

THIS DEED is made on 21 April 2021

BY

- (1) **ELITE FOSTER INTERNATIONAL INVESTMENT LIMITED** (卓培國際投資有限公司), a company incorporated in the British Virgin Islands with limited liability, and having its registered office at OMC Chambers, Wickhams Cay 1, Road Town, Tortola, British Virgin Islands (the “**Relevant Shareholder**”)

IN FAVOUR OF

- (2) **HONG KONG AEROSPACE TECHNOLOGY GROUP LIMITED** (香港航天科技集團有限公司), a company incorporated in Hong Kong with limited liability, and having its registered office at 13/F, St. John’s Building, 33 Garden Road, Central, Hong Kong (the “**Offeror**”); and
- (3) **ETERNITY TECHNOLOGY HOLDINGS LIMITED** (恒達科技控股有限公司) (“**Eternity Technology**”), a company incorporated in the Cayman Islands with limited liability whose shares are listed on The Stock Exchange of Hong Kong Limited (the “**Stock Exchange**”) (stock code: 1725)(“**Eternity Technology**”).

WHEREAS:

- (1) As at the date of this Deed, the Relevant Shareholder is the holder of 33,750,000 shares (the “**Relevant Shares**”) of HK\$0.01 each in the issued share capital of Eternity Technology and the number of issued shares of Eternity Technology (“**Share(s)**”) is 300,000,000 ordinary Shares.
- (2) The Offeror intends to make a mandatory unconditional cash offer to acquire all the issued Shares (other than those already owned and/or agreed to be acquired by the Offeror and/or parties acting in concert (as defined in the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong) (“**SFO**”)) with it) (the “**Offer**”).

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. The Relevant Shareholder hereby unconditionally and irrevocably agrees and undertakes to the Offeror and Eternity Technology that, prior to the closing date of the Offer, it:
- (a) will not tender or otherwise make any of the Relevant Shares available for acceptance under the Offer; and
 - (b) will not whether directly or indirectly, dispose of, charge, pledge, grant any option over or otherwise dispose of or create any encumbrances in respect of the Relevant Shares.

2. This Deed shall be terminated and of no legal effect immediately if the Offer is withdrawn or closed.
3. This Deed shall extend to any revised offer by or on behalf of the Offeror for the Shares, and all references in this undertaking to the Offer shall be construed accordingly.
4. The Relevant Shareholder hereby authorises and consents to:
 - (a) the announcements or other documents in relation to the Offer containing references to the Relevant Shareholder, the Relevant Shares held by it, the particulars of this Deed and the execution of this Deed to be published on the websites of the Stock Exchange and Eternity Technology, and for this Deed to be put on display and made available for public inspection; and
 - (b) the original or a copy of this Deed to be delivered to the Stock Exchange and/or the Securities and Futures Commission of Hong Kong (the “SFC”),

if (i) required by applicable law, regulations to whom the Offeror and/or Eternity Technology is subject or by any securities exchange (including the Stock Exchange) or any supervisory or regulatory body (including the SFC), or (ii) it is deemed appropriate by the Offeror in connection with the Offer.
5. The Relevant Shareholder hereby undertakes to the Offeror and Eternity Technology that it shall at all times keep all information provided by the Offeror and/or Eternity Technology in relation to the Offer (including but not limited to those information in relation to the Offer as set out herein), the content of this Deed and the execution of this Deed confidential (collectively, “**Confidential Information**”) and shall not disclose or divulge any of such Confidential Information to any third party or for its own use or for obtaining any form of benefit. The Relevant Shareholder hereby agrees, acknowledges and undertakes that it shall not conduct any form of dealings in the Shares prior to the publication of the joint announcement in relation to the Offer by the Offeror and Eternity Technology on the websites of the Stock Exchange and Eternity Technology, and further agrees, acknowledges and undertakes that it would for the reason of execution of this Deed become an insider under the SFO and shall comply with all relevant requirements under the SFO.
6. Without prejudice to any rights or remedies, the Relevant Shareholder acknowledges and agrees that damages may not be an adequate remedy for any breach of its obligations under this Deed, and the Offeror and/or Eternity Technology shall be entitled to the remedies of injunction, specific performance and other equitable relief for any breach of such obligations without proof of special damages.
7. This Deed is governed by and shall be construed in accordance with the laws of the Hong Kong Special Administrative Region of the People’s Republic of China (“**Hong Kong**”), and each party hereby agrees to submit to the non-exclusive jurisdiction of the courts of Hong Kong.

