

Dated 22 September 2023

Wison Engineering Services Co. Ltd.
惠生工程技术服务有限公司
(for itself and on behalf of its subsidiaries)

and

Wison Group Holding Limited
惠生控股(集团)有限公司
(for itself and on behalf of the Wison Holding Entities)

Engineering Design Framework Agreement

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ENGINEERING DESIGN FRAMEWORK AGREEMENT

THIS AGREEMENT is made on 22 September 2023 by and between:

- (1) Wison Engineering Services Co. Ltd. 惠生工程技术服务有限公司 (“Listco”, together with its subsidiaries, “Listco Group”), a company incorporated in the Cayman Islands with limited liability whose registered office is at Cricket Square, Hutchins Drive, P.O. Box 2681, Grand Cayman, KY1-1111, Cayman Islands and whose principal place of business in Hong Kong is at Suite 2507, 25/F, Central Plaza, 18 Harbour Road, Wan Chai, Hong Kong, for itself and on behalf of its subsidiaries; and
- (2) Wison Group Holding Limited 惠生控股(集团)有限公司 (“Wison Holding”) , a company incorporated under the laws of British Virgin Islands, whose registered office is at Trident Chambers, P.O. Box 146, Road Town, Tortola, British Virgin Islands, for itself and on behalf of the Wison Holding Entities (as defined below);

collectively referred to as the “Parties” or, individually, a “Party”.

WHEREAS:

- (A) Wison Engineering Ltd. (“Wison Engineering”, an indirect wholly-owned subsidiary of the Listco) and Shanghai Wison Offshore & Marine Co., Ltd. (“Shanghai Wison Marine”, an indirect wholly-owned subsidiary of Wison Holding) entered into a topside engineering design contract dated 16 November 2022 (the “Topside Engineering Design Contract”), pursuant to which Wison Engineering was engaged by Shanghai Wison Marine to carry out the topside engineering design for the Marine XII Congo LNG Project.
- (B) Wison Engineering and Shanghai Wison Marine entered into a topside engineering design contract dated 18 May 2023 (the “EPCIC Stage Topside Engineering Design Contract”), pursuant to which Wison Engineering was engaged by Shanghai Wison Marine to carry out the topside engineering design for EPCIC stage of the Marine XII Offshore FLNG Project.
- (C) Wison Holding Entities (including Shanghai Wison Marine) desire to procure, and Listco Group (including Wison Engineering) is willing to provide, engineering design services from time to time, subject to the terms and conditions hereof.

NOW, THEREFORE, the Parties agree as follows:

1 INTERPRETATION

1.1 In this Agreement:

“Agreement” means this engineering design framework agreement and any amendments to it from time to time;

“Applicable Laws” means the legal requirements under provisions of the corporate, securities, tax and other laws, rules, regulations, by-laws and government orders, or of injudicial or other governmental investigation or proceeding, and the rules of any applicable stock exchange (including the Listing Rules) or national market system, of any jurisdiction applicable to any of the Parties or this Agreement;

“Business Day” means a day (other than a Saturday or Sunday) on which banks are generally open in Hong Kong for business;

“Hong Kong” means the Hong Kong Special Administrative Region of the PRC;

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

“PRC” means the People’s Republic of China (excluding, for the purposes of this Agreement, Hong Kong, Macau Special Administrative Region of the PRC and Taiwan);

“Services” is defined in clause 2.1 below and means each of the services specified in Schedule 1 hereto;

“Service Charges” is defined in clause 3.1 below and means the charges for the Services specified in Schedule 1 hereto;

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

“subsidiaries” has the meaning set forth in the Listing Rules; and

“Wison Holding Entities” means, collectively, Wison Holding, its subsidiaries and any companies in which Wison Holding or its subsidiaries can exercise or control the exercise of 30% or more of the voting power at general meetings and/or control the composition of a majority of the board of directors (in each case excluding the subsidiaries of Wison Holding), and “Wison Holding Entity”

means any one of them.

- 1.2 In this Agreement, unless the context otherwise requires:
- (a) a reference to the singular shall include the plural and vice versa;
 - (b) references to persons includes individuals, bodies corporate (wherever incorporated), unincorporated associations and partnerships;
 - (c) the headings are inserted for convenience only and do not affect the construction of this Agreement; and
 - (d) the words “other”, “including” and “in particular” shall not limit the generality of any preceding words or be construed as being limited to the same class as any preceding words where a wider construction is possible.
- 1.3 The Schedule to this Agreement forms part of this Agreement.

