

## CONSORTIUM AGREEMENT

This CONSORTIUM AGREEMENT (this “Agreement”) is made and entered into as of October 31, 2024, by and among Beacon Path Limited (“Beacon Path”), a company incorporated under the laws of British Virgin Islands, Supari Holdings Limited, a company incorporated under the laws of British Virgin Islands (“Supari”), Digimoc Holdings Limited, a company incorporated under the laws of British Virgin Islands (“Digimoc”), Fortune Venture Capital Corporation, a company incorporated under the laws of Taiwan (“Fortune Venture”), Hsin-Yu Chen, an individual resident of Taiwan, and Hsin-Tso Chen, an individual resident of Taiwan. Beacon Path and Supari are collectively referred to herein as “AchiCapital”. Each of Digimoc, Fortune Venture, Hsin-Yu Chen and Hsin-Tso Chen is referred to herein as a “Co-Investor” and, collectively, as the “Co-Investors”. Each of Beacon Path, Supari and the Co-Investors is referred to herein as a “Party” and, collectively, as the “Parties”. Unless otherwise defined herein, capitalized terms used herein shall have the meanings assigned to them in Section 11.1.

**WHEREAS**, the Parties propose to undertake a privatization transaction (the “Transaction”) with respect to Pentamaster International Limited (the “Company”), a Cayman Islands exempted company which is listed on The Stock Exchange of Hong Kong Limited (“Stock Exchange”) (stock code: 1665), pursuant to which the Company would be delisted from the Stock Exchange in accordance with the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (the “Listing Rules”);

**WHEREAS**, in connection with the Transaction, Puga Holdings Limited (“SPV”), a company incorporated under the laws of British Virgin Islands, has been formed to act as the offeror (within the meaning of the Code on Takeovers and Mergers of Hong Kong (the “Takeovers Code”)) of the Transaction (the “Offeror”) to acquire all of the issued Company Shares (as defined below) (other than the Company shares held by the Rollover Shareholder (as defined below)) by way of a scheme of arrangement under the Companies Act of the Cayman Islands (the “Scheme”) or an alternative Transaction structure to be agreed among the Parties. As of the date of this Agreement, Beacon Path is the sole shareholder of SPV; and

**WHEREAS**, in accordance with the terms of this Agreement, the Parties will to the extent permitted by the Applicable Laws (as defined below), cooperate and participate in (a) the evaluation of the Company, including conducting due diligence of the Company and its business, (b) discussions regarding the Transaction with the Company, (c) the negotiation of the terms of the Transaction Documents (as defined below); and (d) the implementation of the Transaction in accordance with the Applicable Laws.

**NOW, THEREFORE**, in consideration of the foregoing recitals and of the mutual agreements and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

## **1. Participation; SPV Ownership**

1.1 Participation in Transaction. The Parties agree to participate in the Transaction on the terms set forth in this Agreement.

1.2 SPV Ownership and Arrangements.

(a) Subject to Section 1.2(b), on and from the Subscription Date (as defined below), SPV shall be owned by the Parties in accordance with the percentage ownership set out opposite each Party's name in column 3 of the table set out in Schedule 1 (Ownership Structure of SPV).

(b) Notwithstanding any provision to the contrary in this Agreement or any other agreement among the Parties, AchiCapital shall have the sole discretion to reduce the percentage of ownership of SPV of any Party so long as the aggregate percentage remains one hundred percent (100%). Should a Party's percentage ownership of SPV be reduced to zero percent (0%), such Party shall thereafter possess no rights pursuant to this Agreement but shall remain subject to all other obligations and terms set forth herein.

(c) Each Party agrees that it will not cause SPV to waive any conditions under or agree to any amendment of the Implementation Agreement (as defined below) without the prior written consent of each of the other Parties. Each Party further agrees that it will not cause SPV to determine that any conditions under the Implementation Agreement have been satisfied or to consummate the Transaction without the prior written consent of each of the other Parties; provided, that such consent shall not be unreasonably withheld, delayed or conditioned.

## **2. Participation in Transaction; Approvals**

2.1 Information Sharing. Each Party shall (a) comply with any information delivery or other requirements by SPV, a Party or an Affiliate of a Party, and shall not, and shall direct its Representatives not to, whether by their action or omission, breach such arrangements or obligations, (b) comply with any confidentiality agreements reasonably required by the Company, (c) share with all other Parties all information reasonably necessary to evaluate the Company, including technical, operational, legal, accounting and financial materials and relevant consulting reports and studies, (d) provide each other Party or SPV with all information reasonably required concerning such Party or any other matter relating to such Party in connection with the Transaction and any other information a Party may reasonably require in respect of any other Party and its Affiliates for inclusion in the Transaction Documents, (e) provide timely responses to requests by another Party for information, (f) apply the level of resources and expertise that such Party reasonably considers to be necessary and appropriate to meet its obligations under this Agreement and (g) consult with each other Party and otherwise cooperate in good faith on any public statements regarding the Parties' intentions with respect to the Company, any issuance of which shall be subject to Section 7.1. Notwithstanding the foregoing, no Party is required to make available to the other Parties any information which it reasonably considers to be commercially sensitive information, or which is otherwise held subject to an obligation of confidentiality.

2.2 Transaction Documents. The Parties agree that AchiCapital shall (a) take the lead to negotiate the Transaction Documents on behalf of the Parties; and (b) report the materials terms of the Transaction Documents to the Co-Investors from time to time.

For the purpose of this Section 2.2, “Transaction Documents” refers to (i) the implementation agreement to be entered into between the Offeror and the Company with respect to the Transaction (the “Implementation Agreement”), (ii) the rollover agreement to be entered into between the Offeror and the Rollover Shareholder with respect to the Transaction (the “Rollover Agreement”), (iii) the shareholders’ agreement to be entered into between the Offeror and the Rollover Shareholder with respect to their shareholding arrangements in the Company upon the completion of the Transaction, (iv) any documents to be executed and delivered by the Offeror pursuant to the Cash Confirmation Requirements (as defined below), (v) the announcement in respect of the Transaction (the “Announcement”), offer document (within the meaning of the Takeovers Code) and other announcements, submissions or documents that are necessary, proper or advisable to be prepared in connection with the Transaction pursuant to the Applicable Laws, and (vi) any other transaction documents ancillary to the consummation of the Transaction.

