Agreement and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Purchaser Group and the Seller Group.

"**Listing Rules**" means Rules Governing the Listing of Securities on the Stock Exchange.

"**Products**" means a variety of semi-conductor electronic component products of the Seller Group, as set out against the specifications and requirements to the relevant member of the Purchaser Group which the relevant member of the Seller Group sell to the Purchaser Group from time to time under a Transaction.

"**Stock Exchange**" means The Stock Exchange of Hong Kong Limited.

"**Transaction**" means each of the transactions for the purchase and sale of the Products to be entered into between the relevant members of the Seller Group and the Purchaser Group from time to time.

1.2 Any reference in this Agreement to "**writing**" includes a reference to email, facsimile transmission or comparable means of communication.

1.3 Any reference in this Agreement to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

1.4 The headings in this Agreement are for convenience only and shall not affect its interpretation.

## 2. DURATION

2.1 Subject to the Conditions Precedent as set out in clause 4 and other provisions of this Agreement, this Agreement shall come into force on the date of execution of this Agreement and, subject as provided in Clause 5, shall continue in force until December 31, 2026.

2.2 During the continuance of this Agreement, the Company shall procure any and all members of the Seller Group to sell and the Purchaser shall purchase the Products on a non-exclusive basis in accordance with any written quotation of the relevant member of the Seller Group which is accepted by the Purchaser, or any written order of the Purchaser which is accepted by the relevant member of the Seller Group, subject in either case to the Conditions to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted, or any such order is made or purported to be made, by the Purchaser.

## 3. PRICING POLICY

3.1 Any Transaction taking place during the continuance of this Agreement, shall be made in accordance with the policy as set out in this clause 3.2 and annual caps as set out in clause 3.3.

3.2 For the purpose of Clause 3.1, the quoted price shall be determined based on the standard price range of the relevant products set by the Seller's Group pricing policy.

(a) In the event that a standard price range does not exist, the quoted price shall be determined by the direct costs of producing the products (including materials, labour, utilities, subcontracting fee and equipment depreciation, if any) plus a profit margin to be agreed upon.

(b) The terms of sales shall be determined with reference to prevailing market terms by obtaining and comparing selling prices to other customers who are independent third parties requiring supply of similar Products from the Seller Group, not less frequently than on a monthly basis.

3.3 This clause sets out the proposed annual cap for the aggregate sales amount of Products during the continuance of this Agreement.

Proposed annual cap

| | *HKD* |
|---|---|
| Year ending December 31, 2026 | 2,999,999 |

## 4. CONDITIONS PRECEDENT

This Agreement shall become effective upon the fulfilment of the following conditions precedent:

(a) The Company having complied with all disclosure requirements as may be imposed by the Stock Exchange pursuant to the Listing Rules.

In the event that the above conditions precedent are not fulfilled within three months from the date of this Agreement, this Agreement and all rights and obligations hereunder shall ceased to be effective and no party shall have any claim against the other by reason thereof.

## 5. TERMINATION

5.1 Notwithstanding the terms of Clause 2.1, either party shall be entitled forthwith to terminate this Agreement by written notice to the other party at any time if:

(a) that other party commits any breach of any of the provisions of this Agreement and, in the case of a breach capable of remedy, fails to remedy the same within 30 days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied;

(b) an encumbrancer takes possession or a receiver is appointed over any of the property or assets of that other party;

(c) that other party makes any voluntary arrangement with its creditors or becomes subject to an administration order;

(d) that other party goes into liquidation (except for the purposes of amalgamation or reconstruction and in such manner that the company resulting therefrom effectively agrees to be bound by or assume the obligations imposed on that other party under this Agreement);

(e) anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to that other party;

(f) that other party ceases, or threatens to cease, to carry on business; or

(g) where necessary pursuant to the requirements under the rules and regulations prescribed by the Stock Exchange or as may otherwise be required by such stock exchange, the transactions contemplated under this Agreement are not approved by the independent shareholders of the Company in compliance with such requirements.