2 OBLIGATIONS OF WISON HOLDING ENTITIES AND LISTCO GROUP

- 2.1 Subject to clause 3 below, during the continuance of this Agreement, at the request of Wison Holding Entities, Listco Group shall, following the principal terms of this Agreement, from time to time provide to Wison Holding Entities the services as specified in the Schedule 1 hereto (the “Services”).
- 2.2 For each particular engineering design project, the relevant Wison Holding Entity and the relevant member of Listco Group shall, following the principal terms of this Agreement, enter into separate implementation agreement(s) to set out the detailed work scope and specific terms and conditions of the Services to be provided by the relevant member of Listco Group. The relevant Wison Holding Entity may from time to time negotiate and agree with the relevant member of Listco Group to adjust the scope of work, specification of the engineering design, service charges, settlement arrangements and other payment-related terms and conditions under such implementation agreement(s).
- 2.3 This Agreement covers and governs the contractual relationship between Wison Engineering and Shanghai Wison Marine under the Topside Engineering Design Contract and the EPCIC Stage Topside Engineering Design Contract, as well as any future arrangements to be entered into between the relevant Wison Holding Entity and the relevant member of Listco Group in relation to the provision of Services during the continuance of this Agreement. For the avoidance of doubt, the terms and conditions of the Topside Engineering Design Contract and the EPCIC Stage Topside Engineering Design Contract shall not be affected by this

Agreement.

- 2.4 Listco Group shall use its best endeavours to make available such Services to Wison Holding Entities as Wison Holding Entities may from time to time request within a reasonable period of time.

3 SERVICE CHARGES

- 3.1 In consideration of the provision of the Services, Wison Holding Entities shall pay to Listco Group the service charges as determined in accordance with the provisions in Schedule 1 hereto for Services (the "Service Charges").
- 3.2 Notwithstanding the amount payable pursuant to clause 3.1 above, each of the relevant Wison Holding Entity and the relevant member of Listco Group shall solely bear all operation costs including office equipment, computers, personnel, telephone, telex, cable and postage, printing and stationery, insurance and other expenses incurred by it in performing its obligations under this Agreement.

4 BOOKS OF ACCOUNT AND DISPUTE OF SERVICE CHARGES

- 4.1 Each relevant member of Listco Group shall keep at its principal place of business accurate and complete records of the actual time incurred by its staff in the provision of the Services and of all details necessary to enable its issuance of invoice to the relevant Wison Holding Entity in respect of the relevant Service Charges payable ("Invoice"). Each relevant member of Listco Group shall maintain its books and records for a period of at least three (3) years after the termination or expiration of this Agreement. Each relevant Wison Holding Entity and its agents shall have the right, during regular business hours and at its expense, to inspect at the principal place of business of the relevant member of Listco Group, the books and records maintained by such relevant member of Listco Group and to make or cause to be made extracts or copies of such books and records.
- 4.2 If the relevant Wison Holding Entity shall not agree with any Invoice(s) (the "Disagreeing Party"), it may refer the matter in dispute to the auditors from time to time of the relevant member of Listco Group (the "Auditors") (acting as experts and not as arbitrators) to be determined as soon as practicable. The determination

of the Auditors shall be final and binding upon the parties. The costs of obtaining the Auditors' determination shall be borne by the Disagreeing Party if the amount stated in the relevant Invoice(s) exceeds the amount determined by the Auditors (the difference between the two amounts being the "Excess") and the Excess constitutes five per cent. (5%) or more of the amount stated in the Invoice(s). If the Disagreeing Party had paid any amount under the Invoice(s) in question, the relevant member of Listco Group shall be liable to repay any Excess plus interest thereon (in the manner and at the rate to be determined between the Disagreeing Party and the relevant member of Listco Group) for each day elapsed between the payment of the Excess by the Disagreeing Party and the date of repayment of the Excess pursuant to this clause. If the Excess constitutes less than five per cent. (5%) of the amount stated in the Invoice(s), the Disagreeing Party shall bear the costs of obtaining the Auditors' determination as well as pay the interest (in the manner and at the rate to be determined between the Disagreeing Party and the relevant member of Listco Group) on any overdue Service Charges as stipulated in the Invoice(s) in question and the relevant member of Listco Group shall not be liable to repay any Excess or pay interest thereon to the Disagreeing Party.