2.3 Cash confirmation; Subscription and Capital Contribution.

(a) Each Party acknowledges and agrees that pursuant to the Takeovers Code, prior to the announcement of a firm intention and the despatch of any offer document (within the meaning of the Takeovers Code) with respect to the Transaction, the Offeror is required to demonstrate to the Financial Advisor (as defined below) that sufficient financial resources are available to the Offeror to satisfy in full its payment obligations in respect of the consideration (the “Scheme Consideration”) payable by the Offeror under the Transaction (the “Cash Confirmation Requirements”), including but not limited to demonstrating to the Financial Advisor that the Offeror has in its possession cash in immediately available funds in an amount sufficient to satisfy the maximum Scheme Consideration.

(b) The Parties agree that, on the Subscription Date, each Party shall subscribe for such number of shares in SPV (the “Subscription Shares”) set forth opposite its name in column 2 of the table set out in in Schedule 1 (Ownership Structure of SPV) (the “Subscription”). The consideration for each Party’s Subscription shall be the amount in HKD set forth opposite its name in column 4 of the table set out in Schedule 1 (Ownership Structure of SPV) (the “Consideration”). The Consideration shall be settled by such Party in HKD or by way of payment of the USD equivalent amount set forth opposite its name in column 5 of the table set out in Schedule 1 (Ownership Structure of SPV) (the “Capital Contribution Amount”) to SPV in cash in immediately available funds on the Subscription Date.

(c) Within five (5) Business Days from the Subscription Date, AchiCapital shall procure SPV to deliver to each Party (subject to such Party’s payment of the Capital Contribution Amount pursuant to Section 2.3(b)) a copy of SPV’s updated register of members evidencing such Party’s ownership of the Subscription Shares, certified as a true copy by a director of SPV. Upon a written request by any Party, AchiCapital shall procure SPV to, as soon as reasonable practicable and in any event within ten (10) Business Days from the date of request, deliver or caused to be

delivered to such Party one or more share certificates evidencing such Party's ownership of the Subscription Shares.

(d) Each Party agrees to do (and shall cause its Affiliates to do) all such things as are necessary to facilitate the Offeror to satisfy the Cash Confirmation Requirements, including but not limited to complying with the requirements reasonably imposed by AchiCapital and/or the Financial Advisor with respect to the logistics for depositing the Capital Contribution Amount.

#### 2.4 Adjustment of the Capital Contribution Amount.

(a) To the extent the Capital Contribution Amount is settled in USD,

- (i) if the Capital Contribution Amount of any Party is less than its Final Capital Contribution Amount, unless otherwise agreed between SPV and such Party in writing, such Party shall, within three (3) Business Days from the Scheme Effective Date, pay the Difference Amount to SPV in cash in immediately available funds; or
- (ii) if the Capital Contribution Amount of any Party is greater than its Final Capital Contribution Amount, unless otherwise agreed between SPV and such Party in writing, AchiCapital shall procure SPV to, as soon as practicable after the full settlement of the Scheme Consideration, pay the Difference Amount to such Party in cash in immediately available funds.

(b) For the purpose of this Section 2.4, (i) "Final Capital Contribution Amount" refers to the USD equivalent of the Consideration, calculated using the HKD:USD exchange rate based on the mid-point of the selling and buying rate of USD published by the Hong Kong Association of Banks on the Scheme Effective Date; (ii) "Scheme Effective Date" refers to the date on which the Scheme becomes effective; and (iii) "Difference Amount" refers to the difference between the Capital Contribution Amount and the Final Capital Contribution Amount.

#### 2.5 Appointment of Advisors.

(a) AchiCapital and its Affiliates shall have the sole direction to agree on the scope and engagement terms of all joint advisors to the Offeror in connection with the Transaction. The Parties acknowledge and agree that AchiCapital and/or its Affiliates have already engaged the following advisors: (i) Altus Capital Limited as the financial advisor to the Offeror (the "Financial Advisor"); (ii) Sullivan & Cromwell (Hong Kong) LLP as counsel to the Offeror; and (iii) Roland Berger Hong Kong Limited as the commercial due diligence advisor to the Offeror. AchiCapital and/or its Affiliates may from time to time engage additional advisors on behalf of the Offeror in connection with the Transaction, with appropriate consultation with the other Parties. The Parties agree and acknowledge that because of the types of clients which the advisors advise and the type of engagements in which advisors are involved, advisors may be requested to act for other persons on other matters where the interests of the other persons may be adverse to the Parties or their respective Affiliates in this or other matters, and that to the extent permitted by law, the engagement of advisors in connection with the Transaction will not preclude any advisor from

acting for other persons on matters that are not substantially related to this or such other engagements, even though the interests of such persons may be adverse to the Parties or their respective Affiliates in this matter or in other matters.

(b) Except as otherwise provided in Section 2.5(a), if a Party requires separate representation in connection with specific issues arising out of the Transaction, such Party may retain other advisors to advise it; provided, that such Party shall (i) provide prior notice to the other Parties of such retention and (ii) be solely responsible for the fees and expenses of such separate advisors.

2.6 Approvals. Each Party shall use reasonable best efforts and provide all cooperation as may be reasonably requested by each other Party to obtain all applicable governmental, statutory, regulatory or other approvals, licenses, waivers or exemptions required or, in the reasonable opinion of the Parties, desirable for the consummation of the Transaction.

### **3. Expenses and Fee Sharing.**

3.1 Irrespective of whether the Transaction is consummated, each Party agrees to bear the Transaction Expenses in proportion to their respective contributed or committed equity interest in SPV as set forth in Section 1.2(a), provided, however, that if any Party's percentage of ownership of SPV has been reduced by AchiCapital pursuant to Section 1.2(b) despite its actual or committed contribution to SPV, it shall only share the Transaction Expenses in proportion to its then reduced percentage of ownership of SPV.

For the purpose of this Section 3.1, "Transaction Expenses" refers to the out-of-pocket costs and expenses incurred in connection with the Transaction as agreed to be borne by the Offeror in accordance with the Rollover Agreement, and such out-of-pocket costs and expenses shall include, without limitation, (a) the out-of-pocket costs and expenses properly incurred in connection with any due diligence investigation conducted by the Parties with respect to the Company, (b) fees, expenses and disbursements payable to any advisor retained by AchiCapital and/or its Affiliates as contemplated by Section 2.5(a), and (c) the costs and expenses in connection with any rulings sought from and any vetting fees payable to the Securities and Futures Commission of Hong Kong in relation to the Transaction (excluding the costs and expenses for any rulings solely with respect to the Company, its financial advisor in connection with the Transaction and/or any of their respective Affiliates). It is understood and agreed that each Party shall bear the cost and expenses relating to its part of the cash contribution and cash confirmation as contemplated in Sections 2.3(a) and 2.3(b) relating to financing, and each of the Co-Investors shall reimburse AchiCapital for the cost and/or expenses (to the extent if there is any) incurred or advanced by or on behalf of AchiCapital for such Co-Investor's cash confirmation obligations.

3.2 If the Transaction is not consummated due to the breach of this Agreement by one or more Parties, then the breaching Party or Parties shall reimburse any non-breaching Party for all out-of-pocket costs and expenses incurred by non-breaching Parties in connection with this Transaction, including the Transaction Expenses and any fees, expenses and disbursements payable to advisors retained by the Parties pursuant to Section 2.5(b), without prejudice to any rights and remedies otherwise available to such non-breaching Party.

## 4. Exclusivity

4.1 During the period beginning on the date hereof and ending on the earlier of (i) the date which is twelve (12) months after the date of this Agreement, which may be extended as agreed by all Parties in writing, and (ii) the termination of this Agreement pursuant to Section 5.3, each of the Co-Investors agrees that it shall (and shall cause its Affiliates to):

(a) work exclusively with AchiCapital to implement the Transaction;

(b) not, and shall not permit its Affiliates, or any of its or its Affiliates' Representatives, directly or indirectly, to (i) propose an Alternative Transaction (as defined below), or seek, solicit, initiate, induce, facilitate or encourage inquiries or proposals concerning, or participate in any discussions, negotiations, communications or other activities with any person (other than the other Parties) concerning, or enter into or agree to an Alternative Transaction; (ii) provide any information to any third party with a view to the third party or any other person pursuing or considering to pursue an Alternative Transaction; (iii) finance or offer to finance any Alternative Transaction, including by offering any equity or debt finance (unless waived in writing by AchiCapital); (iv) enter into any written or oral agreement, arrangement or understanding (whether legally binding or not) regarding, or do, anything which is inconsistent with the provisions of this Agreement or the Transaction as contemplated by this Agreement; or (v) seek, solicit, initiate, encourage, facilitate, induce or enter into any negotiation, discussion, agreement or understanding (whether or not in writing and whether or not legally binding) with any other person regarding the matters described in sub-paragraphs (i) to (iv); and

(c) promptly notify AchiCapital if it or, to its knowledge, any of its Affiliates or any of its or its Affiliates' Representatives receives any approach or communication with respect to any Alternative Transaction, including the other persons involved and the nature and content of the approach or communication, and provide AchiCapital with copies of any written communication.

## 5. Termination

5.1 Right to Withdraw. Prior to the execution of the Implementation Agreement, if the Parties are unable to agree in good faith on the material terms of the Transaction, then any Party may cease its participation in the Transaction by providing a written notice to the other Parties, and in each case this Agreement shall terminate with respect to such Party on the fifth (5<sup>th</sup>) Business Day upon the other Parties' receipt of such written notice, following which the provisions of Section 5.4(a) will apply. For the avoidance of doubt, a termination of this Agreement with respect to any Party in accordance with this Section 5.1 shall not on its own constitute a breach of this Agreement by such Party.

5.2 Upon Completion of the Transaction. Subject to Section 5.4(b), this Agreement shall terminate without any further action on the part of any Party upon the completion of the Transaction.

5.3 Other Termination Event. Subject to Section 5.4(b), this Agreement shall terminate with respect to all Parties (a) upon a written agreement among the Parties to terminate this



Agreement or (b) on the Long Stop Date (as defined in the Announcement) if the Transaction is not consummated on or before the Long Stop Date, whichever is earlier.

#### 5.4 Effect of Termination.

(a) Upon termination of this Agreement with respect to a Party pursuant to Section 5.1, Article 3 (Expenses and Fee Sharing), Article 4 (Exclusivity), Article 5 (Termination), Article 6 (Return of Capital Contribution Amount), Section 7.2 (Confidentiality), Article 9 (Notices) and Article 10 (Miscellaneous) shall continue to bind such Party and such Party shall be liable under Article 3 for its portion of any costs and expenses accrued by the Parties prior to the termination of this Agreement with respect to such Party.

(b) Upon termination of this Agreement pursuant to Section 5.2 or Section 5.3, Article 3 (Expenses and Fee Sharing), Article 5 (Termination), Article 6 (Return of Capital Contribution Amount), Section 7.2 (Confidentiality), Article 9 (Notices) and Article 10 (Miscellaneous) shall continue to bind the Parties and each of the Parties shall be liable under Article 3 for its portion of any costs and expenses accrued by the Parties prior to the termination of this Agreement.

(c) Other than as set forth in Section 5.4(a) and Section 5.4(b) or separately agreed among the Parties prior to the termination of this Agreement, the Parties shall not otherwise be liable to each other in relation to this Agreement after termination.