5.2 For the purposes of Clause 5.1(a), a breach shall be considered capable of remedy if the party in breach can comply with the provision in question in all respects other than as to the time of performance (provided that time of performance is not of the essence).

5.3 Any waiver by either party of a breach of any provision of this Agreement shall not be considered as a waiver of any subsequent breach of the same or any other provision thereof.

5.4 The rights to terminate this Agreement given by this Clause shall be without prejudice to any other right or remedy of either party in respect of the breach concerned (if any) or any other breach.

## 6. COMPLIANCE WITH LISTING RULES AND APPLICABLE LAWS

The parties hereby agree and acknowledge that, notwithstanding any provision in this Agreement to the contrary, the transactions as contemplated under this Agreement and the obligations and duties of the Seller Group on one part and the Purchaser Group on the other

part are subject to the compliance of the applicable requirements under the Listing Rules and other relevant laws and regulations by the Seller Group, the shareholders' approval of the Seller Group as appropriate under the Listing Rules and the Purchaser Group shall use its best endeavour to assist the Seller Group for compliance with the Listing Rules and regulations and, in particular, shall provide all information and documents as required by the Stock Exchange or pursuant to the Listing Rules and/or other applicable rules, codes and regulations in connection with this Agreement and the transactions contemplated hereunder.

## 7. MISCELLANEOUS

7.1 Neither party may, without the written consent of the other, assign its rights under this Agreement.

7.2 This Agreement contains the entire agreement between the parties with respect to the subject matter hereof, supersedes all previous agreements and understandings between the parties with respect thereto, and may not be modified except by an instrument in writing signed by the duly authorised representatives of the parties.

7.3 Each party acknowledges that, in entering into this Agreement, it does not do so on the basis of, and does not rely on, any representation, warranty or other provision except as expressly provided herein, and all conditions, warranties or other terms implied by statute or common law are hereby excluded to the fullest extent permitted by law.

7.4 If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or part, this Agreement shall continue to be valid as to the other provisions thereof and the remainder of the affected provision.

## 8. NOTICES

Any notice required to be given by this Agreement shall be delivered personally or sent by facsimile or courier to the following address:

To the Seller Group:

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|---|---|---|
| Address | : | 24/F, Wyler Centre, Phase 2, 200 Tai Lin Pai Road, Kwai Chung, New Territories, Hong Kong |
| Fax No. | : | +852 2484 1050 |
| Attention | : | The Board of Directors |

To the Purchaser Group:

| | | |
|---|---|---|
| Address | : | Unit 402-405 and 2/F, 3/F, No. 62, Lane 99, Chunguang Road, Minhang District, Shanghai, PRC |
| Fax No. | : | +86 021-60833568 |
| Attention | : | The Board of Directors |

or to such other address or facsimile number as either party may hereafter designate in writing to the other party. Notices shall be effective upon receipt by the other party.

## 9. GOVERNING LAW AND JURISDICTION

9.1 This Agreement shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region of the People's Republic of China.

9.2 Each party hereto irrevocably agrees that the courts of Hong Kong shall have jurisdiction to hear and determine any suit, action or proceeding, and to settle any disputes which may arise out of or in connection with this Agreement and for such purposes irrevocably submits to the non-exclusive jurisdiction of such courts.

**IN WITNESS** whereof the parties have executed this Agreement the day and year first above written.

**SIGNED** by Xie Lishu )
for and on behalf of )
**WILLAS-ARRAY ELECTRONICS** )
**(HOLDINGS) LIMITED** )
**威雅利電子(集團)有限公司** )
in the presence of Chan Lai Yee )

**SIGNED** by Xie Lishu )
for and on behalf of )
**SHANGHAI YCT ELECTRONICS** )
**GROUP CO LTD** )
**上海雅創電子集團股份有限公司** )
in the presence of Xie Yao )