- 4.3 Without limiting the right of a Disagreeing Party in clause 4.2 above, Wison Holding may forthwith terminate this Agreement by notice in writing to Listco if the amount of any Excess constitutes twenty per cent. (20%) or more of the amount stated in the Invoice(s).

5 INDEMNIFICATION

- 5.1 Each Party (referred to in this clause as the "Indemnifier") shall indemnify and hold harmless the other Party, its associates (which shall have the same meaning ascribed to it under the Listing Rules), successors and assigns from and against any and all third party claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or related to any breach, wilful default or gross negligence on the part of the Indemnifier in the performance of this Agreement.
- 5.2 This clause 5 shall survive termination of this Agreement.

6 EXCLUSIONS OF LIABILITY

6.1 To the extent permitted by Applicable Laws and notwithstanding any provision to the contrary in this Agreement, in no event and under no circumstances shall either Party be liable to the other Party for damages for loss of anticipated profits, loss of business or loss of revenues, or for indirect, incidental, consequential or special damages (even if that Party has been advised of the possibility of such damages), arising out of or in connection with the performance under or failure to perform any provision of this Agreement or this Agreement (including such damages incurred by third parties), irrespective of whether such claims for such damages be used on contract, tort or otherwise at law, subject to such failure is beyond the reasonable control of the defaulting Party.

6.2 This clause 6 shall survive termination of this Agreement.

7 CONFIDENTIALITY

7.1 During the continuance of this Agreement and a period of one (1) year thereafter, each Party shall use and reproduce the other Party's Confidential Information (as defined below) only for the purposes of this Agreement and only to the extent necessary for such purpose and will restrict disclosure of the other Party's Confidential Information to its employees, consultants or independent contractors on a "need to know" basis and will not disclose the other Party's Confidential Information to any third party without the prior written approval of the relevant Party.

Notwithstanding the foregoing, it will not be a breach of this Agreement for either Party to disclose Confidential Information of another Party if required to do so under any Applicable Laws, provided the other Party has been given prior written notice and the disclosing Party has sought all available safeguards against widespread dissemination prior to such disclosure to the extent possible and permitted under the Applicable Laws. As used in this Agreement, the term "Confidential Information" refers to:

- (a) the terms and conditions of this Agreement;
- (b) each Party's trade secrets, business plans, strategies, methods and/or practices, proprietary and technical information and technology, source codes, listings, documentations, specifications, designs, business and commercial information; and
- (c) any other information relating to any Party or its business that is not generally known to the public, including but not limited to information about any

Party's personnel, products, customers, marketing strategies, services or future business plans.

- 7.2 Notwithstanding the foregoing, Confidential Information specifically excludes:
- (a) information that is now in the public domain or subsequently enters the public domain by publication or otherwise through no action or fault of the recipient;
 - (b) information that is known to the recipient without restriction, prior to receipt from the disclosing Party, from its own independent sources as evidenced by the recipient's written records, and which was not acquired, directly or indirectly, from the disclosing Party.
 - (c) information that any Party receives from any third party reasonably known by such receiving Party to have a legal right to transmit such information, and not under any obligation to keep such information confidential.
- 7.3 Listco Group, in the course of providing the Services to Wison Holding Entities, agrees that all notes, memoranda, records and writings made by its employees relating to the business of Wison Holding Entities shall be and remain the property of Listco Group and neither it nor any of its employees shall be entitled to, shall retain, any copies thereof and that it shall procure all of the relevant employees to hand over the same to the other Party from time to time on demand and in any event upon the termination of this Agreement.
- 7.4 This clause 7 shall survive termination of this Agreement.

8 TERM AND TERMINATION

- 8.1 This Agreement shall take effect from the date on which approval by the shareholders of the Listco is obtained in the manner set out in the Applicable Laws and shall, unless terminated in accordance with clause 8.2 below, remain in force until 31 December 2025. For the avoidance of doubt, any implementation agreement in relation to provision of Services under this Agreement shall also expire on or before 31 December 2025.
- 8.2 Notwithstanding anything to the contrary herein contained and subject to clause 4.3 above, either Party shall be entitled to forthwith terminate this Agreement:
- (a) if the other Party (referred to in this paragraph (a) as the "Defaulter") is in material breach of this Agreement which is not cured within thirty (30) days

- after written notice of the breach has been issued to the Defaulter;
- (b) if the other Party becomes insolvent, or makes an assignment for the benefit of its creditors, or a receiver is appointed for its business;
 - (c) if the other Party becomes prohibited by law from fulfilling its duties and/or obligations hereunder;
 - (d) if the other Party shall be guilty of misconduct which tend to bring either (i) any Wison Holding Entity or (ii) Listco or any of its subsidiaries, as the case may be, into disrepute; or
 - (e) where applicable, if Listco fails to obtain or maintain the necessary approval from its shareholders or a waiver from the Stock Exchange pursuant to the Listing Rules in respect of this Agreement and the transactions contemplated hereunder.

8.3 Notwithstanding any other provision in this Agreement, either Party shall have the right to terminate any of the Services in whole or in part by providing prior written notice of not less than ninety (90) days to the other Party. For the avoidance of doubt, termination of provision of any part of the Services shall not prejudice provision of the remaining Services under this Agreement.

8.4 Termination or expiry of this Agreement will not release either Party from any liability which at the time of termination or expiry has already accrued to the other Party, nor affect in any way the survival of any provision of this Agreement to the extent it is expressly stated to survive such termination, any other right, duty or obligation of the Parties which is expressly stated elsewhere in this Agreement to survive such termination or expiry.

9 ASSIGNMENT

Each of the Parties shall not, and it must not purport to, assign, transfer, charge or otherwise deal with all or any of its rights and/or obligations under this Agreement without the prior written consent of the other Party.

10 NOTICES

10.1 Any notice to be given by one Party to the other under, or in connection with, this Agreement must be in writing and signed by or on behalf of the Party giving it. It must be served by sending it by fax to the number set out in clause 10.2, or

delivering it by hand, or sending it by pre-paid recorded delivery, special delivery or registered post, to the address set out in clause 10.2, and in each case marked for the attention of the relevant Party (or as otherwise notified from time to time in accordance with the provisions of this clause 10). Any notice so served by hand, fax or post will be deemed to have been duly given:

- (a) in the case of delivery by hand, when delivered;
- (b) in the case of fax, at the time of transmission;
- (c) in the case of prepaid recorded delivery, special delivery or registered post, at 10.00 am on the second Business Day following the date of posting, provided that in each case where delivery by hand or by fax occurs after 6.00 pm on a Business Day or on a day which is not a Business Day, service shall be deemed to occur at 9.00 am on the next following Business Day.

References to time in this clause are to local time in the country of the addressee.

10.2 The addresses and fax numbers of the Parties for the purpose of clause 10.1 are as follows:

(a) Wison Engineering Services Co. Ltd.:

Address: 633 Zhongke Road,
Zhangjiang Hi-Tech Park,
Pudong New Area,
Shanghai 201210, P.R.C.

Fax: +86 (21)20807222

Attention: Board of Directors

(b) Wison Group Holding Limited:

Address: 633 Zhongke Road,
Zhangjiang Hi-Tech Park,
Pudong New Area,
Shanghai 201210, P.R.C.

Fax: +86(21) 20306868

Attention: Board of Directors

10.3 A Party may notify the other Party to this Agreement of a change to its name, relevant addressee, address or fax number for the purposes of this clause 10, provided that, such notice will only be effective on:

- (a) the date specified in the notice as the date on which the change is to take place;
- or

- (b) if no date is specified or the date specified is less than five (5) Business Days after the date on which notice is given, the date following five (5) Business Days after notice of any change has been given.

10.4 All notices under or in connection with this Agreement must be in the English language or, if in Chinese, accompanied by a translation into English. In the event of any conflict between the English text and the Chinese text, the English text will prevail.

11 WAIVERS

No failure or delay by either Party in exercising any right or remedy provided by law under or pursuant to this Agreement will impair such right or remedy, or operate or be construed as a waiver or variation of it, or preclude its exercise at any subsequent time. No single or partial exercise of any such right or remedy will preclude any other or further exercise of it or the exercise of any other right or remedy.

12 REMEDIES CUMULATIVE

The rights and remedies of each of the Parties under or pursuant to this Agreement are cumulative, may be exercised as often as such Party considers appropriate and are in addition to its rights and remedies under general law.

13 AMENDMENT

This Agreement shall not be varied, modified or cancelled in any respect unless such variation, modification or cancellation shall be expressly agreed in writing by the Parties.

14 SEVERABILITY

If and to the extent any provision of this Agreement is held to be illegal, void or unenforceable, such provision will be given no effect and will be deemed not to be included in the Agreement, but without invalidating any of the remaining

provisions of this Agreement.

15 FORCE MAJEURE

15.1 Neither Party will be liable for any failure or delay in performing any of its obligations under or pursuant to this Agreement, if such failure or delay is due to force majeure, and it will be entitled to a reasonable extension of the time for performing such obligations as a result of such cause.

15.2 For the purpose of this clause 15, “force majeure” means any circumstances not foreseeable at the date of this Agreement and not within the reasonable control of the Party in question including, without prejudice to the generality of the foregoing, acts by government authorities, strikes, lockouts, shortages of labour or raw materials, civil commotion, riot, invasion, war, threat of or preparation for war, fire, explosion, storm, flood, earthquake, lightening, subsidence, epidemic or other natural physical disaster, but excluding shortage of funds or financing.

16 ENTIRE AGREEMENT

This Agreement sets out the entire agreement and understanding of the Parties and, subject to clause 2.3 above, supersedes any and all prior agreements, arrangements and understandings between the Parties in respect of the subject matter of this Agreement. Subject to clause 2.3 above, it is agreed that:

- (a) neither Party has entered into this Agreement in reliance upon any representation, warranty or undertaking of the other Party which is not expressly set out or referred to in this Agreement;
- (b) neither Party will have any remedy in respect of misrepresentation or untrue statement made by the other Party which is not contained in this Agreement; and
- (c) this clause will not exclude any liability for, or remedy in respect of, fraudulent misrepresentation.

17 LEGAL RELATIONSHIP

Nothing in this Agreement will be construed or interpreted as constituting the relationship between the Parties as that of partners. Each Party is and shall for all purposes hereof be deemed to be an independent contractor. Save as provided in

this Agreement, neither Party shall not have the power or authority to act on behalf of or bind the other Party in any way or to contract in the name of and create a liability against the other Party.

18 GOVERNING LAW AND DISPUTE RESOLUTION

18.1 This Agreement shall be governed by and construed in accordance with laws of Hong Kong.

18.2 Any dispute, controversy or claim which may arise out of or in connection with this Agreement, or the breach, termination or invalidity thereof (including the validity, scope and enforceability of this provision), shall be settled by arbitration in Hong Kong in accordance with the UNCITRAL Arbitration Rules as at present in force and as may be amended by the rest of this clause. The appointing authority shall be the Hong Kong International Arbitration Centre. The place of arbitration shall be in Hong Kong at Hong Kong International Arbitration Centre. The number of arbitrator shall be one. The arbitration proceedings shall be conducted in English.

19 COUNTERPARTS

This Agreement may be executed in any number of counterparts and by the Parties to it on separate counterparts, each of which is an original but all of which together constitute one and the same instrument.

Schedule 1
Engineering Design Services and Service Charges

Description	Service Charges
<p>Listco Group to provide Wison Holding Entities with:</p> <p>a) engineering design services in oil, gas and petrochemical areas in relation to the business operations of the Wison Holding Entities from time to time; and</p> <p>b) such other advice and assistance as may be agreed upon by the Parties (including but not limited to advice and assistance at project bidding stage for successful acquisition of projects).</p>	<p>Service Charges shall consist of two parts as follows:</p> <p>a) service fees: based on the amount of time incurred by the qualified personnel assigned to provide the Services at an hourly rate, such individual hourly rate to be determined with reference to the relevant qualified personnel's experience and seniority and the market rates for the remuneration of such qualified personnel; and</p> <p>b) out-of-pocket expenses: based on the expenses actually incurred to accomplish the Service.</p>

Execution Page

IN WITNESS WHEREOF, this agreement has been signed by the authorised representatives of the Parties on the day and year first written above.

For and on behalf of

Wison Engineering Services Co. Ltd.

惠生工程技术服务有限公司




Authorised Signatory
Name: Zhou Hongliang
Title: Director

For and on behalf of

Wison Group Holding Limited

惠生控股(集团)有限公司




Authorised Signatory
Name: Liu Hongjun
Title: