# FORM SC 13D/A

Schedule filed to report acquisition of beneficial ownership of 5% or more of a class of equity securities [amend]

Filing Date: **2022-10-03**
**SEC Accession No.** 0001171843-22-006340

(HTML Version on secdatabase.com)

## SUBJECT COMPANY

**O2MICRO INTERNATIONAL LTD**

CIK:**1095348**| IRS No.: **000000000** | Fiscal Year End: **1231**
Type: **SC 13D/A** | Act: **34** | File No.: **005-61085** | Film No.: **221285801**
SIC: **3674** Semiconductors & related devices

Mailing Address
*GRAND PAVILION*
*COMMERCIAL CENTRE*
*WEST BAY ROAD*
*GRAND CAYMAN E9*
*KY1-1209*

Business Address
*THE GRAND PAVILLION*
*WEST BAY ROAD PO BOX*
*32331 SMB*
*GEORGE TOWN, GR CAY E9*
*00000*
*345-945-1110*

## FILED BY

**Kuo Chuan-Chiung**

CIK:**1932490**
Type: **SC 13D/A**

Mailing Address
*3F., NO. 1, SEC. 4, NANJING*
*E. ROAD*
*SONGSHAN DISTRICT*
*TAIPEI CITY F5 105*

**UNITED STATES**
**SECURITIES AND EXCHANGE COMMISSION**
**WASHINGTON, D.C. 20549**

**SCHEDULE 13D**

**Under the Securities Exchange Act of 1934**
**(Amendment No. 2)***

**$O_2$Micro International Limited**
(Name of Issuer)

**Ordinary Shares, par value US$0.00002 per share**
(Title of Class of Securities)

67107W100*
(CUSIP Number)


**Du Shyun-Dii Sterling**
**RmB, 2Fl, Zhangjian Mansion**
**No 289, Chun Xiao Rd, Pudong New Area**
**Shanghai Free Trade Zone**
**China 201203**
**Telephone: (408) 987-5920**

**Kuo Chuan-Chiung**
**3F., No. 1, Sec. 4**
**Nanjing E. Road**
**Songshan District**
**Taipei City, Taiwan 105**
**Telephone: (408) 987-5920**

**Right Dynamic Investments Limited**
**FNOF Precious Honour Limited**
**c/o Suite 3720, Jardine House**
**1 Connaught Place, Central**
**Hong Kong**
**Telephone: (852) 2598-2598**

*With copies to:*

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**Gibson, Dunn & Crutcher LLP**
**Unit 1301, Tower 1, China Central Place**
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**Beijing 100025**
**People's Republic of China**
**+86 10 6502 8500**


(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

**September 30, 2022**
(Date of Event Which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box. ☐

**Note:** Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule 13d-7 for other parties to whom copies are to be sent.

***** The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("**Act**") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

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| | | | | |
|---|---|---|---|---|
| 1 | NAMES OF REPORTING PERSONS<br><br>Du Shyun-Dii Sterling ("**Mr. Du**") | | | |
| 2 | CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP | | | (a) ☒<br>(b) ☐ |
| 3 | SEC USE ONLY | | | |
| 4 | SOURCE OF FUNDS<br><br>SC | | | |
| 5 | CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(e) or 2(f) | | | ☐ |
| 6 | CITIZENSHIP OR PLACE OF ORGANIZATION<br><br>Taiwan | | | |
| NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH | | 7 | SOLE VOTING POWER | 42,584,900 |
| | | 8 | SHARED VOTING POWER | 93,109,650 |
| | | 9 | SOLE DISPOSITIVE POWER | 135,694,550(1) |
| | | 10 | SHARED DISPOSITIVE POWER | 0 |
| 11 | AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON | | | |

| | |
|---|---|
| | 135,694,550 Ordinary Shares (as defined below)[1] |
| 12 | CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES ☐ |
| 13 | PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)<br>8.93%[2] |
| 14 | TYPE OF REPORTING PERSON<br>IN |

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(1) Consists of: (i) 93,109,650 Ordinary Shares in the form of ADSs held by Mr. Du, and (ii) 42,584,900 Ordinary Shares that Mr. Du may purchase upon exercise of options within 60 days after the date hereof.

(2) Percentage calculated based on 1,518,698,700 Ordinary Shares deemed to be outstanding with respect to the Reporting Persons (as defined below), which consists of: (i) 1,459,298,000 Ordinary Shares outstanding as of September 28, 2022, as set forth in the Merger Agreement (as defined below) and (ii) an aggregate of 59,400,700 Ordinary Shares issuable to Messrs. Du and Kuo upon exercise of their options within 60 days after the date hereof.

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| | | | |
|---|---|---|---|
| 1 | NAMES OF REPORTING PERSONS<br>Kuo Chuan-Chiung ("**Mr. Kuo**") | | |
| 2 | CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP | | (a) ☒<br>(b) ☐ |
| 3 | SEC USE ONLY | | |
| 4 | SOURCE OF FUNDS<br>SC | | |
| 5 | CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(e) or 2(f) | | ☐ |
| 6 | CITIZENSHIP OR PLACE OF ORGANIZATION<br>Taiwan | | |
| NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH | 7 | SOLE VOTING POWER | 16,815,800 |
| | 8 | SHARED VOTING POWER | 27,450,100 |
| | 9 | SOLE DISPOSITIVE POWER | 44,265,900[1] |
| | 10 | SHARED DISPOSITIVE POWER | 0 |
| 11 | AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON<br>44,265,900 Ordinary Shares[1] | | |
| 12 | CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES | | ☐ |
| 13 | PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) | | |

| | |
|---|---|
| | 2.91%(2) |
| 14 | TYPE OF REPORTING PERSON<br><br>IN |

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(1) Consists of: (i) 27,450,100 Ordinary Shares in the form of ADSs held by Mr. Kuo and (ii) 16,815,800 Ordinary Shares that Mr. Kuo may purchase upon exercise of options within 60 days after the date hereof.

(2) Percentage calculated based on 1,518,698,700 Ordinary Shares deemed to be outstanding with respect to the Reporting Persons, which consists of: (i) 1,459,298,000 Ordinary Shares outstanding as of September 28, 2022, as set forth in the Merger Agreement and (ii) an aggregate of 59,400,700 Ordinary Shares issuable to Messrs. Du and Kuo upon exercise of their options within 60 days after the date hereof.

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| | | | |
|---|---|---|---|
| 1 | NAMES OF REPORTING PERSONS<br><br>FNOF Precious Honour Limited | | |
| 2 | CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP | | (a) ☒<br>(b) ☐ |
| 3 | SEC USE ONLY | | |
| 4 | SOURCE OF FUNDS<br><br>OO | | |
| 5 | CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(e) or 2(f) | | ☐ |
| 6 | CITIZENSHIP OR PLACE OF ORGANIZATION<br><br>British Virgin Islands | | |
| NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH | 7 | SOLE VOTING POWER | 0 |
| | 8 | SHARED VOTING POWER | 246,621,000(1) |
| | 9 | SOLE DISPOSITIVE POWER | 0 |
| | 10 | SHARED DISPOSITIVE POWER | 0 |
| 11 | AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON<br><br>246,621,000 Ordinary Shares(1) | | |
| 12 | CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES | | ☐ |
| 13 | PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)<br><br>16.24%(2) | | |

| | |
|---|---|
| 14 | TYPE OF REPORTING PERSON<br><br>CO |

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(1) Represents 246,621,000 Ordinary Shares (including Shares represented by ADSs) that are subject to the Irrevocable Proxy (as defined below) pursuant to the Support Agreement (as defined below).

(2) Percentage calculated based on 1,518,698,700 Ordinary Shares deemed to be outstanding with respect to the Reporting Persons, which consists of: (i) 1,459,298,000 Ordinary Shares outstanding as of September 28, 2022, as set forth in the Merger Agreement and (ii) an aggregate of 59,400,700 Ordinary Shares issuable to Messrs. Du and Kuo upon exercise of their options within 60 days after the date hereof.

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| | | | |
|---|---|---|---|
| 1 | NAMES OF REPORTING PERSONS<br><br>Right Dynamic Investments Limited | | |
| 2 | CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP | | (a) ☒<br>(b) ☐ |
| 3 | SEC USE ONLY | | |
| 4 | SOURCE OF FUNDS<br><br>OO | | |
| 5 | CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(e) or 2(f) | | ☐ |
| 6 | CITIZENSHIP OR PLACE OF ORGANIZATION<br><br>British Virgin Islands | | |
| NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH | 7 | SOLE VOTING POWER | 0 |
| | 8 | SHARED VOTING POWER | 246,621,000(1) |
| | 9 | SOLE DISPOSITIVE POWER | 0 |
| | 10 | SHARED DISPOSITIVE POWER | 0 |
| 11 | AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON<br><br>246,621,000 Ordinary Shares(1) | | |
| 12 | CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES | | ☐ |
| 13 | PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)<br><br>16.24%(2) | | |
| 14 | TYPE OF REPORTING PERSON<br><br>CO | | |

(1) Represents 246,621,000 Ordinary Shares (including Shares represented by ADSs) that are subject to the Irrevocable Proxy pursuant to the Support Agreement (as defined below).

(2) Percentage calculated based on 1,518,698,700 Ordinary Shares deemed to be outstanding with respect to the Reporting Persons, which consists of: (i) 1,459,298,000 Ordinary Shares outstanding as of September 28, 2022, as set forth in the Merger Agreement and (ii) an aggregate of 59,400,700 Ordinary Shares issuable to Messrs. Du and Kuo upon exercise of their options within 60 days after the date hereof.

**Introductory Note**

This Amendment No. 2 to Schedule 13D (this "**Amendment No. 2**") amends and supplements the statement on Schedule 13D filed jointly by Messrs. Du and Kuo with the United States Securities and Exchange Commission on June 3, 2022 (as subsequently amended by an Amendment No. 1 filed on September 20, 2022, the "**Original Schedule 13D**"), relating to the ordinary shares, par value US$0.00002 per share (the "**Ordinary Shares**") and American depositary shares, each representing 50 Ordinary Shares (the "**ADSs**"), of $O_2$Micro International Limited, a Cayman Islands company (the "**Issuer**"). Except as specifically amended by this Amendment No. 2, the Original Schedule 13D remains unchanged. Capitalized terms used herein without definition shall have the meaning set forth in the Original schedule 13D.

**Item 2. Identity and Background.**

Item 2 of the Original Schedule 13D is hereby amended and restated as follows:

(a) This Amendment No. 2 is being filed by (i) Mr. Du, (ii) Mr. Kuo, (iii) FNOF Precious Honour Limited, a company incorporated under the laws of British Virgin Islands ("**Parent**"), and (iv) Right Dynamic Investments Limited, a company incorporated under the laws of British Virgin Islands ("**Holdco**," together with Messrs. Du and Kuo and Parent, the "**Reporting Persons**"). The agreement among the Reporting Persons relating to the joint filing of this Amendment No. 2 is attached as Exhibit 7.5 hereto.

(b) The business address of Mr. Du is RmB, 2Fl, Zhangjian Mansion, No 289, Chun Xiao Rd, Pudong New Area, Shanghai Free Trade Zone, China 201203. The business address of Mr. Kuo is 3F., No. 1, Sec. 4, Nanjing E. Road, Songshan District, Taipei City, Taiwan 105. The business address of each of Parent and Holdco is c/o Suite 3720, Jardine House, 1 Connaught Place, Central, Hong Kong.

(c) Mr. Du's principal occupation is the chairman and chief executive officer of the Issuer and he is a citizen of Taiwan. Mr. Kuo's principal occupation is the chief financial officer and a director of the Issuer and he is a citizen of Taiwan. The principal business of each of Parent and Holdco is investment holding.

Schedule A, attached hereto, lists the executive officers and directors of each of Parent and Holdco, and contains the following information with respect to each such person: (i) name; (ii) business address; (iii) present principal occupation or employment and the name, principal business and address of any corporation or other organization in which such employment is conducted; and (iv) citizenship.

(d) During the past five years, none of the Reporting Persons nor, to the best knowledge of the Reporting Persons, any person named in Schedule A, has been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

(e) During the past five years, none of the Reporting Persons nor, to the best knowledge of the Reporting Persons, any person named in Schedule A, was a party to a civil proceeding of a judicial or administrative body of competent jurisdiction as a result of which such person was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activity subject to, federal or state securities laws or finding any violation with respect to such laws.

**Item 3. Source and Amount of Funds or Other Consideration.**

Item 3 of the Original Schedule 13D is hereby amended and supplemented by the following:

Pursuant to an agreement and plan of merger, dated as of September 30, 2022 (the "**Merger Agreement**"), among Parent, Rim Peak Technology Limited, an exempted company with limited liability incorporated under the laws of the Cayman Islands and a wholly owned subsidiary of Parent ("**Merger Sub**"), and the Issuer, Merger Sub will be merged with and into the Issuer, with the Issuer continuing as the surviving company and a wholly owned subsidiary of Parent (the "**Merger**"). The descriptions of the Merger and the Merger Agreement set forth in Item 4 below are incorporated by reference into this Item 3. The information disclosed in this paragraph does not purport to be complete and is qualified in its entirety by reference to the Merger Agreement, a copy of which is attached hereto as Exhibit 7.6 and which is incorporated herein by reference in its entirety.

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It is anticipated that, at a price of US$0.1 in cash per Ordinary Share or US$5.0 per ADS, approximately US$125 million will be expended in acquiring the outstanding Ordinary Shares not owned by the Rollover Shares (as defined below) and paying for transaction costs in connection with the Merger.

The Merger and the transactions contemplated by the Merger Agreement will be financed by a combination of debt and equity capital arranged by the Reporting Persons and certain of their affiliates. Pursuant to a commitment letter, dated September 30, 2022, delivered by Credit Suisse AG, Singapore Branch ("**Credit Suisse**") to Parent (the "**Debt Commitment Letter**"), Credit Suisse will provide certain loan facilities in a total amount of up to US$80,000,000 to Parent. The information disclosed in this paragraph does not purport to be complete and is qualified in its entirety by reference to the Debt Commitment Letter, a copy of which is filed as Exhibit 7.7 and which is incorporated herein by reference in its entirety.

Concurrently with the execution of the Merger Agreement on September 30, 2022, Holdco entered into an equity commitment letter (the "**Equity Commitment Letter**"), with FNOF Dynamic Holdings Limited (the "**Sponsor**"), a company incorporated under the laws of British Virgin Islands and a special purpose vehicle established by Forebright New Opportunities Fund III, L.P. (the "**Fund**"), a private equity fund managed by Forebright Capital Management Limited, and pursuant to which the Sponsor committed to subscribe for newly issued common stock of Holdco for an aggregate cash purchase price equal to US$45,274,075, which will be used to fund the Merger and pay related fees and expenses pursuant to the Merger Agreement, and the Fund has agreed to guarantee the funding obligations of the Sponsor under the Equity Commitment Letter. The source of funds for such equity financing will come from the investors in the Fund. The information disclosed in this paragraph does not purport to be complete and is qualified in its entirety by reference to the Equity Commitment Letter, a copy of which is filed as Exhibit 7.8 and which is incorporated herein by reference in its entirety.

Concurrently with the execution of the Merger Agreement on September 30, 2022, Messrs. Du and Kuo, Rong Hu, Heng Yang, Hongming Su, Ching-Chuan Kuo, Chao Ching Lee, Chien-Kuo Li, Kenichiro Ueda, Hsiao-Tsai Chen, Yun Lin, Guoxing Li, Jillian Wei Du, Clayton Young Du, Genova International Holdings Inc, which is controlled by Su-Jane Hsieh, and Asia Management Limited and Pan Pacific Technologies Limited, each of which is controlled by Chawn-Yi Guo (collectively, the "**Rollover Shareholders**") entered into a rollover and support agreement (the "**Support Agreement**") with Holdco. Pursuant to the Support Agreement, each Rollover Shareholder has agreed to, among other things, (i) roll over all Ordinary Shares it, he or she beneficially own (the "**Rollover Shares**") in connection with the Merger in accordance with the terms and conditions of the Support Agreement, and (ii) grant Parent and any designee thereof an irrevocable proxy with respect to all of its, his or her Rollover Shares for matters set forth in the Support Agreement (the "**Irrevocable Proxy**"). The information disclosed in this paragraph does not purport to be complete and is qualified in its entirety by reference to the Support Agreement, a copy of which is filed as Exhibit 7.9 and which is incorporated herein by reference in its entirety.

The descriptions of the Merger, the Merger Agreement, the Equity Commitment Letter, the Support Agreements set forth in Item 4 below are incorporated by reference in their entirety into this Item 3.

**Item 4. Purpose of Transaction.**

Item 4 of the Original Schedule 13D is hereby amended and supplemented by the following:

On September 30, 2022, the Issuer entered into the Merger Agreement with Parent and Merger Sub. Pursuant to the Merger Agreement, Merger Sub will be merged with and into the Issuer, with the Issuer continuing as the surviving company and a wholly owned subsidiary

of Parent. At the effective time of the Merger (the "**Effective Time**"), each Ordinary Share and each ADS issued and outstanding immediately prior to the Effective Time will be cancelled and cease to exist in exchange for the right to receive US$0.1 per Ordinary Share or US$5.0 per ADS (less applicable fees, charges and expenses payable by ADS holders pursuant to the depositary agreement, dated November 4, 2005, entered into by and among the Issuer, the Bank of New York Mellon (the "**Depositary**") and all holders and beneficial owners of ADSs issued thereunder), in each case, in cash, without interest and net of any applicable withholding taxes, except for (a) the Rollover Shares, which will be cancelled without payment of any cash consideration therefor, (b) Ordinary Shares (including Ordinary Shares represented by ADSs) owned by Parent, Merger Sub or any of their respective subsidiaries, (c) Ordinary Shares (including Ordinary Shares represented by ADSs) owned by the Issuer or any of its subsidiaries or held in the Issuer's treasury, (d) Ordinary Shares (including Ordinary Shares represented by ADSs) held by the Depositary and reserved for issuance and allocation pursuant to the Issuer's share plans, which will be cancelled without payment of any consideration therefor, and (e) Ordinary Shares that are issued and outstanding immediately prior to the Effective Time and that are held by shareholders of the Issuer who shall have validly exercised and not effectively withdrawn or lost their rights to dissent from the Merger in accordance with Section 238 of the Companies Act (As Revision) of the Cayman Islands (the "**Dissenting Shares**"), which will be cancelled at the Effective Time and will entitle the holders thereof to receive the payment of the fair value of such Dissenting Shares held by them determined in accordance with the provisions of Section 238 of the Companies Act (As Revision) of the Cayman Islands.

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The consummation of the Merger is subject to the satisfaction or waiver of certain conditions set forth in the Merger Agreement, including the approval of the Merger by the affirmative vote of holders of Ordinary Shares (including Shares represented by ADSs) representing at least two-thirds of the voting power of the outstanding Ordinary Shares present and voting in person or by proxy as a single class at the shareholders meeting of the Issuer or any adjournment or postponement thereof. The Merger Agreement may be terminated by the Issuer or Parent under certain circumstances.

The purpose of the transactions contemplated under the Merger Agreement, including the Merger, is to acquire all of the outstanding Ordinary Shares other than the Rollover Shares. If the Merger is completed, the Issuer's Ordinary Shares and ADSs would become eligible for termination of registration pursuant to Section 12(g)(4) of the Act and would be delisted from The NASDAQ Global Select Market. The Issuer will also use its reasonable best efforts to take all actions reasonably necessary, proper or advisable under applicable laws and rules and policies of the Cayman Islands Stock Exchange to enable the delisting of the ADSs from the Cayman Islands Stock Exchange as promptly as practicable after the Effective Time.

Concurrently with the execution of the Merger Agreement, the Sponsor executed and delivered a limited guarantee (the "**Limited Guarantee**") in favor of the Issuer with respect to a portion of the payment obligations of Parent under the Merger Agreement for the termination fee that may become payable to the Issuer by Parent under certain circumstances and certain indemnification and reimbursements, as set forth in the Merger Agreement.

Concurrently with the execution of the Merger Agreement, Messrs. Du and Kuo, the Sponsor, Holdco, Parent and Merger Sub entered into an interim investors agreement (the "**Interim Investors Agreement**"), pursuant to which the parties thereto agreed to certain terms and conditions that will govern the actions of such parties and the relationship among such parties with respect to the Merger.

The information disclosed in this Item 4 does not purport to be complete and is qualified in its entirety by reference to the Merger Agreement, the Limited Guarantee and the Interim Investors Agreement, copies of which are attached hereto as Exhibits 7.6, 7.10, 7.11 respectively, and which are incorporated herein by reference in their entirety.

Item 3 of this Amendment No. 2 is incorporated herein by reference.

Except as described above, the Reporting Persons have no plans or proposals which relate to or would result in any of the actions specified in paragraphs (a) through (j) of Item 4 of Schedule 13D. The Reporting Persons may, at any time and from time to time, formulate other purposes, plans or proposals regarding the Issuer, or any other actions that could involve one or more of the types of transactions or have one or more of the results described in paragraphs (a) through (j) of Item 4 of Schedule 13D.

**Item 5. Interest in Securities of the Issuer.**

Item 5(a)–(d) of the Original Schedule 13D is hereby amended and restated by the following:

(a)–(b) The responses of each Reporting Person to Rows (7) through (13), including the footnotes thereto, of the cover pages of this Amendment No. 2 are hereby incorporated by reference in this Item 5.

Except as otherwise stated herein, each Reporting Person expressly disclaims any beneficial ownership of the Ordinary Shares (including Ordinary Shares represented by ADSs) held by each other Reporting Person.

Parent and Holdco's shared voting power represents 246,621,000 Ordinary Shares held by the Rollover Shareholders as of the date of the Merger Agreement, that are subject to the Irrevocable Proxy for the matters described in Section 1.1 of the Support Agreement granted to Parent and any designee thereof, which may be enforced by Holdco in accordance with the terms of the Support Agreement.

Due to the Irrevocable Proxy under the Support Agreement, Parent and Holdco may be deemed to share voting power with each of the Rollover Shareholders with respect to the Rollover Shares that are subject to the Irrevocable Proxy for the matters described in Section 1.1 of the Support Agreement. However, neither the filing of this Amendment No. 2 nor any of its contents shall be deemed to constitute an admission by Parent or Holdco that it is the beneficial owner of any Ordinary Shares for any purpose, and such beneficial ownership is expressly disclaimed.

The information set forth in Item 3 of this Amendment No. 2 is incorporated by reference in this Item 5.

(c) Except as disclosed in this Amendment No. 2, none of the Reporting Persons has effected any transaction in the Ordinary Shares (including Ordinary Shares represented by ADSs) during the past 60 days.

(d) Except as disclosed in this Amendment No. 2, to the best knowledge of the Reporting Persons, no other person has the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, the Ordinary Shares beneficially owned by any of the Reporting Persons.

(e) Not Applicable.

**Item 6. Contracts, Arrangements, Understandings or Relationships With Respect to Securities of the Issuer.**

Item 6 of the Original Schedule 13D is hereby amended and supplemented by the following:

The descriptions of the principal terms of the Merger Agreement, the Debt Commitment Letter, the Equity Commitment Letter, the Support Agreement, the Limited Guarantee and the Interim Investors Agreement under Item 3 and Item 4 are incorporated herein by reference in their entirety. Any summary of any of those agreements in this Amendment No. 2 does not purport to be complete and is qualified in its entirety by reference to the full text of the Merger Agreement, the Debt Commitment Letter, the Equity Commitment Letter, the Support Agreement, the Limited Guarantee and the Interim Investors Agreement, copies of which are attached hereto as Exhibits 7.6, 7.7, 7.8, 7.9, 7.10 and 7.11 respectively.

To the best knowledge of the Reporting Persons, except as provided herein, there are no other contracts, arrangements, understandings or relationships (legal or otherwise) among the Reporting Persons and between any of the Reporting Persons and any other person with respect to any securities of the Issuer, joint ventures, loan or option arrangements, puts or calls, guarantees of profits, division of profits or loss, or the giving or withholding of proxies, or a pledge or contingency, the occurrence of which would give another person voting power over the securities of the Issuer.

**Item 7. Material to be Filed as Exhibits.**

| Exhibit No. | Description |
|---|---|
| 7.5 | Joint Filing Agreement dated October 3, 2022 by and among the Reporting Persons. |
| 7.6 | Agreement and Plan of Merger, among the Issuer, Parent and Merger Sub, dated September 30, 2022, incorporated herein by reference to Exhibit 99.2 to the Report on Form 6-K furnished by the Issuer to the SEC on September 30, 2022. |
| 7.7 | Commitment Letter, dated September 30, 2022, by Credit Suisse to Parent. |

| | |
|---|---|
| 7.8 | Equity Commitment Letter, dated September 30, 2022, among the Sponsor, the Fund and Holdco. |
| 7.9 | Rollover and Support Agreement, dated September 30, 2022, among the Rollover Shareholders and Holdco. |
| 7.10 | Limited Guarantee, dated September 30, 2022, between the Sponsor and the Issuer. |
| 7.11 | Interim Investors Agreement, dated September 30, 2022, among Messrs. Du and Kuo, the Sponsor, Holdco, Parent and Merger Sub. |

**SIGNATURES**

After reasonable inquiry and to the best of his and its knowledge and belief, the undersigned certify that the information set forth in this statement is true, complete and correct.

Dated: October 3, 2022

/s/ Du Shyun-Dii Sterling
Du Shyun-Dii Sterling

/s/ Kuo Chuan-Chiung
Kuo Chuan-Chiung

**SIGNATURES**

After reasonable inquiry and to the best of his and its knowledge and belief, the undersigned certify that the information set forth in this statement is true, complete and correct.

Dated: October 3, 2022

FNOF Precious Honour Limited

By:/s/ IP Kun Wan
Name: IP Kun Wan
Title: Director

Right Dynamic Investments Limited

By:/s/ IP Kun Wan
Name: IP Kun Wan
Title: Director

**SCHEDULE A**

**DIRECTORS AND EXECUTIVE OFFICERS OF PARENT AND HOLDCO**

| Name | Citizenship | Present Principal Occupation or Employment | Business Address |
|---|---|---|---|
| IP Kun Wan | Australian | Director of Parent<br>Director of Holdco<br>Director of the Sponsor<br>Director of the Fund<br>Director of FNOF GP III LIMITED, General Partner of the Fund | Suite 3720, Jardine House, 1 Connaught Place, Central, Hong Kong |
| LIU Cheng | PRC Citizen | Director of Parent<br>Director of Holdco<br>Director of the Sponsor<br>Director of the Fund<br>Director of FNOF GP III LIMITED, General Partner of the Fund | Suite 3720, Jardine House, 1 Connaught Place, Central, Hong Kong |

**Exhibit 7.5**

**JOINT FILING AGREEMENT**

In accordance with Rule 13d-1(k) under the Securities Exchange Act of 1934, as amended, each of the undersigned hereby agrees to the joint filing on behalf of each of them of a statement on Schedule 13D (including amendments thereto) with respect to the Ordinary Shares of $O_2$Micro International Limited, including Ordinary Shares represented by American depositary shares, and that this joint filing agreement (this "**Agreement**") be included as an Exhibit to such joint filing. Each of the undersigned acknowledges that each shall be responsible for the timely filing of any statement (including amendments) on Schedule 13D, and for the completeness and accuracy of the information concerning him contained therein, but shall not be responsible for the completeness and accuracy of the information concerning the other person making such filings, except to the extent that he knows or has reason to believe that such information is inaccurate.

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same instrument.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the undersigned hereby execute this Agreement as of October 3, 2022.

/s/ Du Shyun-Dii Sterling
Du Shyun-Dii Sterling

*[Signature page to Joint Filing Agreement]*

IN WITNESS WHEREOF, the undersigned hereby execute this Agreement as of October 3, 2022.

/s/ Kuo Chuan-Chiung
Kuo Chuan-Chiung

*[Signature page to Joint Filing Agreement]*

IN WITNESS WHEREOF, the undersigned hereby execute this Agreement as of October 3, 2022.

FNOF Precious Honour Limited

By:/s/ IP Kun Wan
Name: IP Kun Wan
Title: Director

Right Dynamic Investments Limited

By:/s/ IP Kun Wan
Name: IP Kun Wan
Title: Director

*[Signature page to Joint Filing Agreement]*

**Exhibit 7.7**

**COMMITMENT LETTER**

To: FNOF Precious Honour Limited
(the "**Borrower**")

September 30, 2022

Dear Sirs,

**Project Oxygen – Up to US$40,000,000 cash bridge facility and up to US$40,000,000 term loan facility**

You have informed Credit Suisse AG, Singapore Branch (incorporated in Switzerland with limited liability) (the "**MLABU**", "**us**" or "**we**") that:

(a) the Sponsor (as defined in the Term Sheet (as defined below)) is (whether directly or indirectly) the sole shareholder of Right Dynamic Investments Limited, a BVI business company incorporated in the British Virgin Islands (the "**Parent**");

(b) the Parent owns 100% of the issued shares of the Borrower, a BVI business company incorporated in the British Virgin Islands; and the Borrower in turn owns 100% of the share capital of Rim Peak Technology Limited, an exempted company incorporated in the Cayman Islands ("**Merger Co**"); and

(c) the Borrower intends to acquire (the "**Acquisition**") 100% of the issued share capital in O2Micro International Limited (the "**Target**"), an exempted company incorporated in the Cayman Islands, to be effected through a merger between Merger Co and the Target in accordance with an agreement and plan of merger (the "**Merger Agreement**") between the Borrower, Merger Co and the Target, whereupon the Target shall be the surviving entity and a wholly owned subsidiary of the Borrower, and Merger Co shall be struck off the register of companies in the Cayman Islands.

We are pleased to set out in this letter (this "**Letter**") the terms and conditions on which we are willing to arrange and underwrite the Facilities.

In this Letter:

"**Affiliate**" means in relation to a person, a subsidiary or holding company of that person, a subsidiary of any such holding company.

"**Business Day**" means a day (other than a Saturday or Sunday) on which banks are open for general business in Hong Kong, Beijing, Singapore and (in relation to any payment in US dollars) New York.

"**Cash Bridge Facility**" means an up to US$40,000,000 cash bridge facility for the Borrower as more particularly described in the Term Sheet.

"**Closing Date**" means the date on which the Acquisition is completed.



"**Facilities**" means the Cash Bridge Facility and the Term Loan Facility (each a "**Facility**").

"**Facilities Agreement**" means the definitive facilities agreement in respect of the Facilities, based on the terms set out in the Mandate Documents and in form and substance satisfactory to the MLABU.

"**Facility Amount**" means, in relation to any Facility, the principal amount of such Facility.

"**Facility Documents**" means the Facilities Agreement, security documents relating to any or all of the Facilities, and other related documentation (based on the terms set out in the Mandate Documents) in form and substance satisfactory to the MLABU.

"**Fee Letters**" means (a) any fee letter between the MLABU and the Borrower dated on or about the date of this Letter and (b) any fee letter between the Agent and/or the Security Agent and the Borrower entered or to be entered into in connection with the Facilities.

"**Lenders**" means the lenders participating in any Facility (or any part thereof) from time to time.

"**Longstop Date**" means the date falling six months after the date of this Letter (the "**Initial Longstop Date**"), **provided that** the Longstop Date shall be extended to the date falling six months after the Initial Longstop Date without any additional fee if (but only if) such extension is agreed by the MLABU in writing and this Letter has not been terminated in accordance with paragraph 14 (*Termination*).

"**Mandate Documents**" means this Letter, the Term Sheet, each Fee Letter and the Sponsor Letter.

"**original form**" means, in relation to any agreement or document, such agreement or document in the form as originally entered into, without giving any effect to any subsequent amendment or supplement thereof or thereto (unless such amendment or supplement has been agreed to by the MLABU in writing).

"**Sponsor Letter**" means the letter from the MLABU to FNOF Dynamic Holdings Limited (the "**Sponsor Entity**") dated on or about the date of this Letter.

"**Successful Syndication**" means the event or circumstance where the MLABU reduces its aggregate commitments and participations in respect of each Facility to a final hold of (in the case of the Cash Bridge Facility) not more than 50% of the Facility Amount in respect of the Cash Bridge Facility and (in the case of the Term Loan Facility) not more than 50% of the Facility Amount in respect of the Term Loan Facility, (in each case) pursuant to Syndication.

"**Syndication**" means the syndication of the Facilities.

"**Syndication Date**" means the earlier of (i) the date, following Successful Syndication, on which all the Syndication Lenders become party to the Facility Documents and (ii) the date falling six months after the Closing Date.

"**Syndication Lenders**" means the parties participating as Lenders in Syndication.

"**Term Loan Facility**" means an up to US$40,000,000 term loan facility for the Borrower as more particularly described in the Term Sheet.



"**Term Sheet**" means the term sheet attached as Annex A to this Letter.

Unless a contrary indication appears, a term defined in any Mandate Document has the same meaning when used in this Letter.

1. **Appointment**

1.1 The Borrower hereby appoints Credit Suisse AG, Singapore Branch:

(a) as exclusive arranger, underwriter and bookrunner of the Facilities; and

(b) as facility agent and as security agent in connection with the Facilities.

1.2 Until this mandate terminates in accordance with paragraph 14 (*Termination*), but without prejudice to the Borrower's right to obtain alternative financing under paragraph 4 (*Clear Market*):

(a) no other person shall be appointed as mandated lead arranger, underwriter, bookrunner, facility agent or security agent;

(b) no other titles shall be awarded; and

(c) except as provided in the Mandate Documents, no other compensation shall be paid to any person,

in connection with the Facilities (or any part thereof) without the prior written consent of the MLABU.

2. **Commitment**

2.1 The MLABU hereby agrees to underwrite 100% of the Facilities, subject to satisfaction of the following conditions:

(a) compliance by the Borrower and the Sponsor Entity with the terms of the Mandate Documents in all material respects to the extent that any failure to so comply would constitute a Major Default (as defined in the Term Sheet) (had the Facilities Agreement been entered into as of the date of this Letter), and this Letter not having been terminated in accordance with the terms hereof;

(b) the preparation, execution and delivery of the Facility Documents by all parties thereto on or before the Longstop Date, which Facility Documents are mutually satisfactory to the Borrower and the MLABU;

(c) satisfactory completion by the MLABU of client identification procedures in respect of the Borrower, Merger Co and the Parent (including, if necessary, identification of directors and major shareholders of the Borrower, Merger Co and the Parent) in compliance with applicable money laundering rules;



(d) (i) the absence of any Change of Control and (ii) satisfaction (without waiver) of each of (A) the condition set out in section 7.02(a)(iii) of the Merger Agreement (in its original form) (insofar as it relates to section 3.09 of the Merger Agreement (in its original form)) and (B) the condition set out in section 7.02(e) of the Merger Agreement (in its original form);

(e) it not becoming illegal or unlawful after the date of this Letter for the MLABU to (or for any Affiliate of the MLABU if the MLABU were to) perform any of its obligations as contemplated by the Mandate Documents or fund, provide or maintain its participation under any Facility; and

(f) satisfaction of the conditions set out in the "Certain Funds" section and the "Conditions Precedent" section of the Term Sheet,

and upon satisfaction (or waiver by the MLABU) of the foregoing conditions, funding under the Facilities shall occur under and in accordance with the Facilities Agreement.

(d) Without prejudice to the MLABU's obligations under paragraph 2.1 above, the MLABU hereby agrees to arrange the Facilities subject to the conditions set out in paragraphs 2.1(a) to (f) and subject to and in accordance with terms of the Mandate Documents.

3. **Certain Funds**

3.1 The underwriting commitment of the MLABU in respect of the Facilities under paragraph 2 above is made on a certain funds basis during the Certain Funds Period, as described in the Term Sheet. Accordingly, and notwithstanding anything to the contrary herein or in any other Mandate Document, during the Certain Funds Period, the only conditions to utilisation of the Facilities (subject to the Aggregate Drawdown Limit (as defined in the Term Sheet)) to be made on the Initial Utilisation Date solely for the purposes set out in the "Purpose" section of the Term Sheet are as expressly set out in paragraph 2 (*Commitment*) above and the "Certain Funds" section of the Term Sheet.

3.2 The MLABU confirms that:

(a) it received internal credit approvals with respect to the execution of this Letter and the provision of its commitment under this Letter;

(b) it has reviewed and is satisfied with the form of the draft Merger Agreement dated 30 September 2022 circulated to the MLABU prior to the date of this Letter, and that it will accept, in satisfaction of the applicable condition precedent to

the availability of the Facilities requiring delivery of such document, an executed version of such Merger Agreement that is not different in any respect that is materially adverse to the interests of the Finance Parties compared to such draft (referred to above) delivered to it prior to the date of this Letter;



(c) it has satisfactorily completed its client identification procedures in respect of the Borrower (based on the current shareholding of the Borrower as previously disclosed to the MLABU prior to the date of this Letter); and

(d) it has reviewed and are satisfied with:

(i) the legal due diligence report and financial due diligence report referred to in paragraphs (d)(i) and (ii) of the "Conditions Precedent" section set out in the Term Sheet;

(ii) the group structure chart referred to in paragraph (e) of the "Conditions Precedent" section set out in the Term Sheet;

(iii) the consolidated financial statements of the Target Group referred to in paragraph (f) of the "Conditions Precedent" section set out in the Term Sheet; and

(iv) the financial model referred to in paragraph (i) of the "Conditions Precedent" section set out in the Term Sheet

(in each case) in the latest form delivered to the MLABU prior to the date of this Letter, and that it will accept each such document (in the latest form so delivered to the MLABU prior to the date of this Letter) in satisfaction of the applicable condition precedent to the availability of the Facilities requiring delivery of such document.

4. **Clear Market**

During the period from the date of this Letter to the Syndication Date, the Borrower shall not and shall ensure that none of the Parent, any other Obligor or any other member of the Group shall raise, issue, arrange, syndicate or incur, or announce, or enter into discussions to raise, issue, arrange, syndicate or incur, any finance or indebtedness in the international or any domestic money, loan, debt, bank or capital market(s) (including, but not limited to, any bilateral or syndicated facility, bond or note issuance or private placement of bond or note), except (a) for the Facilities arranged by the MLABU; (b) where the MLABU has breached its funding obligations under the Mandate Documents and the Facility Documents; (c) the incurrence of subordinated shareholder loans by the Parent from the Parent's shareholder(s) or by the Borrower from the Parent, or any equity injection by shareholder(s) of the Parent into the Parent or by the Parent into the Borrower, (d) any bilateral facility incurred by any member of the Target Group for working capital purposes which facility is permitted by the terms of the Finance Documents and would not reasonably be expected to materially adversely affect Syndication; or (e) with the prior written consent of the MLABU.

The MLABU shall notify the Borrower promptly upon becoming aware of any circumstance which will impair the MLABU's ability to fund the Facilities in accordance with, and by the time required under, the terms of the Mandate Documents (excluding, for the avoidance of doubt, any circumstance constituted by non-satisfaction of any of the conditions specified in paragraph 2.1) (such notification by the MLABU being an "**Funding Impairment Notification**").



In the case of (b), or if the MLABU has given a Funding Impairment Notification to the Borrower or otherwise expressly agrees in writing, the Borrower shall be permitted to explore and pursue alternative financing in order to be able to consummate the Acquisition.

5. **Fees, Costs and Expenses**

5.1 All fees shall be paid in accordance with the Fee Letter(s) or (to the extent not set out in the Fee Letter(s)) as set out in the Term Sheet (or, after the Facilities Agreement is executed, the Facility Documents).

5.2 The Borrower shall promptly on demand pay each of the Agent, the Security Agent and the MLABU the amount of all costs and expenses (including legal fees (subject to any cap agreed between the Borrower and the MLABU or the relevant legal counsel)) reasonably incurred by any of them in connection with:

(a) the negotiation, preparation, printing and execution of the Facility Documents and the Mandate Documents; and

(b) the Syndication (**provided that** such costs and expenses under this paragraph (b) have been approved by the Borrower),

whether or not the Facility Documents are signed.

## 6. Payments

6.1 Each payment to be made by the Borrower, the Sponsor Entity or any other Obligor under the Mandate Documents:

(a) shall be paid in the applicable currency specified in the Mandate Documents (or, if none, the currency of the invoice for such payment) and in immediately available, freely transferable cleared funds to such account(s) with such bank(s) as the MLABU, the Agent or the Security Agent (as applicable) may notify the Borrower from time to time;

(b) shall be paid in full and without (and free and clear of any deduction for) set-off or counterclaim;

(c) shall be paid without any deduction or withholding for or on account of tax (a "**Tax Deduction**") unless a Tax Deduction is required by law. If a Tax Deduction is required by law to be made, the amount of the payment due from the Borrower, the Sponsor Entity or any other Obligor (to which such Tax Deduction relates) shall be increased to an amount which (after making any and all Tax Deductions) leaves an amount equal to that payment which would have been due if no Tax Deduction had been required; and



(d) are exclusive of any goods and services tax, consumption tax, value added tax, indirect tax or any tax of a similar nature ("**Indirect Tax**"). If any Indirect Tax is chargeable, the Borrower shall also and at the same time pay (or procure to be paid) to the recipient of such payment (to which such Indirect Tax relates) an amount equal to the amount of such Indirect Tax.

6.2 The Borrower shall promptly on demand pay and indemnify the MLABU against any and all stamp duty and registration and similar taxes payable in respect of any or all of the Mandate Documents.

## 7. Syndication

7.1 The MLABU shall, in consultation with the Borrower, decide on the strategy to be adopted for Syndication (including timing, the selection of potential Lenders, acceptance and allocation of commitments and/or participations in any or all of the Facilities and allocation of fees to Syndication Lenders) and the MLABU shall, unless otherwise stated in this Letter, in consultation with the Borrower, manage all other aspects of the Syndication. The Borrower authorises the MLABU to discuss the terms of the Facilities with, and to disclose those terms to, potential Lenders to facilitate the Syndication.

7.2 The MLABU shall determine when to commence or close Syndication.

7.3 The Borrower shall, and shall ensure that each of the Parent, the other Obligors and members of the Group will (and without prejudice to the foregoing, use commercially reasonable efforts to procure that, prior to the Closing Date, members of the Target Group will), give any assistance which the MLABU reasonably requires in relation to Syndication including, but not limited to:

(a) the preparation, with the assistance of the MLABU, of an information memorandum containing all relevant information (including projections) including, but not limited to, information about the Sponsor, the Parent, the Group, the Target Group and how the proceeds of the Facilities will be applied (the "**Information Memorandum**"). The Borrower shall approve the Information Memorandum before the MLABU distributes it to potential Lenders on the Borrower's behalf;

(b) providing any information reasonably requested by the MLABU or potential Lenders in connection with Syndication;

(c) making available the senior management and representatives of the Borrower and other members of the Group and/or the Target Group (provided that, in the case of such assistance from the Target Group prior to the Closing Date, the obligations to procure such assistance shall be on a reasonable efforts basis) for the purposes of giving presentations to, and participating in meetings with, potential Lenders at such times and places as the MLABU may reasonably request;

(d) using commercially reasonable efforts to ensure that Syndication benefits from the Sponsor's, the Group's and/or the Target Group's existing lending relationships;



(e) (without prejudice to any other right of the MLABU under the Mandate Documents) making any amendment (of a minor, administrative or technical nature) to the Facility Documents which the MLABU may reasonably request on behalf of any potential Lender; and/or

(f) entering into syndication agreement(s) in customary form reasonably requested by the MLABU to (i) give effect to Syndication and/or (ii) introduce each of the Syndication Lenders as a party to the Facilities Agreement.

## 8. Representations and Undertakings

8.1 The Borrower represents and warrants that:

(a) any information provided to the MLABU or any other Finance Party by or on behalf of the Borrower, the Sponsor Entity, any other Obligor or any other member of the Group (including without limitation for the purposes of preparing the Information Memorandum) (the "**Information**") is true and accurate in all material respects as at the date (if any) at which it is stated or (if none) as at the date it is provided;

(b) nothing has occurred and nothing has been or will be omitted and no information has been given or withheld that results in the Information being untrue or misleading in any material respect;

(c) any financial projections, statements of opinion or expectations or prospective financial information provided to the MLABU or any other Finance Party by or on behalf of the Borrower, the Sponsor Entity, any other Obligor or any other member of the Group (including without limitation for the purposes of preparing the Information Memorandum) have been prepared in good faith after due and proper consideration and careful enquiry on the basis of recent historical information and on the basis of reasonable assumptions and fair expectations honestly held based on facts known to the Borrower at the time such financial projections, statements of opinion or expectations or prospective financial information is so provided;

(d) each of this Letter, each Fee Letter and the Sponsor Letter is legally valid and binding on and enforceable against each of the Borrower and the Sponsor Entity party thereto in accordance with its terms and the execution of each of this Letter, each Fee Letter and the Sponsor Letter has been duly authorised and approved and all necessary corporate and other actions required to be taken by the Borrower or the Sponsor Entity to authorise its entry into, performance and delivery of, this Letter, each Fee Letter and the Sponsor Letter (to which it is a party) and the transactions contemplated thereby have been taken; and

(e) the entry into and performance by the Borrower and the Sponsor Entity of, and the transactions contemplated by, the Mandate Documents do not conflict with any document which is binding upon the Borrower, the Sponsor Entity, any other Obligor or any other member of the Group (and, to the extent the Borrower, the Sponsor Entity, any other Obligor or any other member of the Group has previously granted or entered into any mandate, engagement, appointment or arrangement with any third party which may potentially conflict with, prohibit, or be otherwise breached by any of transactions contemplated by the Mandate Documents, all such mandates, engagements, appointments and arrangements have been properly terminated with the consent of all relevant third parties (if required)),

provided that in the case of any representation or warranty under paragraphs (a) to (c) above, insofar as it relates to any Information concerning any member of the Target Group delivered on or prior to the Closing Date, such representation or warranty is only made to the extent of the best of the knowledge and belief of the Borrower (after due and careful enquiry).

8.2 The representations and warranties set out in paragraph 8.1 are deemed to be made by the Borrower by reference to the facts and circumstances then existing on the date of this Letter, on the date of the Facilities Agreement, on the date on which the Information Memorandum is approved by the Borrower and, to the extent they relate to any information, projections or statements provided on or after the date of this Letter, on each date on which such information, projections or statements is or are provided, until the date the Facility Documents are executed.

8.3 The Borrower shall immediately notify the MLABU in writing if any representation and warranty set out in this paragraph 8 is incorrect or misleading in any material respect and agrees to supplement the Information promptly from time to time to ensure that each such representation and warranty is correct and not misleading in any material respect when made or deemed to be made.

8.4 The Borrower acknowledges that the MLABU will be relying on the Information without carrying out any independent verification, and will not assume responsibility for the accuracy or completion of any Information.

8.5 To the extent any price-sensitive information ("**PSI**") is or is to be received by the MLABU or any other Finance Party or any potential Lender or participant in any Facility before signing of the Facilities Agreement, the Borrower hereby, and (to the extent applicable) the Borrower agrees to (at all times prior to the Closing Date) use commercially reasonable efforts to procure and (at all times on or after the Closing Date) procure that the Target, (i) consents to the disclosure of such PSI to the MLABU, any other Finance Party and any potential Lender or participant in any Facility; (ii) authorises the MLABU to disclose on its behalf such PSI to any other Finance Party or any potential Lender or participant in any Facility; and (iii) undertakes that to the extent required by law, all PSI (and/or price sensitive assumptions rendering such information PSI) shall be announced to the public before the signing of the Facilities Agreement.

8.6 The Borrower undertakes to the MLABU that:

(a) it will provide the MLABU with such information as the MLABU may reasonably request in connection with the performance of the obligations of the MLABU under any Mandate Document;



(b) it will continue to inform the MLABU of any material developments or changes to such information during the term of any Mandate Document;

(c) it will, at its own expense, engage such legal, accounting and other advisers as may be required in connection with any Mandate Document or any transaction entered into in connection with any Mandate Document;

(d) it will provide the MLABU with reasonable access to the directors, officers, employees, legal and accounting advisers of the Borrower, any other Obligor and any other member of the Group and other relevant persons for the purpose of the performance of the obligations of the MLABU under any Mandate Document;

(e) it will comply with all applicable laws and regulations in relation to any Mandate Document and any transaction entered into in connection with any Mandate Document; and

(f) it will, at the request of the MLABU, execute all deeds, documents and instruments and do all things and perform all acts which are reasonable and necessary in order to carry out and give effect to the terms and conditions of any Mandate Document, and the transactions contemplated thereby.

## 9. Indemnity

9.1

(a) Whether or not the Facility Documents are signed, the Borrower shall within three Business Days of demand indemnify each Indemnified Person (as defined below) against any cost, expense, loss or liability (including without limitation

legal fees) incurred by or awarded against that Indemnified Person in each case arising out of or in connection with the entry into or performance by any Indemnified Person of their obligations under any of the Mandate Documents or Facility Documents or otherwise with respect to the Transaction (or any part thereof), or arising out of or in connection with any action, claim, investigation or proceeding commenced or threatened (including, without limitation, any action, claim, investigation or proceeding to preserve or enforce rights) in relation to:

(i) the Acquisition or any other transaction contemplated by any of the Mandate Documents and/or the Facility Documents;

(ii) the use of the proceeds of any Facility (or any part thereof);

(iii) any Mandate Document and/or any Facility Document; and/or

(iv) the arranging, syndication or underwriting of any Facility (or any part thereof).

(b) The Borrower will not be liable under paragraph (a) above for any cost, expense, loss or liability (including without limitation legal fees) incurred by or awarded against an Indemnified Person to the extent that cost, expense, loss or liability results directly from a breach of that Indemnified Person of any Mandate Document or any Facility Document which is finally judicially determined to have resulted directly from that Indemnified Person's gross negligence or wilful misconduct.



(c) For the purposes of this paragraph 9:

"**Indemnified Persons**" means the MLABU, the Agent, the Security Agent, each Lender, any of the respective Affiliates of any or all of the foregoing, and each of the respective directors, officers, employees and agents of any or all of the foregoing or of any of their respective Affiliates.

9.2 The MLABU shall not have any duty or obligation, whether as fiduciary for any Indemnified Person or otherwise, to recover any payment made or required to be made under paragraph 9.1.

9.3

(a) The Borrower agrees that no Indemnified Person shall have any liability (whether direct or indirect, in contract or tort or otherwise) to the Sponsor, the Sponsor Entity, the Borrower, the Parent or any of their respective Affiliates for or in connection with anything referred to in paragraph 9.1 (a) above except, following the Borrower's agreement to and acceptance of the offer under the Mandate Documents, to the extent such cost, expense, loss or liability incurred by the Borrower results directly from any breach by that Indemnified Person of any Mandate Document which is finally judicially determined to have resulted from that Indemnified Person's gross negligence or wilful misconduct.

(b) Notwithstanding paragraph (a) above, no Indemnified Person shall be responsible or have any liability to the Sponsor, the Borrower, the Parent or any of their respective Affiliates or any other person for consequential losses, special, indirect or punitive damages.

(c) The Borrower represents to the MLABU that:

(i) it is acting for its own account and it has made its own independent decisions to enter into any and all transactions contemplated in the Mandate Documents and the Facility Documents (the "**Transaction**") and as to whether the Transaction is appropriate or proper for it based upon its own judgement and upon advice from such advisers as it has deemed necessary;

(ii) it is not relying on any communication (written or oral) from the MLABU as investment advice or as a recommendation to enter into the Transaction, it being understood that information and explanations related to the terms and conditions of the Transaction shall not be considered investment advice or a recommendation to enter into the Transaction. No communication (written or oral) received from the MLABU shall be deemed to be an assurance or guarantee as to the expected results of the Transaction, and the MLABU makes no representation

or warranty as to the profitability or expected results of the transactions contemplated in the Mandate Documents and/or the Facility Documents;



(iii) the Borrower is capable of assessing the merits of and understanding (on its own behalf or through independent professional advice), and understands and accepts, the terms, conditions and risks of the Transaction; and the Borrower is also capable of assuming, and assumes, the risks of the Transaction;

(iv) the Borrower has the responsibility for, and the Borrower agrees that it will satisfy itself as to, (i) the accounting classification, taxation and stamp duty consequences of the Transaction or during the course of the Transaction; (ii) the validity, sufficiency, due execution and enforceability of all agreements entered into with respect to the Transaction; and (iii) its compliance with all applicable legal and regulatory provisions in relation to the Transaction. The Borrower acknowledges that its legal, accounting and other advisers are primarily responsible for advising it on these matters;

(v) the MLABU is not responsible for, or for independently verifying, the accuracy or completeness of any information, forecasts, statements of opinion or expectations provided by or on behalf of the Borrower, the Sponsor Entity, any other Obligor or any other member of the Group; and

(vi) the MLABU is not acting as a fiduciary for or as an adviser to the Borrower or any of its Affiliates (and is not providing any legal, tax, accounting, actuarial or regulatory advice to the Borrower or any of its Affiliates) in connection with the Transaction.

(d) Each of the Indemnified Persons that is not party to this Letter may rely on and enjoy the benefit of this paragraph 9 pursuant to the Contracts (*Rights of Third Parties*) Ordinance (Cap. 623), subject always to the terms of paragraphs 17.2 and 19 (*Governing Law and Jurisdiction*).

10. **Confidentiality**

10.1 The Borrower acknowledges that the Mandate Documents are confidential and the Borrower shall not, and shall ensure that none of the Sponsor, the Sponsor Entity, the Parent, any other Obligor or any other member of the Group will, without the prior written consent of the MLABU, disclose the Mandate Documents or their contents to any other person except:

(a) as required by law or by any applicable governmental or other regulatory authority or by any applicable stock exchange;

(b) to prospective equity investors (including any management investors) in the Parent or any direct or indirect holding company of the Parent (and their respective Affiliates, officers, employees, agents, auditors and advisors) who have been made aware of and agree to be bound by the obligations under this paragraph 10 or are in any event subject to confidentiality obligations as a matter of law or professional practice;



(c) to its employees or professional advisers for the purposes of the Facilities who have been made aware of and agree to be bound by the obligations under this paragraph 10 or are in any event subject to confidentiality obligations as a matter of law or professional practice; and

(d) save for any amount set out in any Fee Letter, to the Target and its directors, officers, employees or professional advisers involved in the Acquisition on a confidential basis and provided that none of the Target or its professional advisers may rely on any of the Mandate Documents.

10.2 The Borrower further acknowledges that except as may be required by applicable law or by any relevant regulatory authority, no communication (written or oral) from the MLABU to the Borrower, the Sponsor, the Sponsor Entity, the Parent, any other Obligor or any other member of the Group (if any) in connection with any Mandate Document or the Transaction will be disclosed

or quoted, nor will any of that communication be referred to in any report, document, press release, public statement, or other communication without the prior written consent of the MLABU.

10.3 For the avoidance of doubt, the Borrower acknowledges and agrees that the MLABU (and each employee, Representative or other agent of the MLABU) may each disclose to any and all persons, without limitation of any kind, the U.S. tax treatment and U.S. tax structure of the Transaction and all materials of any kind (including opinions or other tax analyses) that are provided to any of them relating to such U.S. tax treatment and U.S. tax structure, other than any information for which non-disclosure is reasonably necessary in order to comply with applicable securities laws.

10.4 The MLABU is entitled to disclose information:

(a) which is publicly available;

(b) in connection with any legal, arbitration, administrative or regulatory proceedings or procedure or any litigation, investigations or disputes, or in connection with enforcement of any rights or remedies under or in connection with any Mandate Document or Facility Document;

(c) if required to do so under any law or regulation (including, but not limited to any regulation issued under the Banking Act, Chapter 19 of Singapore and applicable to banks in Singapore in relation to the prevention of money laundering and/or countering the financing of terrorism) or the rules of any relevant stock exchange;

(d) to a governmental, banking, taxation or other regulatory authority or similar body (including but not limited to any Sanctions Authority or any regulatory authority or similar body which has been given relevant authority by a Sanctions Authority);



(e) to the head office or any branches, representative offices, subsidiaries, related corporations, Related Funds or Affiliates of the MLABU (each an "**MLABU Related Party**") (and each MLABU Related Party shall be permitted to disclose information as if it were the MLABU);

(f) to the employees, officers, directors, Representatives, partners, professional advisers of the MLABU or any MLABU Related Party, and any other person providing services to the MLABU or any MLABU Related Party (including, without limitation, any provider of administrative, agency, custody or settlement services, external auditors, stock exchanges, clearing houses and other financial market utilities), and any trustee directly or indirectly connected to a Participation, provided that such person is under a duty of confidentiality, contractual or otherwise, to the MLABU or any MLABU Related Party;

(g) to any person whom the MLABU reasonably believes to be an advisor, agent or representative of any Obligor or its affiliates;

(h) to any person permitted by any Obligor;

(i) to any Obligor;

(j) to whom or for whose benefit any Finance Party charges, assigns or otherwise creates security (or may do so) pursuant to the terms of any Facility Document;

(k) to the International Swaps and Derivatives Association, Inc. (ISDA) or any Credit Derivatives Determination Committee or sub-committee of ISDA where such disclosure is required by them in order to make any determination with respect to the obligations under any of the Mandate Documents and/or the Facility Documents as they relate to a credit derivative transaction or other credit linked transaction which incorporates the 2009 ISDA Credit Derivatives Determinations Committees and Auction Settlement Supplement or other provisions substantially equivalent thereto;

(l) to any person for the purpose of obtaining a valuation in connection with a Participation Agreement;

(m) any Finance Party, any actual or potential Participant, or any actual or potential transferee or assignee of any Finance Party or any Participant;

(n) any person who invests in or otherwise finances (or may potentially invest in or otherwise finance), directly or indirectly, any person referred to in paragraph (m) above and any of that person's Related Funds, Affiliates, Representatives and professional advisers (an "**investor**"); or

(o) any person appointed by the MLABU or by any of its Affiliates or any person referred to in any of paragraphs (m) and (n) above to receive communications, notices, information or documents delivered pursuant to any of the Mandate Documents and/or Facility Documents on its behalf,



provided that in the case of a disclosure by the MLABU to a potential transferee of a Finance Party, potential assignee of a Finance Party, potential investor or potential Participant, before such person may receive any confidential information, it must either agree with the MLABU to keep that information confidential on the terms of this paragraph 10.4 or execute in favour of the MLABU a confidentiality agreement in a form customarily required by the MLABU, but on the basis that that potential transferee, potential assignee, potential investor or potential Participant may itself disclose information to an Affiliate or any person (the "**Further Potential Recipient**") with whom it may enter, or has entered into, any kind of transfer of an economic or other interest in, or related to, any Mandate Document or Facility Document so long as that Further Potential Recipient agrees with that potential transferee, potential assignee, potential investor or potential Participant to keep that information confidential on the terms of this paragraph 10.4 or executes in favour of that potential transferee, potential assignee, potential investor or potential Participant a confidentiality agreement in a form customarily required by that potential transferee, potential assignee, potential investor or potential Participant.

10.5 Paragraph 10.4 supersedes any previous confidentiality undertaking given by the MLABU in connection with any Mandate Document or Facility Document prior to the date of this Letter.

10.6 If the Borrower, the Parent, the Sponsor, the Sponsor Entity, any other Obligor or any member of the Group or the Target Group, or any Affiliate of any of the foregoing provides the MLABU with personal data of any individual as required by, pursuant to, or in connection with any Mandate Document or Facility Document, the Borrower represents and warrants to the MLABU that the Borrower has, to the extent required by law, (i) notified the relevant individual of the purposes for which data will be collected, processed, used or disclosed; and (ii) obtained such individual's consent for, and hereby consents on behalf of such individual to, the collection, processing, use and disclosure of his/her personal data by the MLABU, in each case, in accordance with or for the purposes of the Mandate Documents and the Facility Documents, and confirms that it is authorised by such individual to provide such consent on his/her behalf.

10.7 The Borrower agrees and undertakes to notify the MLABU promptly upon its becoming aware of the withdrawal by the relevant individual of his/her consent to the collection, processing, use and/or disclosure by the MLABU of any personal data provided by the Borrower, the Parent, the Sponsor, the Sponsor Entity, any other Obligor or any member of the Group or the Target Group, or any Affiliate of any of the foregoing to the MLABU.

10.8 Any consent given pursuant to this Letter in relation to personal data shall, subject to all applicable laws and regulations, survive death, incapacity, bankruptcy or insolvency of any such individual and the termination or expiration of this Letter.

10.9 In this paragraph 10:

"**Participant**" means each person whom the MLABU or any other Finance Party will make payments under a Participation Agreement.



"**Participation**" means a fee letter, sub-participation, credit derivative (including a credit default swap or credit linked note), loan participation note, total return swap (or similar transactions of broadly equivalent economic effect) or any other agreement between (or instrument in favour of) the MLABU or any Finance Party (on one hand) and any person, whether directly or

indirectly, under which the MLABU or such Finance Party is obliged to make certain payments to that person by reference to, one or more of the Facility Documents and/or one or more of the Obligors, but excluding any assignment, transfer or novation of any of the MLABU's or, as the case may be, that Finance Party's commitments under the Facilities and/or rights and/or obligations under the Mandate Documents and/or the Facility Documents.

"**Participation Agreement**" means any agreement or letter between a Finance Party and any person in respect of a Participation.

"**Related Fund**" in relation to a fund (the first fund), means a fund which is managed or advised by the same investment manager or investment adviser as the first fund or, if it is managed by a different investment manager or investment adviser, a fund whose investment manager or investment adviser is an Affiliate of the investment manager or investment adviser of the first fund.

"**Representative**" means any delegate, agent, manager, administrator, nominee, attorney, trustee or custodian.

"**Sanctions Authority**" means:

(a) the United States;

(b) the United Nations;

(c) the European Union;

(d) the United Kingdom;

(e) Switzerland;

(f) Hong Kong;

(g) Singapore;

(h) the respective governmental institutions and agencies of any of the foregoing, including without limitation, the United States Treasury Department's Office of Foreign Assets Control, the US Department of State, and Her Majesty's Treasury, the Secretariat for Economic Affairs of Switzerland, the Swiss Directorate of International Law, the Hong Kong Monetary Authority and the Monetary Authority of Singapore; or

(i) any other body notified from time to time in writing to the Borrower by the MLABU or the Agent (acting on behalf of any Lender).



11. **Publicity/Announcements**

11.1 All publicity in connection with any Facility shall be managed by the MLABU in consultation with the Borrower.

11.2 No public announcements regarding any Facility or any roles as arranger, underwriter, bookrunner, lender, agent or security agent shall be made without the prior written consent of the Borrower and the MLABU, except as required by law or by any applicable governmental or other regulatory authority or by any applicable stock exchange, provided that, for the avoidance of doubt, this paragraph 11 shall not prevent any disclosure by the MLABU of any information (including the terms of the Mandate Documents) pursuant to paragraph 10.4 above. Notwithstanding the foregoing, on and after the later of (a) the Closing Date and (b) the date on which the Acquisition is publicly announced by the Borrower, the Parent, the Sponsor, the Sponsor Entity, any other Obligor or any member of the Group or the Target Group, or any Affiliate of any of the foregoing, the MLABU may disclose its participation in the Facilities, including without limitation, the placement of "tombstone" advertisements in financial and other newspapers, journals and marketing materials.

12. **Conflicts**

12.1 The Borrower acknowledges that each of the MLABU and its Affiliates may act in more than one capacity in relation to the Transaction (or any part thereof) and may have conflicting interests in respect of such different capacities.

12.2 The Borrower further acknowledges that each of the MLABU and its Affiliates (a) may provide debt financing, equity capital or other services to other persons with whom the Sponsor, the Sponsor Entity, the Parent, the Borrower, any other Obligor, any member of the Group or the Target Group or any of the Affiliates of any of the foregoing may have conflicting interests in respect of the Facilities or the Transaction (or any part thereof) in this or other transaction(s) and (b) may be full service financial services firms and may provide or engage in, amongst other business, debt financing, equity capital, financial advisory services, investment management, equity and debt security trading both for clients and as principal, securities offerings, brokerage services, hedging, principal investment and financial planning and benefits counselling in each case to other persons with whom the Sponsor, the Sponsor Entity, the Parent, the Borrower, any other Obligor, any member of the Group or the Target Group or any of the Affiliates of any of the foregoing may have conflicting interests in this or other transaction(s). In the ordinary course of its trading, brokerage and financing activities or otherwise, each of the MLABU and its Affiliates may trade positions or otherwise effect transactions, for its own account or the account of customers, in equity, debt, loans or other securities of the Sponsor, the Sponsor Entity, the Parent, the Borrower, any other Obligor, any member of the Group or the Target Group or any of the Affiliates of any of the foregoing, or of any other company from time to time and exercise voting rights as they see fit.

12.3 The MLABU shall not use confidential information obtained from the Borrower or its Affiliates for the purposes of the Facilities (or any part thereof) in connection with providing services to other persons or furnish such information to such other persons in connection with such services.



12.4 The Borrower acknowledges that the MLABU has no obligation to use any information obtained from another source (or obtained in the course of carrying on any other business or as a result of or in connection with the provision of services to any other person) for the purposes of the Facilities (or any part thereof) or to furnish such information to the Sponsor, the Sponsor Entity, the Parent, the Borrower, any other Obligor, any member of the Group or the Target Group or any of the Affiliates of any of the foregoing. Without prejudice to the foregoing, the Borrower accepts that the MLABU (including its head office and other branches) and affiliates of the MLABU may be prohibited from disclosing, or it may be inappropriate for the MLABU and its affiliates to disclose, any such information to the Sponsor, the Sponsor Entity, the Parent, the Borrower, any other Obligor, any member of the Group or the Target Group or any of the Affiliates of any of the foregoing.

12.5 Neither the relationship described in this Letter nor the services provided by the MLABU or any of its Affiliates to the Borrower or its Affiliates on any other matter will give rise to any fiduciary, advisory, equitable or contractual duties (including, without limitation, any duty of confidence) which could prevent or hinder the MLABU or any of its Affiliates providing similar services to other customers, or otherwise acting on behalf of other customers or for their own account. Accordingly, in no circumstances shall the MLABU or any of its Affiliates have any liability by reasons of it or any of its Affiliates conducting such other businesses, acting in their own interests or in the interests of other clients with respect to matters affecting the Borrower or the Borrower's Affiliates or any other person which is the subject of this engagement or referred to in this Letter, including where, in so acting, the MLABU or any of its Affiliates acts in a manner which is adverse to the interests of the Borrower or its Affiliates or any other person which is the subject of this engagement or which is referred to in this Letter. Furthermore, neither the MLABU nor any of its Affiliates will be required to account to the Sponsor, the Sponsor Entity, the Parent, the Borrower, any other Obligor, any member of the Group or the Target Group or any of the Affiliates of any of the foregoing for any payment, remuneration, profit or benefit it obtains as a result of acting in the ways referred to above.

## 13. Assignments

13.1 The Borrower shall not assign any of its rights or transfer any of its rights or obligations under any of the Mandate Documents without the prior written consent of the MLABU.

13.2 The MLABU shall not assign any of its rights or transfer any of its rights or obligations under any of the Mandate Documents without the prior written consent of the Borrower provided that:

(a) this paragraph 13.2 shall not prevent the syndication by the MLABU of its commitment(s) and/or participation(s) in respect of any or all of the Facilities (or any part thereof) in accordance with the Mandate Documents or any assignment or transfer of the commitment(s) and/or participation(s) of the MLABU in respect of any or all of the Facilities (or any part thereof) under any Facility Document in accordance with the terms of the Facility Documents; and

(b) this paragraph 13.2 shall be without prejudice to the MLABU's rights under paragraph 20.2 below.

14. **Termination**

14.1 If the Borrower does not accept the offer made by the MLABU in this Letter in accordance with the last paragraph of this Letter before close of business in Hong Kong on 8 October 2022, such offer shall terminate on that date.

14.2 The MLABU may terminate its obligations under this Letter with immediate effect by notifying the Borrower if:

(a) the Acquisition has been withdrawn, abandoned or aborted, or the Borrower or Merger Co's offer in respect of the Acquisition has been rejected by the Target;

(b) the Merger Agreement is terminated, rescinded, lapses or otherwise ceases to be in full force and effect; or

(c) the Closing Date has not occurred by 31 March 2023 (or such later date as the MLABU may agree in writing).

15. **Survival**

15.1 Except for paragraphs 2 (*Commitment*) and 14 (*Termination*), the terms of this Letter shall survive and continue after the Facility Documents (or any of them) are signed (and shall survive and continue after utilisation of any or all of the Facilities). Upon the execution of the Facilities Agreement, the obligations and commitments of the MLABU under paragraph 2 (*Commitment*) shall be superseded by the provisions of the Facilities Agreement.

15.2 Without prejudice to paragraph 15.1, paragraphs 5 (*Fees, Costs and Expenses*), 6 (*Payments*), 9 (*Indemnity*), 10 (*Confidentiality*), 11 (*Publicity/Announcements*), 12 (*Conflicts*) and 14 (*Termination*) to 20 (*Miscellaneous*) inclusive shall survive and continue after any termination of, or termination of the obligations of the MLABU under, any or all of the Mandate Documents.

16. **Entire Agreement**

16.1 The Mandate Documents set out the entire agreement between the Borrower and the MLABU as to arranging, managing the syndication of and underwriting the Facilities and supersede any prior oral and/or written understandings or arrangements relating to any Facility, except that the provisions of 3, 7, 8 and 11 to 15 of, and the schedule to, the engagement letter dated 9 June 2022 from the MLABU to the Borrower shall continue to survive in full force and effect.

16.2 Any provision of a Mandate Document may only be amended or waived in writing signed by all parties thereto.



17. **Third Party Rights**

17.1 Unless expressly provided to the contrary in this Letter, a person who is not a party to this Letter has no right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623) to enforce or to enjoy the benefit of any of its terms.

17.2 Notwithstanding any term of this Letter, the consent of any person who is not a party to this Letter is not required to rescind or vary this Letter at any time.

18. **Counterparts**

This Letter may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Letter.

19. **Governing Law and Jurisdiction**

19.1 This Letter (including the agreement constituted by your acknowledgement of its terms) is governed by the laws of Hong Kong.

19.2 The courts of Hong Kong have exclusive jurisdiction to settle any dispute arising out of or in connection with this Letter (including the agreement constituted by your acknowledgement of its terms) (including any dispute regarding the existence, validity or termination of thereof) (a "**Dispute**").

19.3 Paragraph 19.2 is for the benefit of the MLABU only. Accordingly, the MLABU shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the MLABU may take concurrent proceedings in any number of jurisdictions.

19.4 Without prejudice to any other mode of service allowed under any relevant law, the Borrower:

(a) irrevocably appoints Forebright Capital Management Ltd. as its agent for service of process in relation to any proceedings before the Hong Kong courts in connection with any Mandate Document; and

(b) agrees that failure by a process agent to notify the Borrower of any process will not invalidate the proceedings concerned.

If any person appointed as agent for service of process is unable for any reason to act as agent for service of process for the Borrower under any Mandate Document, the Borrower shall promptly (and in any event within five days of such event taking place) appoint another agent on terms acceptable to the MLABU. Failing this, the MLABU may appoint another agent for this purpose, and such appointment shall be binding on the Borrower.

20. **Miscellaneous**

20.1 The failure to exercise or delay in exercising a right or remedy by the MLABU under the Mandate Documents shall not constitute a waiver of such right or remedy or a waiver of any other rights or remedies under any of the Mandate Documents or constitute an election to affirm this letter. No election by the MLABU to affirm this Letter shall be effective unless it is in writing and no single or partial exercise of any right or remedy shall preclude any further exercise thereof, or the exercise of any other right or remedy.



20.2 The rights and remedies of the MLABU contained in the Mandate Documents are cumulative and not exclusive of any rights or remedies provided by law.

20.3 The MLABU may delegate, by prior written notice to the Borrower, any or all of its rights and obligations under the Mandate Documents to any of its Affiliates (each a "**Delegate**") and may designate any Delegate as responsible for the performance of any of its appointed functions under the Mandate Documents. Each Delegate may rely on and enjoy the benefit of this Letter pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap. 623), subject always to the terms of paragraphs 17.2 and 19 (*Governing Law and Jurisdiction*).

If you agree to the above, please acknowledge your agreement and acceptance of the offer made by the MLABU in this Letter by returning by email to Singapore Loan Operations at apac.loansvc@credit-suisse.com before close of business in Hong Kong on 8 October 2022 copies of (i) this Letter and each Fee Letter (despatched to you together with this Letter) duly countersigned by you and (ii) the Sponsor Letter duly countersigned by the Sponsor Entity.

Yours faithfully

/s/ Chan Yik Ley & /s/ Liu Feng-Hao

For and on behalf of

**Credit Suisse AG, Singapore Branch**
(incorporated in Switzerland with limited liability)
as MLABU



We acknowledge and agree to the above:

/s/ IP Kun Wan
For and on behalf of

**FNOF Precious Honour Limited**
as Borrower



**ANNEX A**

**Term Sheet**

**ANNEX B**

**White List**

**Exhibit 7.8**

September 30, 2022

Right Dynamic Investments Limited ("Holdco")
Wickhams Cay II, Road Town
Tortola, VG1110
British Virgin Islands

Re: Equity Commitment Letter

Ladies and Gentlemen:

This letter agreement sets forth (a) the commitment of the undersigned (the "Sponsor"), subject to (i) the terms and conditions contained in an Agreement and Plan of Merger, dated as of the date hereof, by and among FNOF Precious Honour Limited, a company incorporated under the laws of British Virgin Islands and a wholly owned subsidiary of Holdco ("Parent"), Rim Peak Technology Limited, an exempted company with limited liability incorporated under the laws of the Cayman Islands and a wholly owned subsidiary of Parent ("Merger Sub") and $O_2$Micro International Limited, a company with limited liability incorporated under the laws of the Cayman Islands (the "Company") (as may be amended, restated, supplemented or otherwise modified from time to time in accordance with its terms, the "Merger Agreement"), which provides, among other things, for the merger of Merger Sub with and into the Company, with the Company continuing as the surviving company and a wholly owned subsidiary of Parent (the "Merger") and (ii) the terms and conditions contained herein, and (b) the guarantee by Forebright New Opportunities Fund III, L.P. (the "Fund") of the Sponsor's payment obligations under this letter agreement (which obligations are subject to the terms and conditions in the Merger Agreement and this letter agreement). Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Merger Agreement.

1. Commitment. The Sponsor hereby commits, subject to the terms and conditions set forth herein, to subscribe, or cause to be subscribed, directly or indirectly through one or more intermediate entities, for newly issued common stock of Holdco with shareholder's rights and protections that are customary in private equity investment transactions and to pay, or cause to be paid, to Holdco in immediately available funds at or prior to the Effective Time an aggregate cash purchase price in immediately available funds equal to $45,274,075 (such sum, as may be reduced pursuant to this Section 1, the "Commitment"). Holdco will apply the Commitment, or contribute the Commitment to Parent and cause Parent to apply the Commitment, to (i) fund a portion of the Merger Consideration and any other amounts required to be paid pursuant to the Merger Agreement and (ii) pay related fees and expenses pursuant to the Merger Agreement. Notwithstanding anything to the contrary contained herein, the Sponsor shall not, under any circumstances, be obligated to contribute more than the Commitment to Holdco and the aggregate amount of liability of the Sponsor hereunder shall not exceed the amount of the Commitment (the "Cap"). In the event that Parent does not require the full amount of the Commitment in order to consummate the Merger, the amount to be funded under this letter agreement shall, unless otherwise agreed in writing by the Sponsor, be reduced by Holdco to the level sufficient to fully fund the Merger Consideration and pay related fees and expenses pursuant to the Merger Agreement.

2. Conditions to Funding. The payment of the Commitment to Holdco shall be subject to (i) the execution and delivery of the Merger Agreement by the Company, (ii) the satisfaction, or waiver by Parent, of each of the conditions to Parent's and Merger Sub's obligations to effect the Merger set forth in Sections 7.01 and 7.02 of the Merger Agreement as in effect from time to time (other than those conditions that by their nature are to be satisfied at the Closing), (iii) either the substantially contemporaneous consummation of the Closing or the obtaining by the Company in accordance with Section 9.08 of the Merger Agreement of a final and non-appealable order requiring Parent to cause the Equity Financing to be funded and to effect the Closing, (iv) the Debt Financing (or, if applicable, the Alternative Financing) will be funded at the Closing in accordance with the terms thereof assuming the Equity Financing is funded at the Closing, and (v) the substantially contemporaneous consummation of the contribution of the Rollover Shares by the Rollover Shareholders pursuant to the Support Agreement or the applicable party thereto seeking enforcement of the Support Agreement.

3. Termination. This letter agreement, and the obligation of the Sponsor to fund the Commitment, will terminate automatically and immediately upon the earliest to occur of (i) the Closing, at which time such obligation will be discharged but subject to performance of such obligation, (ii) the termination of the Merger Agreement in accordance with its terms, (iii) the Company's receipt in full of the Parent Termination Fee under the Merger Agreement, and (iv) the Company or any of its Affiliates directly or indirectly (x) asserting a claim (whether in tort, contract or otherwise) or initiating a proceeding against Holdco, Parent, Merger Sub, the

Sponsor, any Non-Recourse Party (as defined below) in connection with or relating to this letter agreement, the Merger Agreement, the Limited Guarantee, or any of the transactions contemplated under the Merger Agreement (other than a claim seeking an order of specific performance of the Sponsor's obligation to make the Commitment hereunder in the circumstances provided for in Section 6, or seeking specific performance pursuant to the Merger Agreement), or (y) asserting that the Cap on the Sponsor's aggregate liabilities hereunder is illegal, invalid or unenforceable in whole or in part. Upon termination of this letter agreement, all rights and obligations of the Sponsor hereunder with respect to the Commitment shall terminate, and the Sponsor shall not have any further obligations or liabilities hereunder.

4. No Modification. Neither this letter agreement nor any provision hereof may be amended, modified, supplemented, terminated (other than in accordance with Section 3 above) or waived without the prior written consent of (i) Holdco and the Sponsor, and (ii) solely with respect to any provisions of this letter agreement with respect to which the Company is expressly made a third party beneficiary pursuant to Section 6 of this letter agreement, the Company (at the direction of the Special Committee). No transfer of any rights or obligations hereunder shall be permitted without the consent of Parent, the Sponsor and the Company (at the direction of the Special Committee) (which consent shall not be unreasonably withheld, delayed or conditioned).

5. Confidentiality. This letter agreement shall be treated as confidential and is being provided to Holdco solely in connection with the transactions contemplated by the Merger Agreement, including the Merger. Unless required by applicable Laws, regulations or rules (including rules promulgated by either the SEC or Nasdaq), this letter agreement may not be used, circulated, quoted or otherwise referred to in any document, except (i) for the Merger Agreement and/or filings to be made with the SEC or Nasdaq, or (ii) with the Sponsor's written consent. Notwithstanding the foregoing, a copy of this letter agreement may be provided to the Company.

6. Third Party Beneficiary. This letter agreement shall inure to the benefit of and be binding upon Holdco and the Sponsor. This letter agreement may only be enforced by Holdco, and none of the creditors of Holdco, Parent or Merger Sub nor any other Person that is not a party to this letter agreement shall have any right to enforce this letter agreement or to cause Holdco to enforce this letter agreement; provided, that, subject to the terms and conditions herein (including Sections 2 and 11) and in Section 9.08 of the Merger Agreement, the Company is an express third party beneficiary of the rights granted to Holdco under this letter agreement to the extent of the rights set forth in Sections 1, 4, 6, 7, 8, 9 and 11 and shall be entitled to an injunction or an order of specific performance (or another non-monetary equitable remedy) to cause the Commitment to be funded (the "Company Third Party Beneficiary Rights"). The parties hereby agree that subject to the Company Third Party Beneficiary Rights, their respective representations, warranties and covenants set forth herein are solely for the benefit of the other party hereto in accordance with and subject to the terms of this letter agreement, and this letter agreement is not intended to, and does not, confer upon any Person other than the parties hereto any rights or remedies hereunder or any rights to enforce the Commitment or any provision of this letter agreement.



7. Governing Law. This letter agreement and all disputes or controversies arising out of, or relating to, this letter agreement or the transaction contemplated hereby shall be interpreted, construed and governed by and in accordance with the Laws of the State of New York without regard to the conflicts of law principles thereof.

8. Submission to Jurisdiction. Subject to the last sentence of this Section 8, any Action arising out of or relating to this letter agreement or its subject matter (including a dispute regarding the existence, validity, formation, effect, interpretation, performance or termination of this letter agreement) shall be submitted to HKIAC and resolved in accordance with the Arbitration Rules of HKIAC. The place of arbitration shall be Hong Kong. The official language of the arbitration shall be English and the arbitration tribunal shall consist of three arbitrators (each, an "Arbitrator"). The claimant(s) shall nominate jointly one Arbitrator; the respondent(s) 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 arbitration 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 Arbitration Rules of HKIAC, such Arbitrator shall be appointed promptly by the HKIAC. The arbitration tribunal shall have no authority to award punitive or other punitive-type damages. The award of the arbitration 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.

9. Assignments. This letter agreement shall not be assigned by any of the parties (whether by operation of law or otherwise) without the prior written consent of the other party and the Company (at the direction of the Special Committee); provided, that without the prior written consent of Holdco and the Company, the rights, interests or obligations under this letter agreement may be assigned or delegated, in whole or in part, by the Sponsor to one or more of its Affiliates, provided, that no such assignment or delegation shall relieve the Sponsor of its obligations hereunder. Any attempted assignment in violation of this Section 9 shall be null and void.

10. Representations. Each of the Sponsor and the Fund hereby represents and warrants with respect to itself to Holdco that (a) it is duly organized, validly existing and in good standing under the Laws of the jurisdiction of its formation and has full legal right, power, capacity and authority to execute and deliver this letter agreement, to perform the obligations hereunder and to consummate the transactions contemplated hereby; (b) this letter agreement has been duly and validly executed and delivered by it and constitutes a valid and legally binding obligation, enforceable against it in accordance with the terms of this letter agreement, subject to the Enforceability Exceptions; (c) all consents, approvals, authorizations, permits of, filings with and notifications to, any Governmental Authority or any other person necessary for the due execution, delivery and performance of this letter agreement by it have been obtained or made and all conditions thereof have been duly complied with, and no other action by, and no notice to or filing with, any Governmental Authority or any other person is required in connection with the execution, delivery or performance of this letter agreement; (d) there is no Action pending against it, or, to its knowledge, threatened against it, that restricts or prohibits the performance by it of its obligations under this letter agreement; and (e) the execution, delivery and performance by it of this letter agreement does not (i) violate any applicable Law or any court judgment, or (ii) result in any violation of, or default (with or without notice or lapse of time, or both) under, or give rise to a right of termination, cancellation or acceleration of any obligation or to the loss of any benefit under, or otherwise require the consent or approval of any other Person pursuant to, any Contract to which it is a party, and (f) it will, at the Closing, have sufficient funds, available lines of credit, unfunded capital commitments that it is entitled to call to fulfill its Commitment, or other sources of immediately available funds to fulfill its payment obligation of sum of the Commitment hereunder.



11. No Recourse. Notwithstanding anything that may be expressed or implied in this letter agreement or any document or instrument delivered in connection herewith, by its acceptance of the benefits of this letter agreement, Holdco covenants, agrees and acknowledges that no person (other than the Sponsor, the Fund or, if applicable, its successors or permitted assigns hereunder) has any obligation hereunder and that, notwithstanding that the Sponsor, the Fund or their Affiliates may be partnerships or limited liability companies, Holdco has no right of recovery under this letter agreement, or any claim based on such obligations against, and no personal liability shall attach to, the former, current or future equity holders, controlling persons, directors, officers, employees, agents, Affiliates (other than the Sponsor and the Fund) including, for the avoidance of doubt, members, managers or general or limited partners of the Sponsor, the Fund, Merger Sub, Holdco or Parent, or any former, current or future equity holder, controlling person, director, officer, employee, general or limited partner, member, manager, affiliate (other than the Sponsor and the Fund) or agent of any of the foregoing (collectively, each of the foregoing but not including the Sponsor, the Fund, Holdco or their respective assignees themselves, a "Non-Recourse Party"), through Holdco or otherwise, whether by or through attempted piercing of the corporate veil, by or through a claim by or on behalf of the Company or Holdco against any Non-Recourse Party, by the enforcement of any assessment or by any legal or equitable proceeding, by virtue of any statute, regulation or applicable law, or otherwise.

12. Notices. All notices and other communications hereunder shall be in writing and in the English language, and shall be deemed duly given (a) on the date of delivery if delivered personally, or if by facsimile or email, upon written confirmation of receipt by facsimile or email, (b) on the first Business Day following the date of dispatch if delivered utilizing a next-day service by a recognized next-day courier, or (c) on the earlier of confirmed receipt or the fifth Business Day following the date of mailing if delivered by registered or certified mail, return receipt requested, postage prepaid. All notices hereunder shall be delivered to the addresses set forth below or pursuant to such other instructions as may be designated in writing by the party to receive such notice:



if to Holdco, to:

Mr. Shyun-Dii Sterling Du
RmB, 2Fl, Zhangjian Mansion
No 289, Chun Xiao Rd
Pudong New Area

Shanghai Free Trade Zone
China 201203

Messrs. Kiril Ip & Kallon Gao

c/o Suite 3720, Jardine House
1 Connaught Place, Central
Hong Kong

Email: kiril.ip@forebrightcapital.com &
kallon.gao@forebrightcapital.com

if to the Sponsor and the Fund, to:

FNOF Dynamic Holdings Limited

c/o Suite 3720, Jardine House
1 Connaught Place, Central
Hong Kong

Email: kiril.ip@forebrightcapital.com &
kallon.gao@forebrightcapital.com

13. Entire Agreement. This letter agreement, together with the Limited Guarantee, the Support Agreement, and the Merger Agreement, contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements or understandings, both written and oral, between the parties with respect to the subject matter hereof.

14. Severability. If any provision of this letter agreement is invalid, illegal or incapable of being enforced by any rule of law, or public policy, all other provisions of this letter agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon a determination that any provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this letter agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

15. Counterparts. This letter agreement may be executed in counterparts and by facsimile or in .pdf format, each of which, when so executed, shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

16. Guarantee. The undersigned, Forebright New Opportunities Fund III, L.P., hereby guarantees to Holdco the obligations of the Sponsor to fund its Commitment upon the terms and subject to the conditions of this letter agreement.



[*Remainder of page intentionally left blank*]

IN WITNESS WHEREOF, this letter agreement is executed and effective as of date first written above.

Sponsor:

FNOF DYNAMIC HOLDINGS LIMITED

By: /s/ IP Kun Wan
Name: IP Kun Wan
Title: Director

IN WITNESS WHEREOF, this letter agreement is executed and effective as of date first written above.

Fund:

FOREBRIGHT NEW OPPORTUNITIES FUND III, L.P.

Acting by its general partner

FNOF GP III LIMITED

By: /s/ IP Kun Wan
Name: IP Kun Wan
Title: Director

Agreed to and acknowledged
as of the date first written above:

Holdco:

RIGHT DYNAMIC INVESTMENTS LIMITED

By: /s/ IP Kun Wan
Name: IP Kun Wan
Title: Director

**Exhibit 7.9**

**ROLLOVER AND SUPPORT AGREEMENT**

This ROLLOVER AND SUPPORT AGREEMENT (this "Agreement") is entered into as of September 30, 2022 by and among Right Dynamic Investments Limited, a company incorporated under the laws of British Virgin Islands ("Holdco"), and the persons set forth on Schedule A hereto (each, a "Rollover Shareholder" and collectively, "Rollover Shareholders"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Merger Agreement (as defined below).

WHEREAS, FNOF Precious Honour Limited, a company incorporated under the laws of British Virgin Islands and a wholly owned subsidiary of Holdco ("Parent"), Rim Peak Technology Limited, an exempted company with limited liability incorporated under the laws of the Cayman Islands and a wholly owned Subsidiary of Parent ("Merger Sub"), and $O_2$Micro International Limited, a company with limited liability incorporated under the laws of the Cayman Islands (the "Company"), have, concurrently with the execution of this Agreement, entered into an Agreement and Plan of Merger, dated as of the date hereof (as amended, the "Merger Agreement"), which provides, among other things, for the merger of Merger Sub with and into the Company, with the Company continuing as the surviving company and a wholly owned subsidiary of Parent (the "Merger"), upon the terms and subject to the conditions set forth therein;

WHEREAS, as of the date hereof, each Rollover Shareholder is a "beneficial owner" (within the meaning of Rule 13d-3 under the Exchange Act) of the Shares (including Shares represented by ADSs) as set forth opposite such Rollover Shareholder's name under the column "Rollover Shares" on Schedule A attached hereto (with respect to each Rollover Shareholder, the "Rollover Shares") (the Rollover Shares, together with any other Shares (including Shares represented by ADSs) acquired, whether beneficially or of record, by such Rollover Shareholder after the date hereof and prior to the earlier of the Effective Time and the termination of all of such Rollover Shareholder's obligations under this Agreement, by means of purchase, dividend or distribution, or issuance upon the exercise of any Company Options or warrants, the conversion of any convertible securities, the vesting of any Company RSUs or otherwise, being collectively referred to herein as the "Securities");

WHEREAS, in connection with the consummation of the Merger, each Rollover Shareholder agrees to (a) have its, his or her Rollover Shares cancelled for no consideration in exchange for newly issued common stock of Holdco (the "Holdco Shares"), and (b) vote the Securities at the Shareholders Meeting in favor of the authorization and approval of the Merger Agreement, the Plan of Merger and the consummation of the Transactions, including the Merger, in each case, upon the terms and conditions set forth herein;

WHEREAS, in order to induce Parent and Merger Sub to enter into the Merger Agreement and consummate the transactions contemplated thereby, including the Merger, the Rollover Shareholders are entering into this Agreement; and

WHEREAS, the Rollover Shareholders acknowledge that Holdco is causing Parent and Merger Sub to enter into, and Parent and Merger Sub are entering into, the Merger Agreement in reliance on the representations, warranties, covenants and other agreements of the Rollover Shareholders set forth in this Agreement.

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NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

## ARTICLE I

## VOTING; GRANT AND APPOINTMENT OF PROXY

Section 1.1 Voting. During the period commencing on the date hereof and continuing until the termination of this Agreement in accordance with its terms (the "Term"), at the Shareholders Meeting or any other meeting (whether annual or special) of the shareholders of the Company, however called, at which any of the matters described in paragraphs (a) through (f) hereof is to be considered (and any adjournment or postponement thereof), or in connection with any written resolution of the Company's shareholders, each Rollover Shareholder hereby irrevocably and unconditionally agrees that it, he or she shall, and shall cause its, his or her Affiliates to, (i) in the case of a meeting, appear or cause its, his or her representative(s) to appear at such meeting or otherwise cause its Securities to be counted as present thereat for purposes of determining whether a quorum is present and (ii) vote or cause to be voted (including by proxy or written resolution, if applicable) all of such Rollover Shareholder's Securities:

(a) in favor of the authorization and approval of the Merger Agreement, the Plan of Merger and the Transactions,

(b) against the approval of Competing Transaction or any action contemplated by a Competing Transaction, or any other transaction, proposal, agreement or action made in opposition to the authorization or the approval of the Merger Agreement or in competition with, mutually exclusive with or inconsistent with the Merger and the other Transactions,

(c) against any other action, agreement or transaction that is intended, that would reasonably be expected, or the effect of which would reasonably be expected, to impede, interfere with, delay, postpone, discourage or adversely affect the Merger or any of the other Transactions or this Agreement or the performance by such Rollover Shareholder of its, his or her obligations under this Agreement including, without limitation: (i) any extraordinary corporate transaction, such as a scheme of arrangement, merger, consolidation or other business combination involving the Company or any of its Subsidiaries, other than the Merger; (ii) a sale, lease or transfer of a material amount of assets of the Company or any of its Subsidiaries or a reorganization, recapitalization or liquidation of the Company or any of its Subsidiaries; (iii) an election of new members to the board of directors of the Company, other than nominees to the board of directors of the Company who are serving as directors of the Company on the date of this Agreement or as otherwise provided in the Merger Agreement; (iv) any material change in the present capitalization or dividend policy of the Company or any amendment to the Company's memorandum or articles of association, except if approved in writing by Holdco; or (v) any other action that would require the consent of Parent pursuant to the Merger Agreement, except if approved in writing by Parent or Holdco,



(d) against any action, proposal, transaction or agreement that would reasonably be expected to result in a breach in any respect of any covenant, representation or warranty or any other obligation or agreement of the Company contained in the Merger Agreement, or of such Rollover Shareholder contained in this Agreement,

(e) in favor of any adjournment or postponement of the Shareholders Meeting or other annual or special meeting of the shareholders of the Company, however called, at which any of the matters described in paragraphs (a) through (f) hereof is to be considered as may be reasonably requested by Holdco in order to consummate the Transactions, and

(f) in favor of any other matter necessary or reasonably requested by Holdco to effect the Transactions.

Section 1.2 Grant of Irrevocable Proxy; Appointment of Proxy.

(a) Each Rollover Shareholder hereby irrevocably appoints Parent and any designee thereof, each of them individually, as its, his or her proxy and attorney-in-fact (with full power of substitution), to vote or cause to be voted (including by proxy or written resolution, if applicable) the Securities in accordance with Section 1.1 above at the Shareholders Meeting or other annual or special meeting of the shareholders of the Company, however called, including any adjournment or postponement thereof, at which any of the matters described in Section 1.1 above is to be considered. Each Rollover Shareholder represents that all proxies, powers of attorney, instructions or other requests given by it, him or her prior to the execution of this Agreement in respect of the voting of its, his or her Securities, if any, have been revoked or substituted by Parent and any designee thereof with respect to such Rollover Shareholder's Securities in connection with the transactions contemplated, and to the extent required, under the Merger Agreement and this Agreement, including the Merger. Each Rollover Shareholder shall take (or cause to be taken) such further action or execute such other instruments as may be necessary to give effect to this proxy.

(b) Each Rollover Shareholder affirms that the irrevocable proxy set forth in this Section 1.2 is given in connection with the execution of the Merger Agreement, and that such irrevocable proxy is given to secure the performance of the duties of such Rollover Shareholder under this Agreement. Each Rollover Shareholder further affirms that the irrevocable proxy is coupled with an interest and, except as set forth in this Section 1.2, is intended to be irrevocable prior to the termination of this Agreement. If for any reason the proxy granted herein is not irrevocable, then such Rollover Shareholder agrees to vote its, his or her respective Securities in accordance with Section 1.1 above as instructed in writing by Holdco, or any designee of Holdco prior to the termination of this Agreement. The parties agree that the foregoing is a voting agreement.

Section 1.3 Restrictions on Transfer. Except as provided for in Article III below or pursuant to the Merger Agreement, each Rollover Shareholder hereby agrees that, from the date hereof until the termination of this Agreement, it, he or she shall not, directly or indirectly, (a) sell, transfer, assign, tender in any tender or exchange offer, pledge, grant, encumber, hypothecate or otherwise similarly dispose of (by merger, testamentary disposition, operation of law or otherwise) (collectively, "Transfer"), either voluntarily or involuntarily, or enter into any Contract, option or other arrangement or understanding with respect to the Transfer of any Securities or

any interest therein, or with respect to any limitation on voting right of any Securities, including, without limitation, any swap transaction, option, warrant, forward purchase or sale transaction, futures transaction, cap transaction, floor transaction, collar transaction or any other similar transaction (including any option with respect to any such transaction) or combination of any such transactions, in each case involving any Securities (any such transaction, a "Derivative Transaction"), (b) deposit any Securities into a voting trust or enter into a voting agreement or arrangement or grant any proxy or power of attorney with respect thereto that is inconsistent with this Agreement, (c) take any action that would make any representation or warranty of such Rollover Shareholder set forth in this Agreement untrue or incorrect or have the effect of preventing it from performing any of its obligations under this Agreement or that is intended, or would reasonably be expected, to impede, frustrate, interfere with, delay, postpone or prevent the consummation of the Merger or the other transactions contemplated by the Merger Agreement or this Agreement or the performance by the Company of its obligations under the Merger Agreement or by such Rollover Shareholder of its obligations under this Agreement, (d) exercise, convert or exchange, or take any action that would result in the exercise, conversion or exchange, of any Securities, or (e) agree (whether or not in writing) to take any of the actions referred to in the foregoing clauses (a) through (d). Any purported Transfer or Derivative Transaction in violation of this Section 1.3 shall be null and void.



## ARTICLE II

## NO SOLICITATION

Section 2.1 Restricted Activities. During the Term, each Rollover Shareholder, solely in its, his or her capacity as a shareholder of the Company, shall not, and shall cause its, his or her officers, directors, employees, agents, advisors and other representatives (in each case, acting in their capacity as such to such Rollover Shareholder (the "Shareholder's Representatives")) not to, directly or indirectly: (a) solicit, initiate or knowingly encourage (including by way of furnishing nonpublic information concerning any Group Company), or knowingly take any other action to facilitate, any inquiries or the making of any proposal or offer (including any proposal or offer to its shareholders) that constitutes, or may reasonably be expected to lead to, any Competing Transaction (the "Competing Proposal"), (b) enter into, maintain or continue discussions or negotiations with, or provide any non-public information relating to the Company or any of its Subsidiaries to, any person in connection with any Competing Proposal, (c) unless required by applicable Law, grant any waiver, amendment or release under any standstill or confidentiality agreement or Takeover Statutes, or otherwise knowingly facilitate any effort or attempt by any person to make a Competing Proposal, or (d) approve, endorse or recommend (or publicly propose to approve, endorse or recommend) or enter into any letter of intent, Contract or commitment contemplating or otherwise relating to, or that would reasonably be expected to result in, a Competing Proposal.

Section 2.2 Notification. Each Rollover Shareholder, solely in its, his or her capacity as a shareholder of the Company, shall and shall cause its, his or her Representatives as applicable to, immediately cease and cause to be terminated any discussions or negotiations with any parties that may have been conducted heretofore with respect to a Competing Proposal. During the Term, each Rollover Shareholder shall promptly advise Holdco of (a) any Competing Proposal, (b) any request it, he or she receives in its, his or her capacity as a shareholder of the Company for non-public information relating to the Company or any of its Subsidiaries, and (c) any inquiry or request for discussion or negotiation it, he or she receives in its, his or her capacity as a shareholder of the Company regarding a Competing Proposal, including in each case the identity of the person making any such Competing Proposal or indication or inquiry and the terms of any such Competing Proposal or indication or inquiry (including, if applicable, copies of any written requests, proposals or offers, including proposed agreements). Each Rollover Shareholder, in its, his or her capacity as a shareholder of the Company, shall keep Holdco reasonably informed on a reasonably current basis of the status and terms (including any material changes to the terms thereof) of any such Competing Proposal or indication or inquiry (including, if applicable, any revised copies of written requests, proposals and offers) and the status of any such discussions or negotiations to the extent known by such Rollover Shareholder. This Section 2.2 shall not apply to any Competing Proposal received by the Company.



Section 2.3 Capacity. Notwithstanding anything to the contrary in this Agreement, (i) each Rollover Shareholder is entering into this Agreement, and agreeing to become bound hereby, solely in its, his or her capacity as a beneficial owner of the Securities owned by its, his or her and not in any other capacity (including without limitation any capacity as a director or officer of the Company) and (ii) nothing in this Agreement shall obligate such Rollover Shareholder to take, or refrain from taking, any action as a director or officer of the Company.

## ARTICLE III

## ROLLOVER

Section 3.1 Cancellation of Rollover Shares. Subject to the terms and conditions set forth herein, all of each Rollover Shareholder's right, title and interest in and to its, his or her Rollover Shares shall be cancelled at the Closing for no consideration. Each Rollover Shareholder shall take all actions necessary to cause its, his or her Securities to be treated as set forth herein. Other than its, his or her Rollover Shares or Securities, all equity interests of the Company held by such Rollover Shareholder, if any, shall be treated as set forth in the Merger Agreement and not be affected by the provisions of this Agreement.

Section 3.2 Issuance of Holdco Shares. Immediately prior to the Closing, in consideration for the cancellation of the Rollover Shares by each Rollover Shareholder in accordance with Section 3.1, Holdco shall issue Holdco Shares in the name of such Rollover Shareholder (or, if designated by such Rollover Shareholder, one or more affiliates of such Rollover Shareholder) in the amount set forth opposite such Rollover Shareholder's name under the column titled "Holdco Shares" on Schedule A hereto. Each Rollover Shareholder hereby acknowledges and agrees that (a) delivery of such Holdco Shares shall constitute complete satisfaction of all obligations towards or sums due to such Rollover Shareholder by Holdco, Parent and Merger Sub in respect of the Rollover Shares held by such Rollover Shareholder and cancelled pursuant to Section 3.1 above, and (b) such Rollover Shareholder shall have no right to any Per Share Merger Consideration, or any other merger consideration in respect of the Rollover Shares held by such Rollover Shareholder.



Section 3.3 Rollover Closing. Subject to the satisfaction in full (or waiver, if permissible) of all of the conditions set forth in ARTICLE VII of the Merger Agreement (other than conditions that by their nature are to be satisfied or waived, as applicable, at the Closing), the closing of the issuance of Holdco Shares contemplated hereby (the "Rollover Closing") shall take place immediately prior to the Closing.

## ARTICLE IV

## REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE ROLLOVER SHAREHOLDERS

Section 4.1 Representations and Warranties. Each Rollover Shareholder hereby represents and warrants to Holdco as of the date hereof and as of the Closing:

(a) such Rollover Shareholder has full legal right, power, capacity and authority to execute and deliver this Agreement, to perform such Rollover Shareholder's obligations hereunder and to consummate the transactions contemplated hereby;

(b) if such Rollover Shareholder is not a natural person, such Rollover Shareholder is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation;

(c) this Agreement has been duly executed and delivered by such Rollover Shareholder and the execution, delivery and performance of this Agreement by such Rollover Shareholder and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action on the part of such Rollover Shareholder (if applicable) and no other actions or proceedings on the part of such Rollover Shareholder (if applicable) are necessary to authorize this Agreement or to consummate the transactions contemplated hereby;

(d) assuming due authorization, execution and delivery by Holdco, this Agreement constitutes a legal, valid and binding agreement of such Rollover Shareholder, enforceable against such Rollover Shareholder in accordance with its terms, except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar Laws affecting creditors' rights generally and by general principles of equity (regardless of whether considered in a proceeding in equity or at law);

(e) such Rollover Shareholder (A) is and, immediately prior to the Closing, will be the beneficial owner of, and has and will have good and valid title to, the Securities, free and clear of Liens other than as created by this Agreement, and (B) has and will have sole or shared (together with affiliates controlled by such Rollover Shareholder) voting power, power of disposition, power to demand dissenter's rights and power to agree to all of the matters set forth in this Agreement, with respect to all of the Securities, with no limitations, qualifications, or restrictions on such rights;

(f) except for the applicable requirements of the Exchange Act, (i) no filing with, and no permit, authorization, consent or approval of, any Governmental Authority is necessary on the part of such Rollover Shareholder for the execution, delivery and performance of this Agreement by such Rollover Shareholder or the consummation by such Rollover Shareholder of the transactions contemplated hereby, and (ii) neither the execution, delivery or performance of this Agreement by such Rollover Shareholder nor the consummation by such Rollover Shareholder of the transactions contemplated hereby, nor compliance by such Rollover Shareholder with any of the provisions hereof shall (A) if such Rollover Shareholder is not a natural person, conflict with or violate any provision of the organizational documents of such Rollover Shareholder, (B) result in any breach or violation of, or constitute a default (or an event which, with notice or lapse of time or both, would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, or result in the creation of a Lien on property or assets of such Rollover Shareholder pursuant to any Contract to which such Rollover Shareholder is a party or by which such Rollover Shareholder or any property or asset of such Rollover Shareholder is bound, (C) violate any Law applicable to such Rollover Shareholder or any of such Rollover Shareholder's properties or assets or (D) otherwise require the consent or approval of any other person pursuant to any Contract binding on such Rollover Shareholder or its, his or her properties or assets;



(g) there is no Action pending against such Rollover Shareholder or, to the knowledge of such Rollover Shareholder, any other person or, to the knowledge of such Rollover Shareholder, threatened against such Rollover Shareholder or any other person that restricts or prohibits (or, if successful, would restrict or prohibit) the performance by such Rollover Shareholder of its obligations under this Agreement;

(h) such Rollover Shareholder has been afforded the opportunity to ask such questions as it, he or she has deemed necessary of, and to receive answers from, representatives of Holdco concerning the terms and conditions of the transactions contemplated hereby and the merits and risks of owning the Holdco Shares and such Rollover Shareholder acknowledges that it, he or she has been advised to discuss with its, his or her own counsel the meaning and legal consequences of such Rollover Shareholder's representations and warranties in this Agreement and the transactions contemplated hereby; and

(i) such Rollover Shareholder understands and acknowledges that Holdco is causing Parent and Merger Sub to enter into, and Parent, Merger Sub and the Company are entering into, the Merger Agreement in reliance upon such Rollover Shareholder's execution, delivery and performance of this Agreement.

Section 4.2 Covenants. Each Rollover Shareholder hereby:

(a) agrees, prior to the termination of this Agreement, not to take any action that would make any representation or warranty of such Rollover Shareholder contained herein untrue or incorrect or have or could have the effect of preventing, impeding or interfering with or adversely affecting the performance by such Rollover Shareholder of its, his or her obligations under this Agreement;

(b) irrevocably waives, and agrees not to exercise, any rights of appraisal or rights of dissent from the Merger that such Rollover Shareholder may have with respect to such Rollover Shareholder's Securities (including any rights under Section 238 of the CICL) prior to the termination of this Agreement;



(c) agrees to permit the Company to publish and disclose in the Proxy Statement (including all documents filed with the SEC in accordance therewith), such Rollover Shareholder's identity and beneficial ownership of Shares or other equity securities of the Company and the nature of such Rollover Shareholder's commitments, arrangements and understandings under this Agreement;

(d) agrees and covenants that such Rollover Shareholder shall promptly notify Holdco of any new Shares with respect to which beneficial ownership (within the meaning of Rule 13d-3 of the Exchange Act) is acquired by such Rollover Shareholder, including, without limitation, by purchase, as a result of a stock dividend, stock split, recapitalization, combination, reclassification, exchange or change of such shares, or upon exercise or conversion of any securities of the Company after the date hereof and that such Shares shall automatically become subject to the terms of this Agreement as its, his or her Rollover Shares, and Schedule A shall be deemed amended accordingly; and

(e) agrees further that, upon request of Holdco, such Rollover Shareholder shall execute and deliver any additional documents, consents or instruments and take such further actions as may reasonably be determined by Holdco to be necessary or desirable to carry out the provisions of this Agreement.

## ARTICLE V

## REPRESENTATIONS AND WARRANTIES OF HOLDCO

Holdco hereby represents and warrants to each Rollover Shareholder that as of the date hereof and as of the Closing:

(a) Holdco is duly organized, validly existing and in good standing under the Laws of British Virgin Islands and has all requisite power and authority to execute and deliver this Agreement and to perform its obligations hereunder and to consummate the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by Holdco, and the execution, delivery and performance of this Agreement by Holdco and the consummation of the transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of Holdco and no other corporate actions or proceedings on the part of Holdco are necessary to authorize this Agreement or to consummate the transactions contemplated hereby. Assuming due authorization, execution and delivery by each Rollover Shareholder, this Agreement constitutes a legal, valid and binding obligation of Holdco, enforceable against Holdco in accordance with its terms, except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar Laws affecting creditors' rights generally and by general principles of equity (regardless of whether considered in a proceeding in equity or at law).

(b) Except for the applicable requirements of the Exchange Act and Laws of British Virgin Islands, (i) no filing with, and no permit, authorization, consent or approval of, any Governmental Authority is necessary on the part of Holdco for the execution, delivery and performance of this Agreement by Holdco or the consummation by Holdco of the transactions contemplated hereby, and (ii) neither the execution, delivery or performance of this Agreement by Holdco, nor the consummation by Holdco of the transactions contemplated hereby, nor compliance by Holdco with any of the provisions hereof shall (A) conflict with or violate any provision of its organizational documents, (B) result in any breach or violation of, or constitute a default (or an event which, with notice or lapse of time or both, would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, or result in the creation of a Lien on such property or asset of Holdco pursuant to any contract to which Holdco is a party or by which Holdco or any of its property or asset is bound or affected, (C) violate any Law applicable to Holdco or any of its properties or assets, or (D) otherwise require the consent or approval of any other person pursuant to any Contract binding on Holdco or its properties or assets.



(c) At the Rollover Closing, the Holdco Shares to be issued under this Agreement shall have been duly and validly authorized and when issued and delivered in accordance with the terms hereof, will be validly issued, fully paid and nonassessable ordinary shares of Holdco, free and clear of all Liens, other than restrictions arising under (i) applicable securities Laws, (ii) any agreements entered into at or prior to the Rollover Closing by each Rollover Shareholder pursuant to the transactions contemplated by the Merger Agreement and the Financing Documents, or (iii) the organizational documents of Holdco.

## ARTICLE VI

## TERMINATION

This Agreement, and the obligations of each Rollover Shareholder hereunder (including, without limitation, Section 1.2 hereof), shall terminate and be of no further force or effect immediately upon the earlier to occur of (a) the Effective Time and (b) the date of termination of the Merger Agreement in accordance with its terms. Notwithstanding the preceding sentence, this Article VI and Article VII shall survive any termination of this Agreement. Nothing in this Article VI shall relieve or otherwise limit any party's liability for any breach of this Agreement prior to the termination of this Agreement. If for any reason the Merger fails to occur but the Rollover Closing contemplated by Article III has already taken place, then Holdco shall promptly take all such actions as are necessary to restore each Rollover Shareholder to the position it, he or she was in with respect to ownership of its, his or her Rollover Shares prior to the Rollover Closing.

## ARTICLE VII

## MISCELLANEOUS

Section 7.1 Notices. All notices and other communications hereunder shall be in writing and shall be deemed duly given (a) on the date of delivery if delivered personally, or if by facsimile or email, upon written confirmation of receipt by facsimile or email, (b) on the first Business Day following the date of dispatch if delivered utilizing a next-day service by a recognized next-day courier, or (c) on the earlier of confirmed receipt or the fifth (5th) Business Day following the date of mailing if delivered by registered or certified mail (return receipt requested, postage prepaid). All notices hereunder shall be delivered to the addresses set forth below (or at such other address for a party as shall be specified in a notice given in accordance with this Section 7.1):



(i) If to a Rollover Shareholder, to the addresses set opposite its, his or her name as set forth on Schedule A;

(ii) If to Holdco:

Mr. Shyun-Dii Sterling Du
RmB, 2Fl, Zhangjian Mansion
No 289, Chun Xiao Rd
Pudong New Area
Shanghai Free Trade Zone
China 201203

Right Dynamic Investments Limited
c/o Suite 3720, Jardine House
1 Connaught Place, Central
Hong Kong
Email: kiril.ip@forebrightcapital.com &
kallon.gao@forebrightcapital.com

Section 7.2 Severability. Whenever possible, each provision or portion of any provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable Law, but if any provision or portion of any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable Law in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or portion of any provision in such jurisdiction, and this Agreement shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision or portion of any provision had never been contained herein.

Section 7.3 Entire Agreement. This Agreement, the Merger Agreement, the Equity Commitment Letter, the Limited Guarantee and any other agreement or instrument delivered in connection with the transaction contemplated by this Agreement or the Merger Agreement constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and undertakings, both written and oral, among the parties, or any of them, with respect to the subject matter hereof.

Section 7.4 Specific Performance. The parties hereto agree that this Agreement shall be enforceable by all available remedies at law or in equity. Each Rollover Shareholder acknowledges and agrees that monetary damages would not be an adequate remedy in the event that any covenant or agreement of such Rollover Shareholder in this Agreement is not performed in accordance with its terms, and therefore agrees that, in addition to and without limiting any other remedy or right available to Holdco, Holdco will have the right to an injunction, temporary restraining order or other equitable relief in any court of competent jurisdiction enjoining any such breach and enforcing specifically the terms and provisions hereof. Each Rollover Shareholder agrees not to oppose the granting of such relief in the event a court determines that such a breach has occurred, and to waive any requirement for the securing or posting of any bond in connection with such remedy. All rights, powers, and remedies provided under this Agreement or otherwise available in respect hereof at law or in equity shall be cumulative and not alternative, and the exercise or beginning of the exercise of any thereof by Holdco shall not preclude the simultaneous or later exercise of any other such right, power or remedy by Holdco. Notwithstanding anything contrary in the foregoing, under no circumstances will Holdco be entitled to both the monetary damages and the right of specific performance.

Section 7.5 Amendments; Waivers. To the extent so permitted under Section 6.16 of the Merger Agreement, (i) this Agreement may be amended, modified or supplemented by an instrument in writing signed by Holdco and each Rollover Shareholder, (ii) Holdco, on the one hand, and a Rollover Shareholder, on the other hand, may (a) extend the time for the performance of any of the obligations or other acts of the other party, (b) waive any inaccuracies in the representations and warranties of the other party contained in this Agreement or in any document delivered under this Agreement, or (c) waive compliance with any of the covenants or conditions contained in this Agreement, and (iii) any agreement on the part of a party to any extension or waiver shall be valid only if specifically set forth in an instrument in writing signed by such party. The failure of any party to assert any of its rights under this Agreement or otherwise shall not constitute a waiver of such rights, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege under this Agreement.

Section 7.6 Governing Law; Dispute Resolution; Jurisdiction. This Agreement shall be interpreted, construed and governed by and in accordance with the laws of New York. Subject to the last sentence of this Section 7.6, any Action arising out of or relating to this Agreement or its subject matter (including a dispute regarding the existence, validity, formation, effect, interpretation, performance or termination of this Agreement) shall be finally settled by arbitration. The place of arbitration shall be Hong Kong, and the arbitration shall be administered by the HKIAC in accordance with the HKIAC Rules. The arbitration shall be decided by a tribunal of three (3) arbitrators. The award of the arbitration tribunal shall be final and conclusive and binding upon the parties as from the date rendered. Judgment upon any award may be entered and enforced in any court having jurisdiction over a party or any of its assets. For the purpose of the enforcement of an award, the parties irrevocably and unconditionally submit to the jurisdiction of any competent court and waive any defenses to such enforcement based on lack of personal jurisdiction or inconvenient forum.

Section 7.7 Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to or shall confer upon any person other than the parties and their respective successors and permitted assigns any legal or equitable right, benefit or remedy of any nature under or by reason of this Agreement; provided, that the Company is an express third-party beneficiary of this Agreement and shall be entitled to seek specific performance of the terms hereof, or an injunction or injunctions to prevent breaches of this Agreement by the parties hereto, in addition to any other remedy at law or in equity.

Section 7.8 Assignment; Binding Effect. Neither this Agreement nor any of the rights, interests or obligations under this Agreement may be assigned or delegated, in whole or in part, by any party without the prior written consent of the other parties and the Company (at the direction of the Special Committee), and any such assignment without such prior written consent shall be null and void. Subject to the preceding sentence, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns and, in the case of each Rollover Shareholder, its, his or her estate, heirs, beneficiaries, personal representatives and executors.



Section 7.9 No Presumption Against Drafting Party. Each of the parties to this Agreement acknowledges that it, he or she has been represented by independent counsel in connection with this Agreement and the transactions contemplated by this Agreement. Accordingly, any rule of law or any legal decision that would require interpretation of any claimed ambiguities in this Agreement against the drafting party has no application and is expressly waived.

Section 7.10 Counterparts. This Agreement may be executed in one or more counterparts (including by facsimile or email pdf format), each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument, and shall become effective when one or more counterparts have been signed by each of the parties and delivered (by email pdf format or otherwise) to the other parties.

[*Remainder of page intentionally left blank*]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the date and year first written above.

**HOLDCO:**

**RIGHT DYNAMIC INVESTMENTS LIMITED**

By: /s/ IP Kun Wan
Name: IP Kun Wan
Title: Director

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the date and year first written above.

**ROLLOVER SHAREHOLDER:**

/s/ Shyun-Dii Sterling Du
Shyun-Dii Sterling Du

*[Signature Page to Rollover and Support Agreement]*

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the date and year first written above.

**ROLLOVER SHAREHOLDER:**

/s/ Chuan-Chiung Kuo
Chuan-Chiung Kuo

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the date and year first written above.

**ROLLOVER SHAREHOLDER:**

/s/ Rong Hu
Rong Hu

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the date and year first written above.

**ROLLOVER SHAREHOLDER:**

/s/ Heng Yang
Heng Yang

*[Signature Page to Rollover and Support Agreement]*

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the date and year first written above.

**ROLLOVER SHAREHOLDER:**

/s/ Hongming Su
Hongming Su

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the date and year first written above.

**ROLLOVER SHAREHOLDERS:**

/s/ Ching-Chuan Kuo
Ching-Chuan Kuo

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the date and year first written above.

**ROLLOVER SHAREHOLDER:**

/s/ Chao Ching Lee
Chao Ching Lee

*[Signature Page to Rollover and Support Agreement]*

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the date and year first written above.

**ROLLOVER SHAREHOLDER:**

/s/ Chien-Kuo Li
Chien-Kuo Li

*[Signature Page to Rollover and Support Agreement]*

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the date and year first written above.

**ROLLOVER SHAREHOLDER:**

/s/ Kenichiro Ueda
Kenichiro Ueda

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the date and year first written above.

**ROLLOVER SHAREHOLDER:**

/s/ Hsiao-Tsai Chen
Hsiao-Tsai Chen

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the date and year first written above.

**ROLLOVER SHAREHOLDER:**

/s/ Yun Lin
Yun Lin

*[Signature Page to Rollover and Support Agreement]*

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the date and year first written above.

**ROLLOVER SHAREHOLDER:**

/s/ Guoxing Li
Guoxing Li

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the date and year first written above.

**ROLLOVER SHAREHOLDER:**

**ASIA MANAGEMENT LIMITED**

By: /s/ Chawn-Yi Guo
Name: Chawn-Yi Guo
Title: Director

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the date and year first written above.

**ROLLOVER SHAREHOLDER:**

**PAN PACIFIC TECHNOLOGIES LIMITED**

By: /s/ Chawn-Yi Guo
Name: Chawn-Yi Guo
Title: Director

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the date and year first written above.

**ROLLOVER SHAREHOLDER:**

**GENOVA INTERNATIONAL HOLDINGS INC**

By: /s/ Su-Jane Hsieh
Name: Su-Jane Hsieh
Title: Director

*[Signature Page to Rollover and Support Agreement]*

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the date and year first written above.

**ROLLOVER SHAREHOLDER:**

/s/ Jillian Wei Du
Jillian Wei Du

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the date and year first written above.

**ROLLOVER SHAREHOLDER:**

/s/ Clayton Young Du
Clayton Young Du



**SCHEDULE A**

| No. | Name of Rollover Shareholder | Rollover Shares | Holdco Shares | Address of Rollover Shareholder |
|---|---|---|---|---|
| 1. | Shyun-Dii Sterling Du | 93,109,650 | 93,109,650 | 3F, No. 1 Sec. 4 Nanjing E. Road, Taipei 105, Taiwan |
| 2. | Chuan-Chiung Kuo | 27,450,100 | 27,450,100 | 3F, No. 1 Sec. 4 Nanjing E. Road, Taipei 105, Taiwan |
| 3. | Rong Hu | 1,085,000 | 1,085,000 | Room 910, 9/FL, Unit O3, Guanghua SOHO, #22 Guanghua Road, Chaoyang District, Beijing, China |
| 4. | Heng Yang | 247,500 | 247,500 | Wuchang District, South Lake Huajin Garden 626-3-301, Wuhan, Hubei, China |
| 5. | Hongming Su | 887,500 | 887,500 | 19D, Block B, Zhongzhi Times Square, 8 Donghuan 2nd Road, Longhua Street, Longhua District, Shenzhen, China |
| 6. | Ching-Chuan Kuo | 4,106,200 | 4,106,200 | 1F, No. 3, Alley 53, Lane 208, Rui-An Street, Taipei City, Taiwan |
| 7. | Chao Ching Lee | 175,000 | 175,000 | Da-an District, 9F, No. 236, Sec. 3, Heping E. Rd., Taipei City, Taiwan |
| 8. | Chien-Kuo Li | 1,351,250 | 1,351,250 | Zhonghua Rd., Xinzhuang Dist. 7F, No. 155, Sec. 2, New Taipei, Taiwan |
| 9. | Kenichiro Ueda | 1,466,350 | 1,466,350 | 1-12-4-1403 Nihonbashi Kakigara-cho, Chuo-ku, Tokyo, Japan |
| 10. | Hsiao-Tsai Chen | 3,143,250 | 3,143,250 | 22F-1, No. 126, Nanshan Rd., Zhonghe Dist., New Taipei City 235060, Taiwan (R.O.C.) |
| 11. | Yun Lin | 3,128,500 | 3,128,500 | 7512 Shadowhill Ln Cupertino, CA 95014, United States |
| 12. | Guoxing Li | 5,655,950 | 5,655,950 | 514 Salerno Terrace, Sunnyvale, CA 94089, United States |
| 13. | Asia Management Limited | 28,950,000 | 28,950,000 | 3F, No. 17, Lane 66, Sec. 4, Heping East Road, Taipei 11655, Taiwan |

*Schedule A*

| No. | Name of Rollover Shareholder | Rollover Shares | Holdco Shares | Address of Rollover Shareholder |
|---|---|---|---|---|
| 14. | Pan Pacific Technologies Limited | 28,200,000 | 28,200,000 | 3F, No. 17, Lane 66, Sec. 4, Heping East Road, Taipei 11655, Taiwan |
| 15. | Genova International Holdings Inc | 24,700,000 | 24,700,000 | 3F, No. 17, Lane 66, Sec. 4, Heping East Road, Taipei 11655, Taiwan |
| 16. | Jillian Wei Du | 10,057,250 | 10,057,250 | 1175 59th St Apt 10 Emeryville, CA 94608-2233, United States |
| 17. | Clayton Young Du | 12,907,500 | 12,907,500 | 5764 San Vicente Blvd Apt 402, Los Angeles, CA 90019, United States |
| | **Total** | **246,621,000** | **246,621,000** | N/A |

*Schedule A*

**Exhibit 7.10**

## LIMITED GUARANTEE

This Limited Guarantee (this "Limited Guarantee"), dated as of September 30, 2022, is made by FNOF Dynamic Holdings Limited, a company incorporated under the laws of British Virgin Islands (the "Guarantor"), in favor of $O_2$Micro International Limited, a company with limited liability incorporated under the laws of the Cayman Islands (the "Guaranteed Party"). Unless otherwise indicated, capitalized terms used but not defined in this Limited Guarantee shall have the meanings assigned to them in the Merger Agreement (as defined below).

1. GUARANTEE.

(a) To induce the Guaranteed Party to enter into that certain Agreement and Plan of Merger, dated as of the date hereof, by and among FNOF Precious Honour Limited, a company incorporated under the laws of British Virgin Islands ("Parent"), Rim Peak Technology Limited, an exempted company with limited liability incorporated under the laws of the Cayman Islands and a wholly owned subsidiary of Parent ("Merger Sub"), and the Guaranteed Party (as may be revised, amended, restated or supplemented, the "Merger Agreement"), pursuant to which Merger Sub will be merged with and into the Guaranteed Party, the Guarantor hereby absolutely, unconditionally and irrevocably guarantees to the Guaranteed Party the due and punctual payment and discharge if, as and when due of the payment obligations of Parent with respect to (i) the payment of the Parent Termination Fee pursuant to Section 8.06(b) of the Merger Agreement, and (ii) the indemnification and reimbursement obligations of Parent pursuant to Sections 6.07(e) and 8.06(d) of the Merger Agreement, in each case subject to the limitations set forth in Section 8.06(f) of the Merger Agreement (collectively, the "Obligations"); provided, that notwithstanding anything to the contrary contained in this Limited Guarantee express or implied herein (including without limitation Section 1(c) below), this Limited Guarantee may be enforced for money damages only and in no event shall the Guarantor's aggregate liability under this Limited Guarantee exceed the amount of US$3.3 million (the "Maximum Amount"). The Guarantor shall not have any obligations or liability to any person relating to, arising out of or in connection with this Limited Guarantee other than as expressly set forth herein. The parties agree that this Limited Guarantee may not be enforced without giving effect to the proviso to the first sentence of this paragraph, including the Maximum Amount and the terms under Sections 8 and 9 of this Limited Guarantee, and that the Guaranteed Party will not seek to enforce this Limited Guarantee for an amount in excess of the Maximum Amount. Unless otherwise requested by the Guaranteed Party, all payments hereunder shall be made in lawful money of the United States, in immediately available funds.

(b) Subject to the terms and conditions of this Limited Guarantee, if Parent fails to pay the Obligations when due, then all of the Guarantor's liabilities to the Guaranteed Party hereunder in respect of the Obligations shall become immediately due and payable and the Guaranteed Party may, at the Guaranteed Party's option and so long as Parent remains in breach of the Obligations, take any and all actions available hereunder or under applicable Law to collect the Obligations from the Guarantor.

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(c) The Guarantor agrees to pay on demand all reasonable and documented out-of-pocket expenses (including reasonable fee and expenses of counsel) incurred by the Guaranteed Party in connection with the enforcement of its rights thereunder, including without limitation in the event that (i) the Guarantor asserts in any Action that this Limited Guarantee is illegal, invalid or unenforceable in accordance with its terms and the Guaranteed Party prevails in such Action, or (ii) the Guarantor fails or refuses to make any payments to the Guaranteed Party hereunder if and when due and payable and it is determined judicially or by arbitration that the Guarantor is required to make such payment hereunder, which amounts will be in addition to the Obligations, but in no event shall such amounts together with the Obligations exceed the Maximum Amount.

2. NATURE OF GUARANTEE. The Guarantor's liability hereunder is absolute, unconditional, irrevocable and continuing irrespective of any modification, amendment, or waiver of or any consent to departure from the Merger Agreement that may be agreed to by Parent or Merger Sub. Without limiting the foregoing, the Guaranteed Party shall not be obligated to file any claim relating to the Obligations in the event that Parent or Merger Sub becomes subject to a bankruptcy, reorganization or similar proceeding, and the failure of the Guaranteed Party to so file shall not affect the Guarantor's obligations hereunder. In the event that any payment from the Guarantor to the Guaranteed Party in respect of the Obligations is rescinded or must otherwise be, and is, returned to the Guarantor for any reason whatsoever, the Guarantor shall remain liable hereunder as if such payment had not been made. This Limited Guarantee is an unconditional guarantee of payment and performance and not of collectability. The Guarantor reserves the right to

assert as a defense to such payment by the Guarantor under this Limited Guarantee any rights, remedies and defenses that Parent or Merger Sub may have with respect to payment of any Obligations under the Merger Agreement, other than defenses arising from the bankruptcy or insolvency of Parent or Merger Sub and other defenses expressly waived herein. This Limited Guarantee is a primary and original obligation of the Guarantor and is not merely the creation of a surety relationship, and the Guaranteed Party shall not be required to proceed against Parent or Merger Sub first before proceeding against the Guarantor.

3. CHANGES IN OBLIGATIONS; CERTAIN WAIVERS.

(a) The Guarantor agrees that, subject to the terms hereof, the Guaranteed Party may, in its sole discretion, at any time and from time to time, extend the time of payment of any of the Obligations, and may also make any agreement with Parent or Merger Sub, for the extension, renewal, payment, compromise, discharge or release thereof, in whole or in part, or for any modification of the terms thereof or of any agreement between the Guaranteed Party and Parent, Merger Sub, or such other person without in any way impairing or affecting the Guarantor's obligations under this Limited Guarantee or affecting the validity or enforceability of this Limited Guarantee. The Guarantor agrees that the obligations of the Guarantor hereunder shall not be released or discharged, in whole or in part, or otherwise affected by (i) the failure or delay of the Guaranteed Party to assert any claim or demand or to enforce any right or remedy against Parent, Merger Sub, or any other person interested in the transactions contemplated by the Merger Agreement; (ii) any change in the corporate existence, structure or ownership of Parent, Merger Sub, or any other person interested in the transactions contemplated by the Merger Agreement; (iii) any insolvency, bankruptcy, reorganization or other similar proceeding affecting Parent, Merger Sub or any other person interested in the transactions contemplated by the Merger Agreement; (iv) except as expressly provided herein, the existence of any claim, set-off or other right that the Guarantor may have at any time against Parent, Merger Sub or the Guaranteed Party, whether in connection with the Obligations or otherwise; (v) any change in the time, place or manner of payment of any of the Obligations, or any recession, waiver, compromise, consolidation or other amendment or modification of any of the terms or provisions of the Merger Agreement made in accordance with the terms thereof (in each case, except in the event of any amendment to the circumstances under which the Obligations are payable); (vi) any addition, substitution, legal or equitable discharge or release (in the case of a discharge or release, other than a discharge or release of the Guarantor with respect to the Obligations as a result of payment in full of the Obligations in accordance with their terms, a full discharge or release of Parent with respect to the Obligations under the Merger Agreement, or as a result of valid defenses to the payment of the Obligations that would be available to Parent under the Merger Agreement or in respect of a breach by the Guaranteed Party of Section 8 or 9 hereof) of any person now or hereafter liable with respect to any portion of the Obligations or otherwise interested in the transactions contemplated by the Merger Agreement; (vii) the adequacy of any other means the Guaranteed Party may have of obtaining repayment of any of the Obligations; (viii) any other act or omission that may in any manner or to any extent vary the risk of or to the Guarantor or otherwise operate as a discharge or release of the Guarantor as a matter of law or equity (other than a discharge or release of the Guarantor with respect to the Obligations as a result of payment in full of the Obligations in accordance with their terms, a full discharge or release of Parent with respect to the Obligations under the Merger Agreement, or as a result of valid defenses to the payment of the Obligations that would be available to Parent under the Merger Agreement or in respect of a discharge or release of the Guarantor's obligations pursuant to Section 8 hereof, or a breach of the Guaranteed Party of Section 9 hereof); or (ix) the value, validity, legality or enforceability of the Merger Agreement.



(b) The Guarantor waives promptness, diligence, notice of the acceptance of this Limited Guarantee and of the Obligations, presentment, demand for payment, notice of non-performance, default, dishonor and protest, notice of the incurrence of any Obligations and all other notices (other than notices expressly required to be provided to Parent and Merger Sub pursuant to the Merger Agreement), all defenses that may be available by virtue of any valuation, stay, moratorium law or other similar law now or hereafter in effect, any right to require the marshaling of assets of any person interested in the transactions contemplated by the Merger Agreement, and all suretyship defenses generally (other than valid defenses to the payment of the Obligations that are available to Parent or Merger Sub under the Merger Agreement). The Guarantor acknowledges that it will receive substantial direct and indirect benefits from the transactions contemplated by the Merger Agreement and that the waivers set forth in this Limited Guarantee are knowingly made in contemplation of such benefits.

(c) The Guarantor hereby unconditionally and irrevocably waives and agrees not to exercise any rights that it may now have or hereafter acquire against Parent or Merger Sub that arise from the existence, payment, performance, or enforcement of the Guarantor's obligations under or in respect of this Limited Guarantee or any other agreement in connection therewith, including, without limitation, any right of subrogation, reimbursement, exoneration, contribution or indemnification and any right to participate in any claim or remedy of the Guaranteed Party against Parent or Merger Sub, whether or not such claim, remedy or right arises in equity or under contract, statute or common law, including, without limitation, the right to take or receive from Parent or Merger Sub, directly or indirectly, in cash or other property or by set-off or in any other manner, payment or security on account of such

claim, remedy or right, unless and until all of the Obligations and all other amounts payable under this Limited Guarantee shall have been paid in full in immediately available funds. If any amount shall be paid to the Guarantor in violation of the immediately preceding sentence at any time prior to the payment in full in immediately available funds of the Obligations and all other amounts payable under this Limited Guarantee, such amount shall be received and held in trust for the benefit of the Guaranteed Party, shall be segregated from other property and funds of the Guarantor and shall forthwith be paid or delivered to the Guaranteed Party in the same form as so received (with any necessary endorsement or assignment) to be credited and applied to the Obligations and all other amounts payable under this Limited Guarantee, whether matured or unmatured, or to be held as collateral for any Obligations or other amounts payable under this Limited Guarantee thereafter arising.



(d) The Guaranteed Party hereby agrees that to the extent Parent or Merger Sub is relieved of all or any portion of its payment obligations under the Merger Agreement, the Guarantor shall be similarly relieved of their corresponding obligations under this Limited Guarantee.

4. NO WAIVER; CUMULATIVE RIGHTS. No failure on the part of the Guaranteed Party to exercise, and no delay in exercising, any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by the Guaranteed Party of any right, remedy or power hereunder preclude any other or future exercise of any right, remedy or power hereunder. Each and every right, remedy and power hereby granted to the Guaranteed Party or allowed it by applicable Law or other agreement shall be cumulative and not exclusive of any other, and may be exercised by the Guaranteed Party at any time or from time to time. The Guaranteed Party shall not have any obligation to proceed at any time or in any manner against, or exhaust any or all of the Guaranteed Party's rights against Parent or Merger Sub or any other persons now or hereafter liable for any Obligations or interested in the transactions contemplated by the Merger Agreement prior to proceeding against the Guarantor, and the failure by the Guaranteed Party to pursue rights or remedies against Parent or Merger Sub shall not relieve the Guarantor of any liability hereunder, and shall not impair or affect the rights and remedies, whether express, implied or available as a matter of law, of the Guaranteed Party.

5. REPRESENTATIONS AND WARRANTIES. The Guarantor hereby represents and warrants to the Guaranteed Party that:

(a) the execution, delivery and performance of this Limited Guarantee do not contravene any Law or contractual restriction binding on the Guarantor or its assets;



(b) except as is not, individually or in the aggregate, reasonably likely to impair or delay the Guarantor's performance of its obligations hereunder in any material respect, all consents, approvals, authorizations and permits of, filings with and notifications to, any Governmental Authority necessary for the due execution, delivery and performance of this Limited Guarantee by the Guarantor have been obtained or made and all conditions thereof have been duly complied with, and no other action by, and no notice to or filing with, any Governmental Authority is required from the Guarantor in connection with the execution, delivery or performance of this Limited Guarantee;

(c) this Limited Guarantee constitutes a legal, valid and binding obligation of the Guarantor enforceable against the Guarantor in accordance with its terms, subject to the Enforceability Exceptions; and

(d) (i) the Guarantor is solvent and will not be rendered insolvent as a result of its execution and delivery of this Limited Guarantee or the performance of its obligations hereunder, and (ii) the Guarantor has the financial capacity to pay and perform its obligations under this Limited Guarantee when and to the extent such obligation becomes due and payable, and (iii) all funds necessary for the Guarantor to fulfill its obligations under this Limited Guarantee shall be available to the Guarantor for so long as this Limited Guarantee shall remain in effect in accordance with Section 8 hereof.

6. NO ASSIGNMENT. No party hereto may assign its rights, interests or obligations hereunder to any other person without the prior written consent of each other party hereto; provided, that the Guarantor may assign all or a portion of its obligations hereunder, with prior written notice to the Guaranteed Party accompanied by a guarantee in the form identical to this Limited Guarantee duly executed and delivered by the assignee, to an Affiliate of the Guarantor; provided further, that no such

assignment shall relieve the Guarantor of any liability or obligations hereunder except to the extent actually performed or satisfied by the assignee.

7. NOTICES. All notices, requests and other communications to any party hereunder shall be given in the manner specified in the Merger Agreement (and shall be deemed given as specified therein) as follows:

if to the Guarantor, to:

Address: c/o Suite 3720, Jardine House
1 Connaught Place, Central
Hong Kong
Email: kiril.ip@forebrightcapital.com &
kallon.gao@forebrightcapital.com

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

Gibson, Dunn & Crutcher LLP
Unit 1301, Tower 1, China Central Place
No. 81 Jianguo Road, Chaoyang District
Beijing, 100025, P.R.C.



Attention: Fang Xue, Esq.

Tel +86 10 6502 8600
Fax +86 10 6502 8510
Email: fxue@gibsondunn.com

if to the Guaranteed Party, as provided in the Merger Agreement.

8. TERMINATION; CONTINUING GUARANTEE. Subject to Section 3(d), this Limited Guarantee shall terminate and the Guarantor shall have no further obligations hereunder upon the earliest to occur of (a) the Effective Time, (b) the payment in full of the Obligations subject always to the Maximum Amount, and (c) the valid termination of the Merger Agreement in accordance with its terms under the circumstance in which Parent and/or Merger Sub would not be obligated to make any payment of any Obligations. Notwithstanding the immediately preceding sentence, the obligations of the Guarantor hereunder shall expire automatically ninety (90) days following the valid termination of the Merger Agreement in a manner that gives rise to an obligation of Parent and/or Merger Sub to make any payment of any Obligations at the time of such termination (the "Fee Claim Period"), unless a claim for payment of the Obligations, subject always to the Maximum Amount, is made in accordance with this Limited Guarantee prior to the end of the Fee Claim Period, in which case the Guarantor's obligations hereunder shall be discharged upon the date on which such claim is finally satisfied or otherwise resolved by agreement of the parties hereto pursuant to Section 12 (and payment in full of any amounts required to be paid by such resolution). Notwithstanding the foregoing, in the event that the Guaranteed Party or any of its Subsidiaries, and their respective officers, directors, managers, agents, representatives, employees or Affiliates (collectively but excluding any member of Parent Group, the "Guaranteed Party Related Persons") assert in any litigation or other proceeding that any provisions of this Limited Guarantee limiting the Guarantor's liability to the Maximum Amount are illegal, invalid or unenforceable in whole or in part or that the Guarantor is liable in excess of or to a greater extent than the Maximum Amount, or assert any theory of liability against any Non-Recourse Party other than the Retained Claims (as defined below), then (x) all obligations of the Guarantor under this Limited Guarantee shall terminate *ab initio* and be null and void, (y) if the Guarantor has previously made any payments under this Limited Guarantee, it shall be entitled to recover the full amount of such payments and (z) neither the Guarantor nor any Non-Recourse Party shall have any liability to the Guaranteed Party with respect to the Merger Agreement and the transactions contemplated thereby, the Financing, the Financing Documents or under this Limited Guarantee.

9. NO RECOURSE.

(a) The Guaranteed Party acknowledges and agrees that none of Parent or Merger Sub has any assets other than their respective rights under the Merger Agreement and the agreements contemplated thereby, and that no funds are expected to be contributed to Parent or Merger Sub until the Effective Time. Notwithstanding anything that may be expressed or implied in this

Limited Guarantee or any document or instrument delivered in connection herewith, by its acceptance of the benefits of this Limited Guarantee, the Guaranteed Party covenants, agrees and acknowledges that no person (other than the Guarantor and any of its permitted assignees) has any obligations under this Limited Guarantee and that the Guaranteed Party has no right of recovery under this Limited Guarantee, or any claim based on such obligations against, and no personal liability shall attach to, the former, current or future equity holders, controlling persons, directors, officers, employees, agents, representatives, general partners, limited partners, managers, members, or Affiliates of any of the Guarantor, Holdco, Parent or Merger Sub or their respective Affiliates, or any former, current or future equity holders, controlling persons, directors, officers, employees, agents, representatives, general partners, limited partners, managers, members, or Affiliates of any of the foregoing (each of these persons, a "Non-Recourse Party" and collectively, the "Non-Recourse Parties"), through the Guarantor, Holdco, Parent or Merger Sub or otherwise, whether by or through attempted piercing of the corporate (or limited partnership or limited liability company) veil, by or through a claim by or on behalf of the Guarantor, Holdco, Parent or Merger Sub against any Non-Recourse Party, by the enforcement of any assessment or by any legal or equitable proceeding, by virtue of any statute, regulation or applicable Law, or otherwise, except for claims against (i) Parent or Merger Sub under and pursuant to the terms of the Merger Agreement and, without duplication, the Guarantor under and pursuant to the terms of this Limited Guarantee on the terms and subject to the conditions hereof (including the Maximum Amount), and (ii) Holdco, Parent and each Rollover Shareholder (each as defined therein) under and pursuant to the terms of the Support Agreement (the claims described in the foregoing clauses (i) through (ii), whether or not against the Guarantor, Holdco, Parent, Merger Sub, Rollover Shareholders and/or their respective successors and assigns, collectively, the "Retained Claims"), provided, that in the event the Guarantor transfers or conveys all or a substantial portion of its properties and other assets to any person such that the aggregate sum of the Guarantor's remaining net assets is less than an amount equal to its payment obligations hereunder as of the time of such transfer, then, and in each such case, the Guaranteed Party may seek recourse, whether by the enforcement of any judgment or assessment or by any legal or equitable proceeding or by virtue of any applicable Law, against such continuing or surviving entity or such person, as the case may be, but only if the Guarantor fails to satisfy its payment obligations hereunder and only to the extent of the liability of the Guarantor hereunder.



(b) Notwithstanding anything to the contrary contained in this Limited Guarantee, the Retained Claims shall be the sole and exclusive remedy of the Guaranteed Party and its Affiliates against the Guarantor and the Non-Recourse Parties in respect of any liabilities or obligations arising under, or in connection with the Merger Agreement, the Support Agreement, the Financing, the Financing Documents or the transactions contemplated thereby. The Guaranteed Party hereby covenants and agrees that it shall not institute, directly or indirectly, and shall cause its Guaranteed Party Related Persons not to institute, directly or indirectly, any Action arising under, or in connection with, the Merger Agreement or this Limited Guarantee or the transactions contemplated hereby or thereby, against the Guarantor or any Non-Recourse Party, except for the Retained Claims. Nothing set forth in this Limited Guarantee shall affect or be construed to affect any liability of Parent or Merger Sub to the Guaranteed Party under the Merger Agreement. Nothing set forth in this Limited Guarantee shall give or be construed to give any person other than the Guaranteed Party any rights or remedies against any person, except as expressly set forth in this Limited Guarantee.

10. AMENDMENTS AND WAIVERS. No amendment or waiver of any provision of this Limited Guarantee will be valid and binding unless it is in writing and signed, in the case of an amendment, by the Guarantor and the Guaranteed Party, or in the case of waiver, by the party against whom the waiver is to be effective. No waiver by any party of any breach or violation of, or default under, this Limited Guarantee, whether intentional or not, will be deemed to extend to any prior or subsequent breach, violation or default hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.



11. ENTIRE AGREEMENT. This Limited Guarantee, the Merger Agreement, the Support Agreement, the Confidentiality Agreement and the Financing Documents constitute the entire agreement among the parties with respect to the subject matter hereof and supersedes all prior agreements and undertakings, both written and oral, among the parties, or any of them, with respect to the subject matter hereof.

12. GOVERNING LAW; SUBMISSION TO JURISDICTION. This Limited Guarantee shall be interpreted, construed and governed by and in accordance with the laws of New York without regard to the conflicts of law principles thereof. Subject to the last sentence of this Section 12, any Action arising out of or relating to this Agreement or its subject matter (including a dispute regarding the existence, validity, formation, effect, interpretation, performance or termination of this Agreement) shall be submitted to HKIAC and resolved in accordance with the Arbitration Rules of HKIAC. The place of arbitration shall be Hong Kong. The official language of the arbitration shall be English and the arbitration tribunal shall consist of three arbitrators (each, an "Arbitrator"). The claimant(s) shall nominate jointly one Arbitrator; the respondent(s) 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 arbitration 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 Arbitration Rules of HKIAC, such Arbitrator shall be appointed promptly by the HKIAC. The arbitration tribunal shall have no authority to award punitive or other punitive-type damages. The award of the arbitration 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.

13. NO THIRD PARTY BENEFICIARIES. This Limited Guarantee shall be binding upon and insure solely to the benefit of the parties hereto and their respective successors and permitted assigns, and nothing express or implied in this Limited Guarantee is intended to, or shall, confer upon any other Person other than the parties hereto any benefits, rights or remedies under or by reason of, or any rights to enforce or cause the Guaranteed Party to enforce, the obligations set forth herein; provided, that the Non-Recourse Parties shall be third party beneficiaries of the provisions hereof that are expressly for their benefit.

14. COUNTERPARTS. This Limited Guarantee may be signed in any number of counterparts and may be executed and delivered by facsimile or email pdf format, and each counterpart shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.



15. SEVERABILITY. If any term or other provision of this Limited Guarantee is invalid, illegal or incapable of being enforced by any rule of law, or public policy, all other conditions and provisions of this Limited Guarantee shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party; provided, that this Limited Guarantee may not be enforced against the Guarantor without giving effect to the Maximum Amount or the provisions set forth in Sections 1, 8 and 9. No party hereto shall assert, and each party shall cause its controlled Affiliates not to assert, that this Limited Guarantee or any part hereof is invalid, illegal or unenforceable. Upon a determination that any term or provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Limited Guarantee so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

16. HEADINGS. Headings are used for reference purposes only and do not affect the meaning or interpretation of this Limited Guarantee.

[*Remainder of page intentionally left blank*]

IN WITNESS WHEREOF, the Guarantor has caused this Limited Guarantee to be executed and delivered as of the date first written above.

FNOF DYNAMIC HOLDINGS LIMITED

By: /s/ IP Kun Wan
Name: IP Kun Wan
Title: Director

[*Signature Page to Limited Guarantee*]

IN WITNESS WHEREOF, the Guaranteed Party has caused this Limited Guarantee to be executed and delivered as of the date first written above by its officer thereunto duly authorized.

$O_2$MICRO INTERNATIONAL LIMITED

By: /s/ Lawrence Lin
Name: Lawrence Lin

Title: Chairman of the Special Committee of the Board of Directors

[*Signature Page to Limited Guarantee*]

**Exhibit 7.11**

## INTERIM INVESTORS AGREEMENT

This Interim Investors Agreement (the "Agreement") is made as of September 30, 2022 by and among (i) the parties set forth in Schedule A hereto (each of them is referred to herein as a "Management Party," and collectively, as the "Management Parties"), (ii) FNOF Dynamic Holdings Limited, a company incorporated under the laws of British Virgin Islands ("Sponsor," collectively with the Management Parties, the "Investors," and each, an "Investor"), (iii) Right Dynamic Investments Limited, a company incorporated under the laws of British Virgin Islands ("Holdco"), (iv) FNOF Precious Honour Limited, a company incorporated under the laws of British Virgin Islands and a wholly owned subsidiary of Holdco ("Parent"), and (v) Rim Peak Technology Limited, an exempted company with limited liability incorporated under the laws of the Cayman Islands and a wholly owned subsidiary of Parent ("Merger Sub"). The Investors, Holdco, Parent and Merger Sub are collectively referred to as the "Parties" and each, a "Party." Capitalized terms used herein but not otherwise defined shall have the meanings given to them in the Merger Agreement (as defined below).

## RECITALS

WHEREAS, the Management Parties and Parent entered into that certain consortium agreement dated as of May 20, 2022 (the "Consortium Agreement"), pursuant to which the parties thereto proposed to undertake an acquisition transaction with respect to $O_2$Micro International Limited, an ordinary resident company incorporated with limited liability under the laws of the Cayman Islands (the "Company");

WHEREAS, on the date hereof, the Company, Parent and Merger Sub executed an Agreement and Plan of Merger (as may be amended, restated, supplemented or otherwise modified from time to time, the "Merger Agreement"), pursuant to which Merger Sub will be merged with and into the Company (the "Merger"), with the Company surviving the Merger and becoming a wholly owned subsidiary of Parent;

WHEREAS, concurrently with the execution and delivery of the Merger Agreement, each Rollover Shareholder, on the date hereof, executed a rollover and support agreement as may be amended, restated, supplemented or otherwise modified from time to time, the "Support Agreement"), pursuant to which each Rollover Shareholder has agreed to (i) have his or her Rollover Shares cancelled for no consideration in exchange for newly issued ordinary shares of Holdco (the "Holdco Shares"), and (ii) vote in favor of the Merger Agreement, the Plan of Merger and the Transactions, in each case on terms and conditions set out in the Support Agreement;

WHEREAS, concurrently with the execution and delivery of the Merger Agreement, Sponsor has executed an equity commitment letter in favor of Holdco (as may be amended, restated, supplemented or otherwise modified from time to time, the "Equity Commitment Letter"), pursuant to which Sponsor has agreed, subject to the terms and conditions set forth therein, to subscribe, or cause to be subscribed, directly or indirectly through one or more intermediate entities, for newly issued Holdco Shares, up to the aggregate amount set forth therein (the "Equity Commitment"), at or prior to the Effective Time in connection with the Merger;



WHEREAS, concurrently with the execution and delivery of the Merger Agreement, Sponsor has executed a limited guarantee in favor of the Company (as may be amended, restated, supplemented or otherwise modified from time to time, the "Limited Guarantee") with respect to certain payment obligations of Parent under the Merger Agreement; and

WHEREAS, the Investors, Holdco, Parent and Merger Sub wish to agree to certain terms and conditions that will govern the actions of Parent and Merger Sub and the relationship among the Investors with respect to the Merger Agreement, the Support Agreement, the Equity Commitment Letter, and the Limited Guarantee, and the transactions contemplated thereby.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and obligations hereinafter set forth, the Parties hereby agree as follows:

## AGREEMENT

### 1. AGREEMENTS AMONG THE INVESTORS.

1.1 Actions of Parent and Merger Sub. All Investors acting jointly may cause Parent and Merger Sub to take any action or refrain from taking any action in order for them to comply with their obligations, satisfy their closing conditions or exercise their rights under the Merger Agreement or other Transaction Documents (as applicable), including, without limitation, (i) determining that the conditions to closing specified in Sections 7.01 and 7.02 the Merger Agreement ("Closing Conditions") have been satisfied, (ii) waiving compliance with any agreement or condition in the Merger Agreement, including any Closing Condition, (iii) terminating, amending or modifying the Transaction Documents, and (iv) determining to close the Merger. Parent and Merger Sub shall not, and the Investors shall not permit Parent or Merger Sub to, determine that the Closing Conditions have been satisfied, waive any Closing Condition, terminate, amend or modify the Transaction Documents or determine to close the Merger, unless such action has been approved in advance in writing by all Investors in accordance with this Agreement. Each of Parent and Merger Sub agrees not to take any action with respect to the Merger Agreement, including granting or withholding of waivers or entering into amendments, without the prior written approval of each of the Investors.

1.2 Equity Financing.

(a) Sponsor shall comply with its obligations under the Equity Commitment Letter. Holdco shall, at the direction of the Management Parties acting jointly, enforce the provisions of the Equity Commitment Letter in accordance with the terms of the Merger Agreement and the Equity Commitment Letter. Notwithstanding anything in the Equity Commitment Letter to the contrary, and prior to the Effective Time, Sponsor shall not be entitled to assign, sell-down or syndicate any part of its Equity Commitment to any third party without the prior consent of the Management Parties. Each Investor shall be entitled to receive by himself or itself, or to designate one or more Affiliates to receive, for his or its Commitment (as defined below) such number of Holdco Shares set forth opposite his or its name on Exhibit A hereto, and having the terms set forth herein.

(b) If the Investors acting jointly determine that the Merger Consideration required to be paid by Parent in connection with the Closing under the Merger Agreement is less than the Equity Commitment under the Equity Commitment Letter, then the amount that Sponsor invests in Holdco will be so reduced. If the Investors jointly determine that the Merger Consideration required to be paid by Parent in connection with the Closing under the Merger Agreement is greater than the Equity Commitment under the Equity Commitment Letter, then the amount of such excess shall be made up by Sponsor. Any additional commitment made by Sponsor pursuant to this Section 1.2(b) shall be made on the same terms and conditions as Sponsor's existing Equity Commitment.



1.3 Support Agreement. Parent and Holdco shall, at the direction of all Investors acting jointly, enforce the provisions of the Support Agreement in accordance with the terms of the Merger Agreement and the Support Agreement, and Parent and Holdco may not modify, amend or waive any provision in the Support Agreement without the prior written consent of all Investors. Each Management Party shall comply with the obligations in respect thereof under the Support Agreement.

1.4 Limited Guarantee. Sponsor shall comply with its obligations under the Limited Guarantee. The Investors shall reasonably cooperate in defending any claim that Sponsor is liable to make payments under the Limited Guarantee.

1.5 Holdco Ownership and Arrangements. Each Investor's ownership percentage in Holdco as of immediately following the Closing in exchange for such Party's Commitment shall be calculated proportionally based on (x) the value of such Party's Commitment, relative to (y) the aggregate value of all Parties' Commitments. For the purpose of this Agreement, the initial contemplated ownership percentage (the "Contemplated Ownership Percentage") of each Investor immediately following the Closing shall be equal to the percentage set forth opposite its name in the column titled "Contemplated Ownership Percentage" on Exhibit A hereto and the corresponding number of Holdco Shares to be issued to each applicable Investor immediately following the Closing is set forth opposite his or its name in the column titled "Holdco Shares" on Exhibit A hereto, without taking into account (i) any equity-linked incentive plan of the Group Companies on terms and conditions agreed by the Investors, (ii) any Holdco Shares to be issued to the Rollover Shareholders (other than the Management Parties) in exchange for their Rollover Shares to be contributed pursuant to the Support Agreement or (iii) any dilution or reallocation of the ownership interest as a result of a Failing Investor unable to fund its Commitment, and such Contemplated Ownership Percentage may be updated, adjusted, revised from time to time to account for a Failing Investor.

1.6 Required Information. Each of the Investors, on behalf of himself/itself and its respective Affiliates, agrees to promptly provide to Parent (consistent with the timing required by the Merger Agreement or applicable Law, as applicable) any information about such Investor (or its Affiliates) that Parent reasonably determines is required to be included in (i) the Proxy Statement, (ii) the Schedule 13E-3, or (iii) any other filing or notification with any Governmental Authority in connection with the Transactions, this Agreement, the Equity Commitment Letter, the Limited Guarantee, the Support Agreement or any other agreement or arrangement to which he/it (or any of its Affiliates) is a party relating to the Transactions. Each of the Investors shall reasonably cooperate with Parent in

connection with the preparation of the foregoing documents to the extent such documents relate to such Investor (or any of its Affiliates). Each of the Investors agrees to permit the Company to publish and disclose in the Proxy Statement (including all documents filed with the SEC in accordance therewith), his and its respective Affiliates' identity and beneficial ownership of the Shares, ADSs or other Equity Securities of the Company and the nature of such Party's commitments, arrangements and understandings under this Agreement, the Equity Commitment Letter, the Limited Guarantee, the Support Agreement or any other agreement or arrangement to which he or it (or any of its Affiliates) is a party relating to the Transactions (including a copy thereof), to the extent required by applicable Law or the SEC (or its staff) or by mutual agreement between the Company and Parent. Each of the Investors hereby represents and warrants to Parent and the other Investors as to himself/itself and its Affiliates, as applicable, that, solely with respect to any information supplied by such Investor in writing pursuant to this Section 1.6, none of such information contained or incorporated by reference in the Proxy Statement will at the time of the mailing of the Proxy Statement to the shareholders of the Company, at the time of the Shareholders Meeting, or at the time of any amendments thereof or supplements thereto, and none of such information supplied or to be supplied by such Investor for inclusion or incorporation by reference in the Schedule 13E-3 to be filed with the SEC concurrently with each filing of the Proxy Statement will, at the time of such filing with the SEC, or at the time of filing with the SEC any amendments thereof or supplements thereto, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. If required under applicable Law or requested by applicable Governmental Authorities following the time that all of the relevant facts and circumstances of a Party's involvement in the Transactions are provided to such Governmental Authorities and such Party has had a reasonable amount of time (taking into consideration the status of the applicable Governmental Authority's clearance of other related documents and filings relating to the Transactions, such as the Proxy Statement) to present and explain his or its positions with the applicable Governmental Authority, such Party agrees to join (and to cause its Affiliates to join) as a filing party to any Schedule 13E-3 filing discussed in the preceding sentence.



1.7 Consummation of the Transactions.

(a) Subject to the terms and conditions of this Agreement, each of the Parties agrees and undertakes to use his or its best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable under applicable Law to consummate and make effective as promptly as practicable the transactions contemplated by the Transaction Documents.

(b) In the event that the Closing Conditions are satisfied or validly waived in accordance with the terms of the Merger Agreement and this Agreement, and Parent and Merger Sub are obliged to consummate the Merger in accordance with the Merger Agreement, the Investors who are not Failing Investors (as defined below), acting jointly, may (i) terminate the participation in the Transactions of any Investor that fails to fund its Commitment (as defined below) or that asserts in writing its unwillingness to fund its Commitment, in each case pursuant to the Equity Commitment Letter or Support Agreement, as applicable (a "Failing Investor"), and/or (ii) direct Parent and Holdco to enforce the obligation of any Failing Investors under the Equity Commitment Letter or Support Agreement, as applicable; provided, that such termination shall not affect the rights of the Closing Investors (as defined below) against such Failing Investor with respect to such breach or threatened breach, which rights shall be exercised in the manner as provided in Sections 2.5 and 2.11 hereof. In the event the Investors who are not Failing Investors, acting jointly, terminate a Failing Investor's participation in the Transactions, the amount of such Failing Investor's Equity Commitment (if any) and/or the value of its or his Shares to be cancelled for no consideration under the Support Agreement (if any) (calculated as the product of the number of such Shares and the Per Share Merger Consideration) (such value, the "Rollover Commitment," and together with any Equity Commitment, the "Commitment") shall first be offered to the Investors who are not a Failing Investor in proportion of their Contemplated Ownership Percentage, and if none or not all of a Failing Investor's Commitment is accepted by the Investors (other than any Failing Investor) in such proportions, then the Investors who are not Failing Investors, acting jointly, may offer such Failing Investor's Commitment, or any portion thereof, to the Rollover Shareholders or to one or more new investors approved by the Investors who are not Failing Investors, acting jointly.



1.8 Fees and Expenses.

(a) Upon consummation of the Transactions, the Parties shall cause the Surviving Company to reimburse the Parties for, or pay on behalf of the Parties, as the case may be, all of their out-of-pocket costs and expenses incurred in connection with the

Transactions, the Debt Financing and, if applicable, the Alternative Financing ("Consortium Transaction Expenses"), including, without limitation, (A) all fees, expenses and disbursements of (i) the Joint Advisors (as defined under the Consortium Agreement) (other than fees and costs of any separate Advisors (as defined under the Consortium Agreement) who were retained by the Parties unless and only to the extent such appointment and expenses are agreed to in advance in writing by the Parties) and (ii) legal counsel representing any Debt Financing Provider or any Party in connection with the Debt Financing and, if applicable, the Alternative Financing, and (B) all fees, expenses and disbursements charged by any Debt Financing Provider pursuant to the Debt Commitment Letter, Financing Documents or any definitive agreement with respect to the Debt Financing or Alternative Financing (if applicable) (collectively, the "Debt Financing Documents").

(b) If the Transactions are not consummated (and Section 1.8(c) below does not apply), the Investors agree to (x) discuss in good faith the allocation of the amount of the Parent Termination Fee among the Investors promptly after the Parent Termination Fee becomes payable pursuant to Section 8.06(b) of the Merger Agreement, and (y) share ratably based on the Investors' Expense Sharing Percentage (as defined under the Consortium Agreement) or as may otherwise be agreed among the Investors any other Consortium Transaction Expenses incurred by the Parties prior to the termination of the Transactions; and

(c) If the failure of the Transactions to be consummated prior to termination of the Merger Agreement results from any unilateral breach of this Agreement, the Equity Commitment Letter, the Debt Financing Documents, and/or the Support Agreement, as applicable, by one or more Investors and their respective Affiliates, then the breaching Investor(s) shall be responsible to pay the full amount of the Consortium Transaction Expenses and reimburse Parent and each Investor who is not a breaching Investor and Affiliates of such Investor (other than the Company and its Subsidiaries) for the Parent Termination Fee and any other costs and expenses paid by Parent in accordance with the Merger Agreement and all of their out-of-pocket costs and expenses (including any amounts paid by Sponsor in respect of the Limited Guarantee, as applicable) incurred in connection with the Merger, the Debt Financing and, if applicable, the Alternative Financing, including the fees, expenses and disbursements of (A) any Joint Advisors, other advisors or consultants retained by such non-breaching Investor and/or legal counsel representing any Debt Financing Provider or a Party in connection with the Debt Financing and, if applicable, the Alternative Financing, and (B) the fees, expenses and disbursements charged by any Debt Financing Provider pursuant to the Debt Financing Documents, in each case without prejudice to any claims, rights and remedies otherwise available to Parent or such non-breaching Investor and its Affiliates.



(d) The obligations pursuant to this Section 1.8 shall remain in full force and effect whether or not the Merger is consummated, and shall survive the termination of the other terms of this Agreement in accordance with Section 2.1.

1.9 Company Termination Fee. Any Company Termination Fee paid by the Company or any of its Affiliates pursuant to the Merger Agreement or otherwise, after making adequate provisions for the payment or reimbursement of Consortium Transaction Expenses pursuant to Section 1.8 hereof shall be promptly paid by Parent or Merger Sub to the Investors (other than any Failing Investor at the time of termination of the Merger Agreement) or their designees pursuant to the proportion mutually agreed by the Investors after good faith discussion.

1.10 Notice of Closing; Notices. Any notices received by Parent pursuant to Section 9.02 of the Merger Agreement shall be promptly provided to each Investor at the address set forth in such Investor's Equity Commitment Letter and/or Support Agreement. All other notices and communications hereunder shall be in writing and shall be deemed to have been duly given when delivered in person or upon confirmation of receipt when transmitted by facsimile transmission or by electronic mail or on the next Business Say if transmitted by international overnight courier, in each case, to the respective Parties hereto at the address for each Party set forth in such Party's Equity Commitment Letter and/or Support Agreement.

1.11 Announcement. No announcements or other public statement regarding the subject matter of this Agreement shall be issued or made by Parent, Merger Sub or any Investor or any of their respective Affiliates and Representatives without the prior written consent of all Investors, which consent shall not be unreasonably withheld, delayed or conditioned, except to the extent that any such announcements or statements are required by applicable Law, a court of competent jurisdiction, a regulatory body or securities exchange, and then only after the form and terms of such announcements or statements have been notified to the Investors and the Investors have had a reasonable opportunity to comment thereon, in each case to the extent reasonably practicable. Notwithstanding the foregoing, the Management Parties may make any Schedule 13D filings, or amendments thereto, in respect of the Company that the Management Parties reasonably believe is required under applicable Law without the prior written consent of Sponsor, provided that the Management Parties shall coordinate with Sponsor in good faith regarding the content and timing of such filings or amendments in connection with the Transactions.

1.12 Representations and Warranties; Covenant.

(a) Each Party hereby represents, warrants and covenants to the other Parties that: (i) he or it has the requisite power and authority to execute, deliver and perform this Agreement, (ii) the execution, delivery and performance of this Agreement by him or it have been duly authorized by all necessary action on the part of such Party and no other proceedings or procedures are necessary to approve this Agreement, (iii) this Agreement has been duly executed and delivered by such Party and constitutes a valid and binding agreement of such Party enforceable in accordance with the terms hereof, subject to applicable bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights and to general equity principles (regardless of whether considered in a proceeding in equity or at law), and (iv) such Party's execution, delivery and performance of this Agreement will not violate (A) any provision of its organizational documents, if such Party is a corporate entity, or (B) any order, writ, injunction, decree or statute, or any rule or regulation, applicable to such Party.



(b) Each Investor hereby represents, warrants and covenants to the other Investors that none of the information supplied by such Investor specifically for inclusion or incorporation by reference in the Proxy Statement or Schedule 13E-3 will cause a breach of the representations and warranties of Parent or Merger Sub set forth in the Merger Agreement.

(c) Each Party hereby represents, warrants and covenants to the other Parties that it has not entered into any agreement, arrangement or understanding with any Person with respect to the subject matter of this Agreement and the Merger Agreement, other than the agreements expressly contemplated by this Agreement (including exhibits) and the Merger Agreement (including exhibits) or unless otherwise disclosed to the other Parties in writing prior to the date of this Agreement.

(d) Until this Agreement is terminated pursuant to Section 2.1, no Investor shall enter into any agreement, arrangement or understanding with any other Person with respect to the subject matter of this Agreement and the Merger Agreement or any other similar transaction involving the Company without the prior approval of the other Investors acting jointly; provided that this Section 1.12(d) shall continue to apply to an Investor that is a Failing Investor for a period of two (2) years following such Investor becoming a Failing Investor.

**2. MISCELLANEOUS.**

2.1 Effectiveness. This Agreement shall become effective on the date hereof and shall terminate (except with respect to Section 1.7, Section 1.8, Section 1.9, Section 1.12 (solely to the extent such provision contemplates survival following termination), Section 2 (excluding Section 2.3) which shall remain in effect indefinitely and Section 1.11 and Section 2.3 which shall remain in effect until the date which is eighteen (18) months after the termination of this Agreement) upon the earlier of the Effective Time and the termination of the Merger Agreement pursuant to Article VIII thereof; provided, that any liability for failure to comply with the terms of this Agreement shall survive such termination.

2.2 Amendment. This Agreement may be amended or modified and the provisions hereof may be waived only by an agreement in writing signed by each Investor.

2.3 Confidentiality.

(a) Except as permitted under Section 2.3(d), each Party shall not, and shall direct its Affiliates and officers, directors, employees, accountants, consultants, financial and legal advisors, agents and other representatives (such Party's "Representatives") not to, disclose any Confidential Information (as defined below) received by it or him (the "Recipient") from any other Party (the "Discloser"). Each Party shall not and shall direct its Affiliates and Representatives not to, use any Confidential Information for any purpose other than for the purposes of this Agreement or the Transactions. "Confidential Information" includes (i) all written, oral or other information obtained in confidence by one Party from any other Party in connection with this Agreement or the Transactions, unless such information (A) is already known to such Party or to others not known by such Party to be bound by a duty of confidentiality, or (B) is or becomes publicly available other than through a breach of this Agreement by such Party, and (ii) the existence or terms of, and any negotiations or discussions relating to, this Agreement and any definitive documentation in connection with the Transactions, including the Merger Agreement.

(b) Subject to Section 2.3(c), the Recipient shall safeguard and return to the Discloser, on demand, any Confidential Information which falls within clause (i) of the definition of Confidential Information, and in the case of electronic data that constitutes Confidential Information, to return or destroy such Confidential Information at the option of the Recipient.

(c) Each Party acknowledges that, in relation to Confidential Information received from the other Parties, the obligations contained in this Section 2.3 shall continue to apply for a period of eighteen (18) months following termination of this Agreement pursuant to Section 2.1, unless otherwise agreed in writing.

(d) Notwithstanding anything to the contrary in this Agreement, a Party may disclose Confidential Information (i) to those of its Affiliates and Representatives as such Party reasonably deems necessary to give effect to or enforce this Agreement (including, with respect to Sponsor, potential sources of capital), but only on a confidential basis; (ii) if required by applicable Law or the rules and regulations of any national securities exchange or Governmental Authority of competent jurisdiction over a Party or pursuant to whose rules and regulations such disclosure is required to be made, but only after the form and terms of such disclosure have been notified to the other Parties and the other Parties have had a reasonable opportunity to comment thereon, in each case to the extent reasonably practicable; or (iii) if the information is publicly available other than through a breach of this Agreement by such Party or its Affiliates or Representatives.

2.4 Severability. In the event that any provision hereof would, under applicable Law or public policy, be invalid, illegal or unenforceable in any respect, such provision shall be construed by modifying or limiting it so as to be valid, legal and enforceable to the maximum extent compatible with, and possible under, applicable Law or public policy. The provisions hereof are severable, and in the event any provision hereof should be held invalid, illegal or unenforceable in any respect, it shall not invalidate, render illegal or unenforceable or otherwise affect any other provision hereof.

2.5 No Recourse. Notwithstanding anything that may be expressed or implied in this Agreement, and notwithstanding the fact that certain of the Investors may be partnerships or limited liability companies, Holdco, Parent, Merger Sub and each Investor covenants, agrees and acknowledges that no recourse under this Agreement or any documents or instruments delivered in connection with this Agreement shall be had against any current or future director, officer, employee, shareholder, general or limited partner or member or manager of any Investor or of any partner, member, manager or Affiliate thereof, as such, whether by the enforcement of any assessment or by any legal or equitable proceeding, or by virtue of any statute, regulation or other applicable Law, it being expressly agreed and acknowledged that no personal liability whatsoever shall attach to, be imposed on or otherwise be incurred by any current or future director, officer, employee, shareholder, general or limited partner or member or manager of any Investor or of any partner, member, manager or affiliate thereof, as such, for any obligation of any Investor under this Agreement or any documents or instruments delivered in connection with this Agreement for any claim based on, in respect of or by reason of such obligations or their creation.



2.6 Governing Law. This Agreement shall be interpreted, construed and governed by and in accordance with the Laws of the State of New York without regard to the conflicts of law principles thereof.

2.7 Submission to Jurisdiction.

(a) Any Actions arising out of or in any way relating to this Agreement 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 2.7(a) (the "HKIAC Rules"). The place of arbitration shall be Hong Kong. The official language of the arbitration shall be English and the arbitration 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 arbitration 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 HKIAC Rules, such Arbitrator shall be appointed promptly by the HKIAC. The arbitration tribunal shall have no authority to award punitive or other punitive-type damages. The award of the arbitration 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.

(b) Notwithstanding the foregoing, the Parties hereto consent to and agree that in addition to any recourse to arbitration as set out in Section 2.7(a), any Party may, to the extent permitted the rules and procedures of the HKIAC, seek an interim injunction or other form of relief from the HKIAC as provided for in the HKIAC Rules. Such application shall also be governed by, and construed in accordance with, the laws of the State of New York.

2.8 Exercise of Rights and Remedies.

(a) Except as otherwise provided herein, any and all remedies herein expressly conferred upon a Party will be deemed cumulative with and not exclusive of any other remedy conferred hereby, or by Law or equity upon such Party, and the exercise by a Party of any one remedy will not preclude the exercise of any other remedy. No failure or delay on the part of any Party in the exercise of any right hereunder will impair such right or be construed to be a waiver of, or acquiescence in, any breach of any representation, warranty or agreement herein, nor will any single or partial exercise of any such right preclude other or further exercise thereof or of any other right.



(b) The Parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. Except as set forth in this Section 2.8, including the limitations set forth in Section 2.8(c), it is agreed that prior to any termination of this Agreement, the non-breaching Parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement by any other Party and to specifically enforce the terms and provisions of this Agreement.

(c) The Parties' right of specific enforcement is an integral part of the transactions contemplated hereby and each Party hereby waives any objections to the grant of the equitable remedy of specific performance to prevent or restrain breaches of this Agreement by any other Party (including any objection on the basis that there is an adequate remedy at Law or that an award of specific performance is not an appropriate remedy for any reason at Law or equity), and each Party shall be entitled to an injunction or injunctions and to specifically enforce the terms and provisions of this Agreement to prevent or restrain breaches or threatened breaches of, or to enforce compliance with, the covenants and obligations of such Party under this Agreement all in accordance with the terms of this Section 2.8. In the event any Party seeks an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement, such Party shall not be required to provide any bond or other security in connection with such order or injunction all in accordance with the terms of this Section 2.8.

2.9 Other Agreements. This Agreement, together with the Merger Agreement, the Consortium Agreement, the Equity Commitment Letter, the Limited Guarantee, the Support Agreement and other agreements referenced herein, constitutes the entire agreement, and supersedes all prior agreements, understandings, negotiations and statements, both written and oral, among the Parties or any of their Affiliates with respect to the subject matter contained herein except for such other agreements as are referenced herein which shall continue in full force and effect in accordance with their terms having been expressly amended, clarified or supplemented by this Agreement. In the event of any conflict between the provisions of this Agreement and the provisions of such other agreements as are referenced herein, the provisions of this Agreement shall prevail.

2.10 Assignment. This Agreement may not be assigned by any Party or by operation of law or otherwise without the prior written consent of each of the other Parties, except that the Agreement may be assigned to an Affiliate of a Party, and, with the unanimous prior written approval by all Closing Investors, may be assigned by a Failing Investor to a new investor that accepts such Failing Investor's Commitment pursuant to Section 1.7(b); provided that the Party making such assignment shall not be released from its obligations hereunder. Any attempted assignment in violation of this Section 2.10 shall be void.

2.11 Remedies. Except as provided herein, this Agreement will be enforceable by all available remedies at law or in equity (including, without limitation, specific performance), provided that this Agreement may only be enforced against an Investor by Holdco, Parent or Merger Sub, acting at the direction of the Investors (other than a Failing Investor) acting jointly. In the event that Holdco and/or Parent determines to enforce the provisions of the Equity Commitment Letter or the Support Agreement, as applicable, in accordance with this Agreement, the Investors that are prepared to fund their Commitments immediately prior to the Closing (the "Closing Investors") shall be entitled, in their discretion, to either (i) specific performance of the terms of this Agreement and the Equity Commitment Letter or the Support Agreement, as applicable, together with any costs of enforcement incurred by the Closing Investors in seeking to enforce such remedy or (ii) payment by the Failing Investor(s) in an amount equal to the aggregate out-of-pocket damages incurred by such Closing Investors. If there are multiple Failing Investors, each Failing Investor's portion of the total obligations hereunder shall be the amount equal to the product of (A) the amounts due from all Failing Investors hereunder (including the value of

any Rollover Commitment) and (B) a fraction of which the numerator is such Failing Investor's Commitment, as applicable, and the denominator is the sum of all Failing Investors' Commitments.



2.12 Counterparts. This Agreement may be executed in one or more counterparts, and by the different Parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Facsimile and e-mailed copies of signatures shall be deemed to be originals for purposes of the effectiveness of this Agreement.

[Signature pages follow]



IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be executed as of the date first written above.

/s/ Du Shyun-Dii Sterling
Du Shyun-Dii Sterling

/s/ Kuo Chuan-Chiung
Kuo Chuan-Chiung

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed as of the date first written above.

FNOF Dynamic Holdings Limited

By: /s/ IP Kun Wan
Name: IP Kun Wan
Title: Director

*[Signature Page to Interim Investors Agreement]*

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be executed as of the date first written above.

FNOF Precious Honour Limited

By: /s/ IP Kun Wan
Name: IP Kun Wan
Title: Director

Rim Peak Technology Limited

By: /s/ IP Kun Wan
Name: IP Kun Wan
Title: Director

Right Dynamic Investments Limited

By: /s/ IP Kun Wan
Name: IP Kun Wan
Title: Director

*[Signature Page to Interim Investors Agreement]*

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**Schedule A**

**List of Management Parties**

Du Shyun-Dii Sterling
Kuo Chuan-Chiung

**Exhibit A**