### **6. Return of Capital Contribution Amount**

6.1 Upon the termination of this Agreement with respect to a Party (the “Terminating Party”) pursuant to Section 5.1, the Terminating Party shall sell, and AchiCapital shall purchase, all Subscription Shares owned by the Terminating Party at a consideration equal to the Capital Contribution Amount *minus* such portion of the Transaction Expenses to be borne by the Terminating Party pursuant to Section 3.1 and Section 5.4(a). The Terminating Party and AchiCapital shall do all things as are necessary to effect the transfer of the Subscription Shares as contemplated herein.

6.2 Upon the termination of this Agreement pursuant to Section 5.3, the Parties shall agree in good faith, and do all things as are necessary to effect, the arrangements for returning the Capital Contribution Amount to each Party (after deducting such portion of the Transaction Expenses to be borne by such Party pursuant to Section 3.1 and Section 5.4(b)).

### **7. Announcements and Confidentiality**

7.1 Announcements. No announcements regarding the subject matter of this Agreement shall be issued by any Party without the prior written consent of AchiCapital, except to the extent that any such announcements are required by laws, a court of competent jurisdiction, a regulatory body or an international stock exchange, and then (to the extent reasonably practicable) only after the form and terms of such disclosure have been notified to AchiCapital and AchiCapital has had a reasonable opportunity to comment thereon. To the extent reasonably practicable, any

announcement to be made by the Parties or their Affiliates (including the Offeror) in connection with the Transaction shall be jointly coordinated and agreed by the Parties.

7.2 **Confidentiality.** As of the date of this Agreement, AchiCapital Advisory Limited, an Affiliate of AchiCapital, has entered into a non-disclosure agreement with the Company in connection with the Transaction (“Non-Disclosure Agreement”), a copy of which is set forth in Appendix hereto. Each of the Co-Investors hereby agrees to, and confirms that it shall abide by, the terms and conditions of the Non-Disclosure Agreement. Each Co-Investor (a) agrees that where there is a reference to a “Party” in the Non-Disclosure Agreement, it shall be deemed to include a reference to it; and (b) undertakes to AchiCapital that it will, with effect from the date hereof, perform and comply with each of the obligations of a Party (as defined in the Non-Disclosure Agreement) as if it had been a party to the Non-Disclosure Agreement at the date of execution thereof, provided, that in the context of this Section 7.2, a reference to a “Representative” in the Non-Disclosure Agreement shall be deemed to include a reference to an Affiliate of the Co-Investor.

## **8. Representations and Warranties**

8.1 Each of the Co-Investors hereby represents and warrants, on behalf of itself only, to AchiCapital, and each of Beacon Path and Supari hereby represents and warrants, on behalf of itself only, to the Co-Investors, that (a) it has the requisite power and authority to execute, deliver and perform this Agreement; (b) the execution, delivery and performance of this Agreement by it have been duly authorized by all necessary action on its part and no additional proceedings are necessary to approve this Agreement; (c) this Agreement has been duly executed and delivered by it and constitutes a valid and binding agreement of it enforceable against it in accordance with the terms hereof; and (d) its execution, delivery and performance (including the provision and exchange of information) of this Agreement will not (i) conflict with, require a consent, waiver or approval under, or result in a breach of or default under, any of the terms of any material contract or agreement to which it is a party or by which it is bound, or any office it holds, (ii) violate any order, writ, injunction, decree or statute, or any rule or regulation, applicable to it or any of its properties and assets or (iii) result in the creation of, or impose any obligation on it to create, any lien, charge or other encumbrance of any nature whatsoever upon its properties or assets.

8.2 Beacon Path hereby represents and warrants, on behalf of itself and SPV only, that (a) as of the date of this Agreement, SPV is duly incorporated, validly existing and in good standing under the laws of British Virgin Islands; and (b) the Subscription Shares, when issued by SPV upon the payment of Capital Contribution Amount by the Parties, shall be duly authorized, validly issued, fully paid, nonassessable and free and clear of all Encumbrances.

8.3 Each of the Parties hereby represents and warrants, on behalf of itself and its Concert Parties, that as of the date of this Agreement, neither it nor its Concert Parties own, control or has any direction over (whether directly or indirectly) any Company Shares or any warrants, options and any other securities which are convertible into or exercisable for the Company Shares.

For the purpose of this Section 8.3, “Concert Parties” refers to (a) with respect to any body corporate, the body corporate’s director(s) and direct and indirect shareholder(s) holding 30% or



more of the voting rights of the body corporate (up to and including any listed company in the ownership chain); and (b) with respect to any natural person, his spouse, his (or his spouse's) child or step-child, natural or adopted, under the age of 18 years.

8.4 Each of the Co-Investors hereby represents and warrants to AchiCapital that neither it nor any of its Representatives acting on its behalf or at its request has entered into, directly or indirectly, any agreement, arrangement or understanding that might lead to an agreement, arrangement or understanding, with any person with respect to an Alternative Transaction or possible transaction involving any assets or voting securities of the Company, including, for the avoidance of doubt, a confidentiality agreement with the Company in connection with an Alternative Transaction or possible transaction involving any assets or voting securities of the Company.

## 9. Notices.

9.1 All notices and other communications to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be deemed to have been given (a) when delivered by hand, with written confirmation of receipt, (b) upon sending if sent by email to the email addresses below and the appropriate confirmation is received, (c) one day after being sent by nationally recognized overnight carrier to the addresses set forth below or (d) when actually delivered if sent by any other method that results in delivery, with written confirmation of receipt:

If to Beacon Path or Supari:

2/F, No.156, Sec. 4  
Xinyi Rd., Daan Dist.  
Taipei City 106049  
Taiwan  
Attention: Li-Wei Wang; Heng-Cheng Hsu  
E-mail: [justinwang@achicapital.com](mailto:justinwang@achicapital.com); [matthsu@achicapital.com](mailto:matthsu@achicapital.com)

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

Sullivan & Cromwell (Hong Kong) LLP  
20th Floor, Alexandra House  
18 Chater Road, Central  
Hong Kong, China  
Attention: Kay Ian Ng; Ching-Yang Lin  
E-mail: [king@sullcrom.com](mailto:king@sullcrom.com); [linc@sullcrom.com](mailto:linc@sullcrom.com)

If to Digimoc:

No.1, Dusing 1st Rd.  
Hsinchu Science Park  
Hsinchu City 300

Taiwan, R.O.C.  
Attention: WN Shen; Katty Chang  
E-mail: [wn.shen@mediatek.com](mailto:wn.shen@mediatek.com); [katty.chang@mediatek.com](mailto:katty.chang@mediatek.com)

If to Fortune Venture:

7F, No. 21  
Ln. 120, Section 1, Neihu Rd.  
Taipei 114, Taiwan, R.O.C.  
Attention: Kris Peng; James Yen  
E-mail: [Kris\\_Peng@umc.com](mailto:Kris_Peng@umc.com); [James\\_Yen@umc.com](mailto:James_Yen@umc.com)

If to Hsin-Yu Chen:

581 Ruiguang Rd.  
Neihu District, Taipei  
Taiwan, R.O.C.  
E-mail: [anny\\_lee@compal.com](mailto:anny_lee@compal.com)

If to Hsin-Tso Chen:

581 Ruiguang Rd.  
Neihu District, Taipei  
Taiwan, R.O.C.  
E-mail: [anny\\_lee@compal.com](mailto:anny_lee@compal.com)

## **10. Miscellaneous**

10.1 Entire Agreement. This Agreement constitutes the entire agreement among the Parties and supersedes any previous oral or written agreements or arrangements among them or between any of them relating to its subject matter.

10.2 Further Assurances. Each Party shall use all reasonable best efforts to take, or cause to be taken, all actions, and to do, or cause to be done, and to assist and cooperate with the other Parties in doing, all things necessary, proper or advisable to carry out the intent and purposes of this Agreement.

10.3 Severability. If any provision of this Agreement is held to be invalid or unenforceable for any reason, it shall be adjusted rather than voided, if possible, in order to achieve the intent of the Parties to the maximum extent possible. In any event, the invalidity or unenforceability of any provision of this Agreement in any jurisdiction shall not affect the validity or enforceability of the remainder of this Agreement in that jurisdiction or the validity or enforceability of this Agreement, including that provision, in any other jurisdiction.

10.4 Amendments; Waivers. Neither this Agreement nor any term hereof may be amended or otherwise modified other than by an instrument in writing signed by each of the

Parties. No provision of this Agreement may be waived, discharged or terminated other than by an instrument in writing signed by the Party against whom the enforcement of such waiver, discharge or termination is sought. No failure or delay by any Party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

10.5 Assignment; No Third Party Beneficiaries. Other than as provided herein, the rights and obligations of any Party shall not be assigned without the prior consent of AchiCapital; provided, that each of the Parties may assign its rights and obligations under this Agreement, in whole or in part (including, for the avoidance of doubt, a syndication of part of its equity commitment), to any of its Affiliates. This Agreement shall be binding upon the respective heirs, successors, legal representatives and permitted assigns of the Parties. Nothing in this Agreement shall be construed as giving any person, other than the Parties and their heirs, successors, legal representatives and permitted assigns any right, remedy or claim under or in respect of this Agreement or any provision hereof.

10.6 No Partnership or Agency. The Parties are independent and nothing in this Agreement constitutes a Party as the trustee, fiduciary, agent, employee, partner or joint venture of the other Party.

10.7 Counterparts. This Agreement may be executed in counterparts and all counterparts taken together shall constitute one document.

10.8 Governing Law. 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 ("Hong Kong"), without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of the laws of any jurisdiction other than the Hong Kong Special Administrative Region of the People's Republic of China.

10.9 Dispute Resolution.

(a) In the event of any dispute, disagreement, or claim arising out of or relating to this Agreement, including the interpretation, breach, termination, or validity thereof, the Parties shall first attempt to resolve such dispute through documented formal negotiations in good faith.

(b) Notwithstanding any other provision in this Agreement, AchiCapital shall have the sole discretion to decide on all matters that are to be jointly coordinated and agreed upon by the Parties in the event of any dispute, provided that such discretion shall not be exercised unreasonably. The decision of AchiCapital shall be final and binding on all Parties.

(c) With respect to any disputes, disagreements, or claims arising out of or in any way relating to this Agreement that cannot be resolved within thirty (30) days from the date the dispute, disagreement, or claim arose and are not subject to Section 10.9(b), they shall be submitted to the Hong Kong International Arbitration Centre ("HKIAC") and resolved in accordance with the Arbitration Rules of HKIAC in force at the relevant time and as may be amended by this Section

10.9. The place of arbitration shall be Hong Kong. The official language of the arbitration shall be English, and the arbitration tribunal (the “Tribunal”) shall consist of three arbitrators (each, an “Arbitrator”). The claimant(s), irrespective of number, shall nominate jointly one Arbitrator; the respondent(s), irrespective of number, shall nominate jointly one Arbitrator; and a third Arbitrator will be nominated jointly by the first two Arbitrators and shall serve as chairman of the Tribunal. In the event the claimant(s) or respondent(s) or the first two Arbitrators shall fail to nominate or agree the joint nomination of an Arbitrator or the third Arbitrator within the time limits specified by the Rules, such Arbitrator shall be appointed promptly by the HKIAC. The Tribunal shall have no authority to award punitive or other punitive-type damages. The award of the Tribunal shall be final and binding upon the disputing parties. Any party to an award may apply to any court of competent jurisdiction for enforcement of such award and, for purposes of the enforcement of such award, the Parties irrevocably and unconditionally submit to the jurisdiction of any court of competent jurisdiction and waive any defenses to such enforcement based on lack of personal jurisdiction or inconvenient forum.

10.10 Specific Performance. Each Party acknowledges and agrees that the other Parties would be irreparably injured by a breach of this Agreement by it and that money damages alone are an inadequate remedy for actual or threatened breach of this Agreement. Accordingly, each Party shall be entitled to specific performance or injunctive or other equitable relief (without posting a bond or other security) as may be finally decided by HKIAC to enforce or prevent any violations of any provision of this Agreement, in addition to all other rights and remedies available at law or in equity to such Party, including the right to claim money damages for breach of any provision of this Agreement.

10.11 Limitation on Liability. The obligation of each Party under this Agreement is several (and not joint or joint and several).

## **11. Definitions and Interpretations**

11.1 Definitions. In this Agreement, unless the context requires otherwise:

“Affiliate” means, in respect of each Party, any person that, directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control with the specified Party. The term “control” (including, without limitation, the terms “controlling,” “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract or otherwise.

“Alternative Transaction” means any inquiry, proposal or offer from any person (other than the Parties) relating to (i) any direct or indirect acquisition or purchase of any capital stock or other equity interest in, or any of the businesses of, the Company, or a merger, consolidation or other business combination transaction, scheme of arrangement or plan of arrangement involving the Company or (ii) a transfer, sale or lease of any of the assets of the Company or any of its subsidiaries that are used or have been used by the Company or any of its subsidiaries in the conduct of their respective businesses.

“Applicable Laws” means any applicable law, regulation, requirements of any relevant regulatory authority and recognized stock exchange (including but not limited to the Listing Rules, the Takeovers Code and the Securities and Futures Ordinance (Cap. 571) of Hong Kong), in particular but not limited to applicable laws relating to inside information, insider dealing or the misuse of confidential or non-public price-sensitive information.

“Business Day” means any day (other than a Saturday or a Sunday) on which banks generally are open in the Hong Kong, in Malaysia, and in Taiwan, for the transaction of normal banking business.

“Company Shares” means the issued and outstanding ordinary shares, par value HK\$0.01 per share, of the Company.

“Encumbrance” means any mortgage, charge, assignment, pledge, lien, option, restriction, right of first refusal, right of preemption, right of set-off, third-party right or interest, charge, other encumbrance or security interest or right exercisable by a third party having similar effect, and any obligation, whether conditional or otherwise, to create any of the foregoing.

“HKD” or “HK\$” means Hong Kong dollar, the lawful currency of Hong Kong.

“Representative” of a Party means that Party’s officers, directors, employees, accountants, counsel, financial advisors, consultants, other advisors, commercial bankers, lending institutions, general partners, limited partners, and other potential debt and equity financing sources.

“Rollover Shareholder(s)” means the shareholder(s) of the Company who will, pursuant to the Rollover Agreement, retain their respective shareholdings in the Company upon the completion of the Transaction.

“Subscription Date” means the date on which the Parties subscribe for the Subscription Shares and complete the settlement of the Capital Contribution Amount in accordance with the terms of this Agreement, such date to be notified by AchiCapital to the other Parties with at least three (3) Business Days’ prior written notice.


“USD” or “US\$” means the United States dollar, the lawful currency of the United States of America.

11.2 Headings. Section and paragraph headings are inserted for ease of reference only and shall not affect construction. When a reference is made in this Agreement to an Article, Section, Schedule or Appendix, such reference is to an Article, Section, Schedule or Appendix of this Agreement.

*[Signature Pages Follow]*

**IN WITNESS WHEREOF**, each of the Parties hereto has caused this Agreement to be executed and delivered as of the date first above written.

**Beacon Path Limited**

By:  \_\_\_\_\_  
Name: Li-Wei Wang  
Title: Authorized signatory



**IN WITNESS WHEREOF**, each of the Parties hereto has caused this Agreement to be executed and delivered as of the date first above written.

**Supari Holdings Limited**

By:   
Name: Li-Wei Wang  
Title: Authorized signatory

**IN WITNESS WHEREOF**, each of the Parties hereto has caused this Agreement to be executed and delivered as of the date first above written.

**Digimoc Holdings Limited**

By:   
Name: KU, TA-WEI  
Title: Director

**IN WITNESS WHEREOF**, each of the Parties hereto has caused this Agreement to be executed and delivered as of the date first above written.

**Fortune Venture Capital Corporation**

By:   
Name: Kris Peng  
Title: President

**IN WITNESS WHEREOF**, each of the Parties hereto has caused this Agreement to be executed and delivered as of the date first above written.

**Hsin-Yu Chen**

Hsin Yu Chen

*[Signature Page to the Consortium Agreement]*

**IN WITNESS WHEREOF**, each of the Parties hereto has caused this Agreement to be executed and delivered as of the date first above written.

**Hsin-Tso Chen**

Hsin Tso Chen

*[Signature Page to the Consortium Agreement]*

**SCHEDULE 1**  
**OWNERSHIP STRUCTURE OF SPV**

1.	2.	3.	4.	5.
Party	Number of Subscription Shares	Percentage Ownership of SPV	Capital Contribution Amount (HKD)	Capital Contribution Amount (USD)
Beacon Path	11,309	28.04%	175,660,437	22,617,709
Supari	22,518	55.84%	349,775,061	45,036,382
Digimoc	2,500	6.20%	38,832,500	5,000,000
Fortune Venture	1,500	3.72%	23,299,500	3,000,000
Hsin-Yu Chen	1,250	3.10%	19,416,250	2,500,000
Hsin-Tso Chen	1,250	3.10%	19,416,250	2,500,000
<b>Total</b>	<b>40,327</b>	<b>100%</b>	626,399,998	80,654,091



**APPENDIX**  
**NON-DISCLOSURE AGREEMENT**

EXECUTION VERSION  
STRICTLY PRIVATE AND CONFIDENTIAL

NONDISCLOSURE AGREEMENT

Effective Date: \_\_\_\_\_

THIS NONDISCLOSURE AGREEMENT (this "Agreement") is made and entered into as of the date written above, by and between **AchiCapital Advisory Limited**, a Cayman Islands exempted company ("AchiCapital") and **Pentamaster International Limited**, a Cayman Islands exempted company ("PIL") (collectively as the "Parties" and individually as a "Party").

In consideration of the following and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. Purpose. We are interested in a commercial transaction with PIL (the "Transaction") and the Parties may provide each other with access to certain Confidential Information (as defined below) for the purposes of considering, evaluating, negotiating, assessing, pursuing or implementing the Transaction (the "Purpose"). A Party furnishing or otherwise making available any information pursuant to this Agreement is referred to in such capacity as the "Disclosing Party" and the Party receiving any information pursuant to this Agreement is referred to in such capacity as the "Receiving Party". The Disclosing Party wishes to be able to provide such confidential and proprietary information to the Receiving Party under assurance that, among other things, such information will not be disclosed, and Receiving Party shall receive such confidential information from Disclosing Party providing such assurance.

2. Definition. As used in this Agreement, the following terms have the following meanings unless otherwise specified in this Agreement:

"Affiliate" of any specified Party means any person that, directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control with the specified Party. The term "control" (including, without limitation, the terms "controlling," "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract or otherwise.

"Confidential Information" means any information disclosed by the Disclosing Party or its Representatives (as defined below) to the Receiving Party or its Representatives before or after the date of this Agreement, either directly or indirectly, in writing, orally or by inspection of tangible objects (including, without limitation, documents, prototypes, samples, plant and equipment, and any reports, recording and notes prepared in connection with the Purpose), which is provided by the Disclosing Party or its Representatives to the Receiving Party or its Representatives, regardless of whether such information is designated as "Confidential," "Proprietary" or some similar designation. Information communicated orally shall be considered Confidential Information if such information is confirmed in writing as being Confidential Information within a reasonable time after the initial disclosure. Confidential Information may also include information disclosed to the Disclosing Party by third parties. Confidential Information shall not, however, include any information which (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the Disclosing Party or its Representatives; (ii) becomes publicly known and made generally available after disclosure by the Disclosing Party or its Representatives to the Receiving Party or its Representatives through no breach of the Receiving Party or its Representatives of the terms of this Agreement; (iii) is already in the possession of the Receiving Party or its Representatives at the time of disclosure by the Disclosing Party or its Representatives as shown by the files and records of the Receiving Party or its Representatives immediately prior to the time of disclosure; (iv) is obtained by the Receiving Party or its Representatives from a third party without a breach of such third party's obligations of confidentiality to the Disclosing Party that was known or should have been known by the Receiving Party; or (v) is independently developed by the Receiving Party or its Representatives without use of or reference to the Disclosing Party's Confidential Information, as shown by



documents and other competent evidence in the possession of the Receiving Party or its Representatives.

“Law” means any law, regulation, rule, order or other similar requirement of any court or governmental, regulatory or supervisory agency, or national securities exchange (including but not limited to the Main Board Listing Rules of the Stock Exchange of Hong Kong Limited and / or The Code on Takeovers and Mergers promulgated by the Securities and Futures Commission of Hong Kong).

“person” includes any corporation, partnership, limited liability company, joint venture, other entity or individual.

“Representative” of any specified Party means such Party’s controlled Affiliates, and its and their respective directors, officers, managers, members, partners, employees, agents, professional advisors and potential providers of financing.

“Transaction Information” means information about a Transaction, including: (a) the fact that discussions are taking place with respect to a Transaction, including the status thereof; (b) any of the proposed or agreed terms, conditions or other facts with respect to a Transaction or of either Party’s consideration of a Transaction; (c) the existence or terms of this Agreement; and (d) the fact that Confidential Information has been made available to the Receiving Party.

3. Non-use and Non-disclosure. The Receiving Party agrees to use Confidential Information and Transaction Information solely for the Purpose. The Receiving Party agrees not to, without prior written consent of the Disclosing Party, disclose any Confidential Information of the Disclosing Party or Transaction Information to third parties or to such third parties’ employees, except to the Receiving Party’s Representatives who are required to have such Confidential Information or Transaction Information solely for the Purpose. The Disclosing Party agrees not to disclose any Transaction Information to any person, except for to the Disclosing Party’s Representatives for the Purpose.

Nonetheless, the Receiving Party or its Representatives may disclose Confidential Information or Transaction Information, and the Disclosing Party or its Representatives may disclose Transaction Information, in order to comply with applicable Law to the extent the Party or its Representatives (as applicable) is advised by its legal counsel that it is required to make such disclosure in order to comply with a Law, provided that the requirement to make the disclosure does not arise from the Party’s or any of its Representatives’ breach of this Agreement. To the extent practical and legally permissible, the Party shall, and shall cause its Representatives to, promptly notify the other Party of its intention to make such disclosure and provide a list of the Confidential Information that it or its Representatives (as applicable) intends to disclose prior to making such disclosure. The Party seeking to make disclosure agrees to reasonably cooperate, and to cause its Representatives to cooperate, with the other Party so that the other Party may seek, at its sole cost and expense, an appropriate protective order or other remedy. In the event that such a protective order or other remedy is not obtained, the Party seeking to make disclosure or its Representatives (as applicable) (a) will furnish only that portion of the Confidential Information or the Transaction Information that, on the advice of its legal counsel, is required by applicable Law to be disclosed and (b) will use its reasonable best efforts to obtain reasonable assurance that confidential treatment will be accorded to such information.

4. Maintenance of Confidentiality. The Receiving Party agrees that it shall, and shall cause its Representatives to, protect the secrecy of and prevent disclosure and unauthorized use of the Confidential Information of the Disclosing Party. Without limiting the foregoing, the Receiving Party shall, and shall cause its Representatives to, take at least those measures that it takes to protect its own most highly confidential information. The Receiving Party acknowledges and agrees that it will be responsible for any failure by any of its Representatives to comply with the non-use and non-disclosure provision in this Agreement, provided that the Receiving Party shall not be responsible for any breach by any of its Representatives who has agreed in writing with the Disclosing Party to be bound by the terms of this Agreement. Where the Receiving Party or its Representatives make any



copies of the Confidential Information of the Disclosing Party, the Receiving Party or its Representatives shall reproduce the Disclosing Party's proprietary rights notices on any such copies, in the same manner in which such notices were set forth in or on the original.

5. No Representation or Warranty. ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS." THE DISCLOSING PARTY AND ITS REPRESENTATIVES MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING ITS ACCURACY, COMPLETENESS OR PERFORMANCE. Only those representations and warranties made by the Disclosing Party in a subsequent written definitive agreement with the Receiving Party with respect to a Transaction, if any, will have any legal effect. Nothing herein will constitute a waiver of any claim for fraud or fraudulent misrepresentation.

6. Return or Destruction of Materials. All documents and other tangible objects containing or representing Confidential Information which have been disclosed by the Disclosing Party or its Representatives to the Receiving Party or its Representatives, and all copies thereof which are in the possession of the Receiving Party or its Representatives, shall be and remain the property of the Disclosing Party. The Receiving Party will (and will cause each of its Representatives to), at its election, promptly destroy or return to the Disclosing Party all Confidential Information (including, without limitation, all copies, extracts and other reproductions) upon the Disclosing Party's written request and confirm in writing to the Disclosing Party that such Confidential Information has been returned or destroyed. Notwithstanding the foregoing, the Receiving Party and its Representatives may retain any executed agreements related to the Transaction and any Confidential Information to the extent (a) required by Law or *bona fide* internal compliance or document retention policies or (b) it is electronically stored pursuant to automatic back-up storage or archival procedures or systems, is not readily available to an end user and cannot be expunged without considerable effort. Notwithstanding the return, destruction or retention of Confidential Information in accordance with this section, any retained Confidential Information will continue to be kept confidential and subject to the terms of this Agreement.

7. No License. Nothing in this Agreement is intended to grant any rights to the Receiving Party or its Representatives under any patent, mask work right or copyright of the Disclosing Party, nor shall this Agreement grant Receiving Party or its Representatives any rights in or to the Confidential Information of the Disclosing Party, whether directly or by implication, estoppel or otherwise, except as expressly set forth herein. To the extent that any Confidential Information includes materials subject to attorney-client privilege, the Disclosing Party is not waiving, and will not be deemed to have waived or diminished, its attorney work-product protections, attorney-client privileges or similar protections and privileges as a result of disclosing any of the Confidential Information (including any such Confidential Information related to pending or threatened litigation) to the Receiving Party or its Representatives.

8. Term. This Agreement shall terminate on the earlier of (i) the execution of definitive and binding documents relating to the Transaction, and (ii) the date falling 12 months after the date of this Agreement, provided that each Party will retain the right to seek all remedies available to it in respect of any breach of the terms of this Agreement occurring prior to its expiration.

9. No Breach of Securities Law. Each of the Parties hereby confirms that it is aware that the Hong Kong and Malaysian securities laws prohibit any person who has material non-public information about a company from purchasing or selling securities of such company on the basis of such information or from communicating such information to any other person under circumstances in which it is reasonably foreseeable that such person may purchase or sell such securities.

Each of the Parties hereby further confirms that it will take any action necessary or appropriate to prevent its use of any Confidential Information in a way that violates any applicable Laws.

10. No Binding Agreement. Unless and until there is a written definitive agreement between the Parties with respect to a Transaction, neither Party nor any of its Representatives will be deemed to

have made any commitment or otherwise incurred any obligation, or will have any commitment or obligation, to consider or conclude any Transaction.

11. Miscellaneous. This Agreement shall bind and inure to the benefit of the Parties hereto and their successors and assigns. This Agreement and any claims or disputes arising out of or relating to this Agreement shall be governed by the laws of Hong Kong, without reference to conflict of laws principles. This document contains the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all other agreements, whether oral or written, between the Parties with respect to such subject matter. Neither Party shall have any obligation, express or implied by law, with respect to trade secret or proprietary information of the other Party except as set forth herein. Any failure or delay to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision, nor will any single or partial enforcement of any provision of this Agreement preclude any other or further enforcement thereof or of any other provision. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both Parties hereto. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision of this Agreement, which will remain in full force and effect. If any provision of this Agreement is determined to be unenforceable, then the Parties contemplate that the court making such determination will modify such provision and enforce it in its modified form for all purposes contemplated by this Agreement. Each Party agrees that any violation or threatened violation of this Agreement may cause irreparable injury to the other Party, entitling the other Party to seek specific performance, injunctive and other equitable relief as remedy for any violation (in each case, without the requirement of posting a bond or security or proving damages) in addition to all legal remedies. Each Party agrees that it will not, and will cause its Representatives not to, oppose the granting of such relief on the basis that the other Party has an adequate remedy at law. A person who is not a Party has no right under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) to enforce any term of this Agreement (as varied from time to time) but this does not affect any right or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong). Notwithstanding any provision of this Agreement, this Agreement may be terminated or rescinded and any term may be amended, varied or waived without the consent of any third party. This Agreement may be executed in one or more counterparts and by scanned computer image (such as pdf), each of which will be deemed to be an original copy of this Agreement.

*[Signature Page Follows]*



IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered as of the day and year first above written.

**AchiCapital Advisory Limited**

By:

  
\_\_\_\_\_

Name: Wang, Li Wei

Title: Director

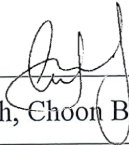
Address: No.156, Sec. 4, Xinyi Rd., Daan  
Dist., Taipei City 106049,  
Taiwan

Fax: /

Email: justinwang@achicapital.com

**Pentamaster International Limited**

By:

  
\_\_\_\_\_

Name: Chuah, Choon Bin

Title: Executive Chairman

Address: Plot 18 & 19, Technoplex  
Medan Bayan Lepas  
Taman Perindustrian Bayan Lepas  
Phase IV, 11900 Penang  
Malaysia

Fax:

Email: