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

FORM 6-K

REPORT OF FOREIGN PRIVATE ISSUER
PURSUANT TO RULE 13a-16 OR 15d-16 UNDER THE
SECURITIES EXCHANGE ACT OF 1934

For the month of: January 2022

Commission File Number: 001-38544

CENNTRO ELECTRIC GROUP LIMITED

(Translation of registrant's name into English)

501 Okerson Road, Freehold, New Jersey 07728

(Address of Principal Executive Offices)

Indicate by check mark whether the registrant files or will file annual reports under cover Form 20-F or Form 40-F. Form 20-F ☒ Form 40-F ☐

Indicate by check mark if the registrant is submitting the Form 6-K in paper as permitted by Regulation S-T Rule 101(b)(1): ☐

Indicate by check mark if the registrant is submitting the Form 6-K in paper as permitted by Regulation S-T Rule 101(b)(7): ☐

Item 1.01 Entry into a Material Definitive Agreement

Closing of Combination

On November 5, 2021, Naked Brand Group Limited ACN 619 054 938 ("NBG") entered into a Stock Purchase Agreement (the "Acquisition Agreement") with Cenntro Automotive Group Limited, a Cayman Islands company limited by shares ("CAG"), Cenntro Automotive Group Limited, a Hong Kong private company limited by shares and wholly owned subsidiary of CAG ("CAG HK"), Cenntro Automotive Corporation, a Delaware corporation and wholly owned subsidiary of CAG ("CAC") and Cenntro Electric Group, Inc., a Delaware corporation and wholly owned subsidiary of CAG ("CEG" and, together with CAG HK and CAC, "Cenntro"). Pursuant to the Acquisition Agreement, NBG purchased from CAG (i) all of the issued and outstanding ordinary shares of CAG HK (the "CAG HK Shares"), (ii) all of the issued and outstanding shares of common stock, par value US$0.001 per share, of CAC (the "CAC Shares"), and (iii) all of the issued and outstanding shares of common stock, par value US$0.01 per share, of CEG (the "CEG Shares" and, together with the CAG HK Shares and the CAC Shares, the "Cenntro Shares") (such purchase, the "Combination"). On December 22, 2021, NBG effected a reverse share split of its ordinary shares, no par value (the "Ordinary Shares") at a ratio of 1-for-15 (the "Reverse Share Split"). The closing of the Combination occurred on December 30, 2021 (the "Closing"). The aggregate purchase price for the Cenntro Shares was 174,853,546 Ordinary Shares (the "Acquisition Shares") (as determined in accordance with the Acquisition Agreement and as described below and taking into account the Reverse Share Split) and the assumption of options to purchase an aggregate of 9,225,291 Ordinary Shares under the 2016 Plan (as defined).

Promptly following the Closing, CAG distributed the Acquisition Shares to the holders of its capital stock in accordance with (i) the distribution described in the Acquisition Agreement and (ii) CAG's Third Amended and Restated Memorandum and Articles of Association (the "Distribution"). Pursuant to the Acquisition Agreement, at the closing of the Combination, NBG assumed the Cenntro Electric Group Limited Amended and Restated 2016 Incentive Stock Option Plan (the "2016 Plan") and each CAG employee stock option outstanding immediately prior to the Closing was converted into an option to purchase a number of Ordinary Shares equal to the aggregate number of CAG shares for which such stock option was exercisable immediately prior to the Closing multiplied by the Exchange Ratio (as defined below), at an option exercise price equal to the exercise price per share of such stock option immediately prior to the Closing divided by the Exchange Ratio (such options, the "Converted Options").

The Exchange Ratio of 0.71563, as determined in accordance with the Acquisition Agreement, was equal to (i) (a) the Acquisition Share Pool (as such term is defined in the Acquisition Agreement, less the number of Liquidation Preference Acquisition Shares (as such term is defined in the Acquisition Agreement) distributable by CAG to the holders of its preferred shares in satisfaction of their liquidation preference, as determined in accordance with the Acquisition Agreement, multiplied by (b) the ratio of (I) the aggregate number of shares of CAG capital stock underlying the CAG employee stock options that were outstanding immediately prior to the Closing over (II) the number of fully diluted shares of CAG capital stock outstanding immediately prior to the Closing, divided by (ii) the aggregate number of shares of CAG capital stock underlying the CAG employee stock options that were outstanding immediately prior to the Closing (the "Exchange Ratio") As a result, options to purchase an aggregate of 9,225,291 Ordinary Shares are outstanding under the 2016 Plan.

In connection with the Closing, NBG changed its name from "Naked Brand Group Limited" to "Cenntro Electric Group Limited," and the business conducted by Cenntro became the business conducted by the Company. In addition, simultaneously with the Closing, NBG divested itself of its business operated through FOH Online Corp. ("FOH"), formerly a subsidiary of NBG (the "Divestiture"). The Combination was accounted for as a reverse recapitalization in which Cenntro was determined to be the accounting acquirer. Unless the context otherwise requires, all references in this report to the "Company," "we," "our," "us," "Cenntro" or similar terms refer to Cenntro Electric Group Limited ACN 619 054 938 (formerly known as Naked Brand Group Limited) and its subsidiaries, following the consummation of the Combination, and to Cenntro Electric Group, Inc., a Delaware corporation ("CEG"), Cenntro Automotive Group Limited, a Hong Kong private company limited by shares ("CAG HK"), and its consolidated subsidiaries, and Cenntro Automotive Corporation, a Delaware corporation ("CAC"), on a combined basis, prior to the consummation of the Combination. Unless the context otherwise requires, all references to "dollars," "$," "U.S. dollars" and "USD" refer to United States dollars. Except as otherwise provided, all share and per share information included in this report gives retroactive effect to the Reverse Share Split which became effective on December 22, 2021.

A description of the Combination and the terms of the Acquisition Agreement are included on the Report of Foreign Private Issuer on Form 6-K filed with the SEC on November 8, 2021 (the "Signing 6-K"), in the section titled "Item 1.01. Entry into a Material Definitive Agreement—The Combination—The Acquisition Agreement," which is incorporated herein by reference. The foregoing description does not purport to be complete and is qualified in its entirety by the full text of the Acquisition Agreement, a copy of which was filed as Exhibit 10.1 to the Signing 6-K and is incorporated herein by reference.

Local Sale and Purchase Agreement

At the Closing and in connection with the Combination, NBG and CAG entered into a local sale and purchase agreement (the "Local Sale and Purchase Agreement"), pursuant to which NBG effectuated the purchase from CAG of the CAG HK Shares, as required by Hong Kong law and in accordance with the terms of the Acquisition Agreement.

The Local Sale and Purchase Agreement is attached as Exhibit 10.1 hereto and is incorporated herein by reference. The foregoing description of the Local Sale and Purchase Agreement does not purport to be complete and is qualified in its entirety by reference to such exhibit.

Registration Rights Agreement

At the Closing, NBG entered into a registration rights agreement (the "Registration Rights Agreement") with certain shareholders of CAG, Justin Davis-Rice, the former Chief Executive Officer of NBG and current director of the Company and other signatories thereto, pursuant to which the holders were granted the right to have registered for resale under the Securities Act Ordinary Shares, including the Acquisition Shares and, in the case of Mr. Davis-Rice, Ordinary Shares awarded as compensation (such shares, the "Registrable Securities"), subject to certain conditions set forth therein. Pursuant to the Registration Rights Agreement, the Company will be required to file a registration statement registering the resale of the Registrable Securities on or before January 7, 2022.

The Registration Rights Agreement is attached as Exhibit 10.2 hereto and is incorporated herein by reference. The foregoing description of the Registration Rights Agreement does not purport to be complete and is qualified in its entirety by reference to such exhibit.

Relationship Agreement

In accordance with the Acquisition Agreement, at the Closing, the Company entered into a relationship agreement (the "Relationship Agreement") with Peter Z. Wang, the Company's post-Closing Chief Executive Officer, and Cenntro Enterprise Limited ("CEL") and Trendway Capital Limited ("TCL"), each an entity controlled by Mr. Wang (CEL and TCL, together with Mr. Wang, the "Wang Parties"). Following the Closing, the Wang Parties will beneficially own approximately 27.4% of the Ordinary Shares, based on an aggregate of 261,256,205 Ordinary Shares outstanding immediately following the Closing.

In accordance with the Acquisition Agreement and the Relationship Agreement, the Board consists of five directors, including Mr. Wang, Chris Thorne, Joe Tong and Simon Charles Howard Tripp, who are the director nominees designated by the Wang Parties (the "Wang Parties Nominee Directors"), and Mr. Davis-Rice, NBG's former chief executive officer, who is the director nominee designated by NBG. The Relationship Agreement further provides that for so long as the Wang Parties collectively beneficially own at least 10% of the issued and outstanding Ordinary Shares, in the event that any of the Wang Parties Nominee Directors are removed as a Director by members pursuant to section 203D of the Australian *Corporations Act 2001* (Cth) (the "Corporations Act"), Mr. Wang may give notice in writing to the Company of the person that the Wang Parties wish to nominate in place of that previous Wang Parties Nominee Director, together with their consent to act, and the Company must ensure that such individual is appointed as a Wang Parties Nominee Director of the same class of Director as the previous nominee within two business days of receipt of such notice and signed consent to act.

The Relationship Agreement is attached as Exhibit 10.3 and incorporated herein by reference. The foregoing description of the Relationship Agreement does not purport to be complete and is qualified in its entirety by reference to such exhibit.

Lock-Up Agreement

At the Closing, pursuant to requirements in the Acquisition Agreement, NBG entered into a lock-up agreement (the "Lock-Up Agreement") with each of CEL, TCL and China Leader Group Limited, a principal shareholder of CAG ("China Leader" and together with CEL and TCL, the "Lock-Up Parties"), pursuant to which the Lock-Up Parties agreed not to transfer the Acquisition Shares beneficially owned or owned of record by them, which represents an aggregate of 92,463,001 shares, for a period of 180 days following the Closing. The book-entry positions evidencing the Acquisition Shares issued under the Acquisition Agreement will each include prominent disclosure or bear a prominent legend evidencing the fact that such shares are subject to such lock-up provisions.

The form of lock-up agreement was previously filed as Exhibit 10.4 to the Signing 6-K and is incorporated herein by reference. The foregoing description of the form of lock-up agreement does not purport to be complete and is qualified in its entirety by reference to such exhibit.

Cenntro Electric Group Limited 2022 Stock Incentive Plan

On December 30, 2021, in connection with the Combination, the Board of Directors adopted the Cenntro Electric Group Limited 2022 Stock Incentive Plan (the "2022 Plan"), which became effective on that date, subject to shareholder approval. The 2022 Plan will be submitted for approval by our shareholders within twelve months following the date on which our board approved the 2022 Plan.

The aggregate number of Ordinary Shares that may be issued pursuant to share awards under the 2022 Plan will not exceed the sum of (x) 25,965,234 shares, plus (y) an annual increase on the first day of each fiscal year, for a period of not more than nine (9) years, beginning on January 1, 2023 and ending on (and including) January 1, 2031, in an amount equal to the lesser of (i) five percent (5%) of the outstanding shares on the last day of the immediately preceding fiscal year or (ii) such lesser amount (including zero) that the compensation committee (as defined below) determines for purposes of the annual increase for that fiscal year.

As of the date hereof, options to purchase an aggregate of 1,297,008 Ordinary Shares have been granted and no Ordinary Shares have been issued under the 2022 Plan.

For a description of the material terms of the 2022 Plan, see "Compensation—Cenntro Electric Group Limited 2022 Stock Incentive Plan" included under Item 2.01 of this report, which description is incorporated herein by reference. The 2022 Plan is attached as Exhibit 10.5 and incorporated herein by reference.

2022 Employee Stock Purchase Plan

On December 30, 2021, in connection with the Combination, the Board of Directors adopted the Cenntro Electric Group Limited 2022 Employee Stock Purchase Plan (the "ESPP"), which became effective on that date, subject to shareholder approval. The ESPP will be submitted for approval by our shareholders within twelve months of the date on which our board of directors approved the ESPP. The 2022 Plan is attached as Exhibit 10.5 and incorporated herein by reference.

The aggregate number of Ordinary Shares that may be issued pursuant to the ESPP is equal to 7,789,571 shares.

For a description of the material terms of the ESPP, see "Compensation—2022 Employee Stock Purchase Plan" included under Item 2.01 of this report, which description is incorporated herein by reference. The ESPP is attached as Exhibit 10.6 and incorporated herein by reference.

Amended and Restated 2016 Incentive Stock Option Plan

In connection with the Combination, the Company assumed CAG's obligations under the 2016 Plan. For a description of the material terms of the 2016 Plan, see "Compensation—Amended and Restated 2016 Incentive Stock Option Plan" included under Item 2.01 of this report, which description is incorporated herein by reference. The 2016 Plan is attached as Exhibit 10.7 and is incorporated herein by reference.

Divestiture of FOH

On December 30, 2021, simultaneously with the closing of the Combination, NBG consummated the Divestiture of FOH, pursuant to a binding term sheet of the same date (the "Term Sheet"), by and among NBG, Bendon Limited ("Bendon") and FOH. Bendon is controlled by Justin Davis-Rice, a member of the Company's board of directors and formerly NBG's Executive Chairman and Chief Executive Officer. From June 2018 until April 2021, Bendon was an operating subsidiary of NBG. FOH is a designer and e-commerce retailer of women's intimates apparel, sleepwear and swimwear. It is the exclusive licensee of the Frederick's of Hollywood global online license, under which it sells Frederick's of Hollywood intimates products, sleepwear and loungewear products, swimwear and swimwear accessories products, and costume products.

Under the Term Sheet, Bendon purchased all the outstanding shares of common stock of FOH for a purchase price of AUS$1.00. In connection with such purchase, NBG recapitalized FOH with $12.6 million in order to cover liabilities of FOH assumed by Bendon and forgave $9.5 million of intercompany loans made by NBG to FOH. The Term Sheet includes certain fundamental representations and warranties of NBG, which terminated as of the closing of the Divestiture. Under the Term Sheet, the Company has no liability to Bendon or FOH following the closing.

The Term Sheet is filed as Exhibit 10.23 to this Form 6-K and is incorporated herein by reference. The foregoing description of the Term Sheet does not purport to be complete and is qualified in its entirety by reference to such exhibit.

Item 2.01 Completion of Acquisition or Disposition of Assets.

The description of the Combination and the Divestiture set forth in Item 1.01 of this report is incorporated by reference herein.

Following the completion of the Combination, the business conducted by the Company became the business conducted by Cenntro, which is a designer and manufacturer of electric light- and medium-duty commercial vehicles. The transaction was accounted for as a reverse recapitalization based on an analysis of the criteria outlined in ASC 805 and the facts and circumstances specific to the Combination, including that immediately following the Combination, (i) Cenntro's management team immediately prior to the Combination will be the same as the management team of CEGL; (ii) Cenntro has designated a majority of CEGL's board of directors; (iii) Cenntro's operations will be the ongoing operations of CEGL following the Combination; and (iv) Cenntro's pre-transaction shareholders comprise a majority of CEGL's shareholders following the Combination. As a result, Cenntro was determined to be the accounting acquirer. In connection with the Combination, the Company provides the following information.

Information Related to Cenntro

Risk Factors

In addition to the risk set forth below, the risks associated with CEGL's business as set forth in the Signing 6-K in the section titled "Risk Factors" beginning on page A-3 are incorporated herein by reference.

If disruptions in our transportation network continue to occur or our shipping costs continue to increase, we may be unable to sell or timely deliver our products, and our gross margin could decrease.

Our success is dependent on our ability to transport our ECV vehicles kits from our Changxing facility and facilities of our manufacturing partners in China to our channel partners in the North America, Europe and Asia in a timely and cost-effective manner. We rely heavily on third parties, including ocean carriers and truckers, in that process. The global shipping industry is experiencing ocean shipping disruptions, trucking shortages, increased ocean shipping rates and increased trucking and fuel costs, and we cannot predict when these disruptions will end.

There is currently a shortage of shipping capacity from China and other parts of Asia, and as a result, our ability to deliver our ECV units to our channel partners may be disrupted or delayed. The shipping industry is also experiencing issues with port congestion and pandemic-related port closures and ship diversions. Labor disputes among freight carriers and at ports of entry are common, and we expect labor unrest and its effects on shipping our products to be a challenge for us. Any port worker strike, work slow-down or other transportation disruption as a result of the issues currently facing the shipping industry could significantly disrupt our business. We are currently experiencing such disruption due to multiple factors brought about by the COVID-19 pandemic, such as supply and demand imbalance, a shortage of warehouse workers, truck drivers, transport equipment (tractors and trailers) and other causes, which have resulted in heightened congestion, bottleneck and gridlock, leading to abnormally high transportation delays. This has materially and adversely affected our business and could continue to materially and adversely affect our business and financial results. If significant disruptions along these lines continue, this could lead to further significant disruptions in our business, delays in shipments, and revenue and profitability shortfalls, which could adversely affect our business, prospects, financial condition and operating results.

The global shipping industry is also experiencing unprecedented increases in shipping rates from the trans-Pacific ocean carriers due to various factors, including limited availability of shipping capacity. We may find it necessary to rely on an increasingly expensive spot market and other alternative sources to make up any shortfall in shipping needs. Additionally, if increases in fuel prices occur, our transportation costs would likely further increase. Similarly, supply chain disruptions such as those described in the preceding paragraphs may lead to an increase in transportation costs. Such delays and cost increases have adversely affected our business and could have additional adverse effects on our business, prospects, financial condition and operating results in the future.

Recent Developments

On November 29, 2021, Cenntro received a purchase order for 2,000 Metro® units from HW Electro, its channel partner in Japan, which vehicles are expected to be delivered in January 2022. We believe the Metro® will be the first imported, non-Japanese made, all-electric commercial vehicle in Japan. In December 2021, Cenntro's first Logistar™ 200 vehicles were delivered to the European markets. On December 15, 2021, Cenntro announced that it had selected Jacksonville, Florida as the site for its first full-capacity U.S. based local assembly facility. For a description of our Logistar™ 200 model and the Jacksonville facility, see "Business Overview" below.

On December 22, 2021, NBG effected a reverse share split of its Ordinary Shares, at a ratio of 1-for-15 (the "Reverse Share Split"). On December 30, 2021, NBG and CAG completed the Combination pursuant to which NBG purchased CEG, CAG HK and CAC, previously wholly owned subsidiaries of CAG, in exchange for 174,853,546 Ordinary Shares, which represents approximately 66.9% of outstanding Ordinary Shares immediately following the closing of the Combination, plus the assumption of options to purchase an aggregate of 9,225,291 Ordinary Shares under the 2016 Plan. Following the completion of the Combination, NBG changed its name to Cenntro Electric Group Limited.

Business Overview

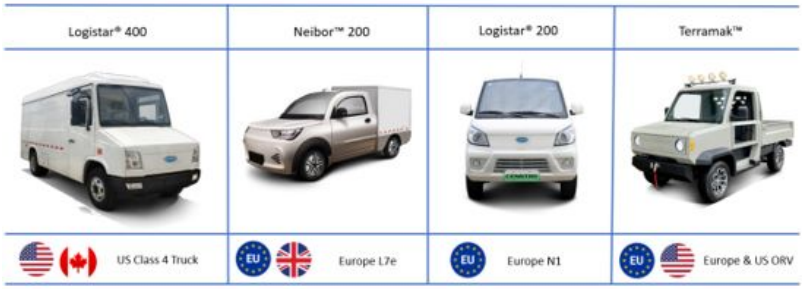
We are a designer and manufacturer of electric light- and medium-duty commercial vehicles ("ECVs"). Our purpose-built ECVs are designed to serve a variety of corporate and governmental organizations in support of city services, last-mile delivery and other commercial applications. As of November 30, 2021, we have sold or put into service more than 3,600 units of the Metro® in over 16 countries across North America, Europe and Asia. Our first ECV model, the Metro®, has been driven over seven million miles by commercial end-users in China alone. We recently introduced four new ECV models to serve the light- and medium-duty market. Our mission is to leverage our technological and research and development capabilities in areas such as vehicle design, digital component development, vehicle control software, and "smart" driving to become a technology leader in the ECV market.

We have established an asset-light, distributed manufacturing business model through which we can distribute our unique modular vehicles in unassembled semi-knockdown vehicle kits ("vehicle kits") for local assembly in addition to fully assembled vehicles. Our business model allows us to both (i) design, manufacture, assemble, homologate and sell ECVs to third parties for distribution and service to end-users and (ii) distribute manufactured vehicle kits, which are then assembled, homologated, sold and serviced by third parties in their respective markets. We refer to these third parties as our "channel partners." Each of our vehicle models has a modular design that allows for local assembly in small factory facilities that require less capital investment. We currently manufacture our own vehicle kits for the Metro® in our facilities in China. We plan to leverage the economies of scale of our manufacturing partners in China to manufacture vehicle kits for each of our four new models for local assembly at our facilities in the United States and Europe to further reduce overhead costs compared to our competitors. We believe our distributed manufacturing methodology allows us to execute our business plan with less capital than would be required by the traditional, vertically integrated automotive model and, in the long-term, drive higher profit margins.

We began pilot production of our first-generation, U.S. Class 1 (0–6,000 lbs.), electric light-duty commercial vehicle, the Metro®, in 2018, and, as of November 30, 2021, we have sold approximately 2,300 units in over 16 countries across Europe, North America and Asia, and put into service approximately 1,300 additional units in China through affiliated parties. The Metro® is a customizable ECV used in commercial applications such as city services (i.e., street cleaners, firetrucks, food trucks and garbage trucks) and last-mile delivery. The Metro® was "born electric," meaning that, unlike many other ECVs that are converted from existing internal combustion engine vehicle ("ICE") designs, the Metro® was purpose-built from inception to be highly cost-effective and energy efficient, implementing a number of proprietary design elements including a lightweight structure and efficient power system. With our developed supply chain and relationships with component vendors and our growing channel partner network, we believe we are in position for larger scale production and distribution of the Metro®. For the year ended December 31, 2020 and the 11 months ended November 30, 2021, we generated $4.8 million and $5.2 million in revenue from sales of our Metro®, respectively.

Since our inception, we have invested resources in the research and development not only of ECV design and manufacturing processes, but also in digitally enabled components, intra-vehicle communication, vehicle control and vehicle automation, or what we collectively refer to as "vehicle digitization." We have developed a prototype system-on-chip (which we sometimes refer to as an "SOC") for vehicle control and an open-platform, programmable chassis, with potential for both programmable and autonomous driving capabilities. We have also designed and developed in-house a proprietary telematics box, sometimes referred to as a T-Box, which allows our ECVs to send and receive data relating to location, speed, acceleration, braking and battery consumption, among others, to end-users. Additionally, our engineers have worked closely with certain of our qualified suppliers to co-design digitally enabled components in areas such as steering, braking, acceleration and signaling.

We introduced four new ECV models in 2021, which are designed for specific geographic markets and to address additional commercial applications. The Logistar™ 400 is a U.S. Class 4 (over 14,000 lbs.) medium-duty electric commercial truck designed to meet U.S. city delivery and service needs. The Logistar™ 400 first became commercially available in the United States in December 2021. The Logistar™ 400 is offered in four configurations: cargo-box, van, flatbed truck, and basic chassis for upfitters. The Neibor® 200 is a European Union and UK L7e (heavy quadricycle) Class compact electric commercial vehicle designed to meet European neighborhood delivery and neighborhood service needs. The Neibor® 200 was homologated and first became commercially available in the European market in December 2021. The Logistar™ 200 is a European Union N1 Class electric commercial vehicle designed to meet the European Union's city delivery and city service requirements and complement our smaller Neibor® 200 model. It first became commercially available in the European market in December 2021. We have also developed the Terramak™, an off-road electric commercial vehicle for U.S. off-road use with essentially no homologation requirements and limited certification requirements. The Terramak™ first became commercially available in the United States in December 2021. See "Risk Factors—Risks Related to Our Business and Financial Results—Our future success depends on our ability to introduce new models and we may experience delays in launching and ramping up production of our new ECV models" included in the Signing 6-K and incorporated herein by reference.



We have also developed the ePortee™, which we also refer to as the Cenntro iChassis, an open-platform and programmable chassis product. The Cenntro iChassis is designed to be a basic modular building block for use by auto makers and special vehicle upfitters in the design of automated or autonomous driving vehicles. Through our advancements in vehicle digitization and smart components, we have equipped the Cenntro iChassis with digital control capabilities. The Cenntro iChassis allows third-party developers to integrate detection devices (i.e., lidar, radar, ultra-sound, infrared and other sensory devices) and third-party or proprietary decision-making software to allow for vehicles based on the programmable chassis to be driven autonomously.

The electrification of the global automotive industry has been a major policy focus of governments worldwide. Certain countries, such as the United States, China, Canada, Germany, and various other European countries, have announced aggressive electric vehicle ("EV") initiatives designed to reduce carbon emissions, through the replacement of fossil fuels, and have begun incentivizing the development and sale of ECVs through government subsidy programs.

Subsidiary Information

Set forth below is the primary business and domicile of each of our subsidiaries:

- Cenntro Automotive Corporation, a Delaware corporation, is our current operating subsidiary in the United States. CAC's operations include corporate affairs, administrative, human resources, global marketing and sales, after-market support to our channel partners, homologation and quality assurance. CAC also leases and operates our facilities in Freehold, New Jersey, our corporate headquarters, and our anticipated Jacksonville, Florida, where we plan to assemble our vehicles from vehicle kits for the North American market.

- Cenntro Electric Group, Inc., a Delaware corporation, is a non-operating holding company.

- Naked Brand Group, Inc., a Nevada corporation, is currently a non-operating holding company.

- Naked, Inc., a Nevada corporation, is currently a non-operating company.

- Cenntro Automotive Group Limited, a Hong Kong private company limited by shares, is a non-operating, investment holding company, which holds the share equity in all of our PRC subsidiaries and Simachinery Equipment (as defined below).

- Hangzhou Cenntro Autotech Co., Ltd., a PRC limited liability company ("Autotech"), is one of our operating subsidiaries in China. Operations under Autotech include vehicle and technological developments, homologation (in certain instances), regulatory compliance, quality assurance, and the holding of material assets in Hangzhou, China.

- Hangzhou Hengzhong Tech Co., Ltd., a PRC limited liability company ("Hengzhong Tech"), is one of our operating subsidiaries in China. Operations under Hengzhong Tech include supply procurement, vendor qualification and auditing, component quality assurance and certification, and component development.

- Hangzhou Ronda Tech Co., Ltd., a PRC limited liability company ("Ronda"), is one of our operating subsidiaries in China. Operations under Ronda include corporate affairs, administrative, human resources, global marketing and sales, and after-market support to our channel partners.

- Shengzhou Cenntro Machinery Co., Ltd., a PRC limited liability company ("Shengzhou Machinery"), is currently dormant. Prior to our sale of the land and facility in Shengzhou, China, Shengzhou Machinery owned and operated our Shengzhou manufacturing facility, where it manufactured key components for the Metro® and assembled vehicle kits and full vehicles. In May 2021, Shengzhou Machinery ceased these operations.

- Simachinery Equipment Limited, a Hong Kong private company limited by shares ("Simachinery Equipment"), is the non-operating, investment holding company of Zhejiang Sinomachinery (as defined below).

- Zhejiang Sinomachinery Co., Ltd., a PRC limited liability company ("Zhejiang Sinomachinery"), is one of our operating subsidiaries in China. Zhejiang Sinomachinery's operations focus on the development and maintenance of our supply chains and the development of our Logistar™ model.

- Zhejiang Cenntro Machinery Co., Ltd., a PRC limited liability company ("Zhejiang Machinery"), is one of our operating subsidiaries in China. Operations under Zhejiang Machinery include leasing our facility in Changxing, China and assembling our Metro® model vehicle kits and fully assembled vehicles. Zhejiang Machinery currently performs the role that Shengzhou Machinery had performed prior to the sale of our facility in Shengzhou in 2020.

- Zhejiang Tooniu Tech Co., Ltd., a PRC limited liability company ("Tooniu"), is one our operating subsidiaries in China. Tooniu's operations focus on the development of off-road electric utility vehicles. Tooniu is responsible for the development and supply of the Terramak™ vehicle and vehicle kits to our channel partners.

- Zhejiang Xbean Tech Co. Ltd., is a PRC limited liability company ("Zhejiang Xbean"), and is currently dormant. Zhejiang Xbean's operations historically focused on the design, manufacture and sale of certain smaller ECV models that are not material to our business. Zhejiang Xbean ceased operations in early 2021.

Industry Overview and Market Opportunity

The EV Market

According to an April 2020 report by Allied Market Research, the global EV market was valued at approximately $162.3 billion in 2019 and is projected to reach approximately $802.8 billion by 2027. The North American market is estimated to reach upwards of approximately $194.2 billion by 2027 and the Asia-Pacific market is expected to reach approximately $357.8 billion in the same period. North America and Europe are expected to experience compound annual growth rates in this market of 27.5% and 25.3%, respectively, between 2019 and 2027. Factors such as increases in demand for fuel-efficient, high-performance and low-emission vehicles, along with stringent government rules and regulations toward vehicle emissions are expected to drive the growth of the electric vehicle market.

Many governments around the world, including the United States, China, Germany, and various other European countries, are regulating vehicle emissions and fuel economy standards and offering incentives to commercial and government operators to purchase more energy efficient vehicles. The mitigation of greenhouse gas emissions from ICE vehicles is an integral part of various nations' strategies to meet the objectives of the 2015 Paris Agreement, which the United States recently rejoined. Some of the countries that have made announcements regarding their intention to phase out ICE vehicles include the following:

- China: End production and sales of ICE vehicles by 2040;
- France: Ban the sale of ICE cars by 2040;
- Germany: No registration of ICE vehicles by 2030 (passed by legislature); cities can ban diesel cars;
- India: Official target of no new ICE vehicles sold after 2030; Incentive program in place for EV sales;
- Japan: Incentive program in place for EV sales; and
- United Kingdom: Ban the sale of new ICE cars starting in 2035.

In the United States, the Biden administration announced plans to put the United States on a path to achieve net-zero emissions, economy-wide, by no later than 2050. In 2021, President Biden signed an executive order that mandates the replacement of all civilian federal vehicles, over 600,000 vehicles, with U.S.-made clean and zero-emission vans, trucks and passenger vehicles. The Biden administration has also announced a goal of building more than 500,000 EV chargers across the United States and has expressed its support for an expansion of federal tax credits and incentives targeted at EVs and EV manufacturing. In August 2021, the Biden Administration announced that it had set the goal for half of all new vehicles to be electric by 2030, as part of a plan that also includes construction of a nationwide network of charging stations and various financial incentives to consumers and auto industry companies. In November 2021, President Biden signed the $1.2 trillion bipartisan infrastructure bill into law, which bill includes $7.5 billion for electric vehicle charging infrastructure, $3 billion to support the domestic battery material processing industry and $3 billion to support the development of domestic battery manufacturing and recycling facilities. We believe the Biden administration's strong support for EVs and renewables will encourage an even more rapid shift from ICEs to EVs in the United States, particularly in the commercial vehicle market.

Incentive programs and new regulations affecting passenger and commercial vehicles vary by country. However, there is strong sentiment to reduce global greenhouse gas emissions from leading governments. For heavy-duty vehicles, the European Union mandated a 15% reduction in CO_2 emissions (from 2019 levels) by 2025 and a 30% reduction target (from 2019 levels) by 2030. Also, by 2025, manufacturers will be required to ensure that at least a 2% market share of the sales of new vehicles is made up of zero-and-low-emission vehicles to counteract steadily increasing road traffic emissions. For light-duty vehicles, the European Union has mandated a 15% reduction in CO_2 emissions by 2025 and a 31% reduction target by 2030. The European Union may impose financial penalties on vehicle manufacturers for failure to achieve certain CO_2 emission targets imposed on such manufacturers, with such penalties scaling upward based on the level of CO_2 emission exceedance for their vehicles. We believe that increasing government regulations and incentives, together with shifting consumer preferences, will encourage significant growth in the market for ECVs.

Improvements in Battery Technology

With the global trend toward reducing the number of ICE vehicles, electric-battery and fuel cell technologies stand out as strong alternatives. Battery costs have decreased significantly over the past decade and, in the long run, prices are expected to continue to fall. According to research service BloombergNEF (BNEF), lithium-ion battery pack prices decreased from above $1,100 per kilowatt-hour in 2010 to $137/kWh in 2020 in real terms, representing a decline of approximately 89%. In addition, BNEF forecasts that by 2023 average prices are expected to fall to as low as $100/kWh. Although battery pack prices have recently increased and may continue to increase in the near-term due to the rising price of lithium as a result of COVID-19 and other factors, we anticipate that battery prices will continue to decrease in the long-term. As investment in battery technology continues to increase, we believe these cost reductions will continue to improve the economics of battery-powered ECVs.

Last-mile Delivery and City Services

The last-mile delivery market in the United States and the European Union is quickly expanding, driven by the rapid growth in the e-commerce industry resulting from consumer preference for faster deliveries, significant increases in online purchases resulting from COVID-19 and governmental focus on low emission urban logistics models. We believe consumer behavior will accelerate the online transformation of retail businesses and the expected need for efficient last-mile delivery ECVs.

We believe there is a growing sustainability trend among companies to reduce their carbon footprint and incorporate ECVs into their commercial delivery fleets. A number of well-established companies, such as Amazon, FedEx, UPS and Walmart, have made announcements about their intentions to reduce CO_2 emissions and/or become carbon neutral by a specified future date. A number of these companies have committed to purchase large quantities of ECVs (some of which are not yet commercially available) to transition their fleets over the next several years, with a focus on enhancing their last-mile delivery services, as well as lowering their operating costs, all while reducing their carbon footprint.

Autonomous Driving

The world's largest technology and automotive companies are engaged in large-scale projects related to autonomous driving initiatives and other future mobility projects. The vast economic and safety potential of autonomous vehicles has continued to drive substantial investment, further accelerating the pace of technological development. According to AlixPartners, an estimated $75 billion is projected to be deployed between 2019 and 2023 on autonomous driving development.

Our Competitive Strengths

We design, develop and manufacture ECVs in a cost-effective manner to enable us to compete favorably in the light-and medium-duty commercial vehicle market. We believe our competitive strengths position us well to continue to grow our installed base of vehicles and capitalize on the expected growth in the light- and medium-duty ECV market:

Proven Record of Manufacturing and Distributing ECVs

We have manufactured light-duty ECVs since 2018. Our business to date has been primarily focused on selling the Metro® in the light-duty ECV market, which is a relatively new market with only a limited number of automakers successfully delivering vehicles in this segment currently. As of November 30, 2021, we have sold approximately 2,300 Metro® units in Europe, North America and Asia and put into service approximately 1,300 additional units in China through affiliated parties. We have established relationships with 16 channel partners, including three "private label" channel partners that assemble our vehicle kits and sell them in the United States and certain countries in the European Union, two channel partners that upfit our vehicles and sell them in Korea and the United States and the remainder that sell the fully assembled vehicles we manufacture. We believe our production and delivery of over 3,600 Metro® units, with over seven million miles of commercial use in China alone, provides us valuable insight into market dynamics that are not readily apparent or accessible to new competitors, which will assist us as we expand into new markets. We believe we are positioned to take advantage of the growing ECV market, which has few mature competitors capable of manufacturing and delivering cost-effective and financially viable ECVs today.

Distributed Manufacturing Methodology

Traditionally, automakers operate under a vertically integrated business model performing a variety of capital-intensive and time-consuming functions, including not only vehicle design, process setup, tooling, parts making, supply chain establishment, vehicle assembly and vehicle homologation, but also market promotion, sales and distribution, after-market support and vehicle servicing. This business model requires significant capital, is asset heavy and imposes significant barriers to entry for new players while impeding their ability to rapidly change their vehicle lineup or their operating model.

Based on our unique manufacturing and distribution model, we believe we are positioned to be an industry disruptor. Unlike many traditional, vertically integrated vehicle companies, which manufacture fully assembled vehicles for export, we use an innovative distributed manufacturing methodology in which our ECVs are designed to be exported as vehicle kits and assembled in local markets. Our ECVs are designed using a "modular" method, allowing for simple assembly and eliminating the need for acquiring and maintaining heavy and expensive assembly equipment at the local assembly stage. We or our manufacturing partners manufacture and integrate the materials and parts into vehicle kits, which we can then ship to one of our local assembly facilities or our channel partners for assembly, and thereafter for marketing, sales and service by our channel partners.

We believe that our distributed manufacturing methodology can provide us with competitive advantages compared to traditional vehicle manufacturers, as we may benefit from local tax incentives and lower import duties as well as greater brand recognition and consumer goodwill in our targeted markets. In addition, we believe our distributed manufacturing methodology provides significant advantages for local homologation, local distribution, and local service. For example, we believe U.S. homologation certification requirements are less burdensome for vehicles that are manufactured in the United States rather than imported into the United States.

As of November 30, 2021, our distributed manufacturing methodology relies upon seven assembly facilities, including three "private label" channel partners with local assembly facilities in the United States and the European Union (that assemble, market and sell ECVs based on the design of our Metro® under the names Ayro 411 and TME ABLE), our facility at Changxing, which assembles for international export, and our local assembly facility in Freehold, New Jersey, for trial production of our Logistar™ 400 and Terramak™ vehicles. For further discussion of our "private label" channel partners, see "—Our Channel Partners and Channel Partner Network." We are in the process of establishing a local assembly facility in Dusseldorf, Germany, where we intend to assemble the Metro®, the Logistar™ 200 and the Neibor® 200 for distribution to our channel partners for sales within the European Union. We are also finalizing a lease agreement for our anticipated local assembly facility in Jacksonville, Florida, where we plan to assemble the Logistar™ 400 and the Terramak™ for distribution to our channel partners for sales in the North American market. Prior to the regionalization of our supply chains, we plan to utilize these facilities to assemble vehicle kits that are manufactured by us in our facilities in Changxing, in the case of the Metro®, and by third parties in the case of our four other ECV models. We have subcontracted all manufacturing processes of the ECV components for our Logistar™ 400, Neibor® 200, Logistar™ 200 and Terramak™ to our qualified suppliers, allowing us to further reduce our capital expenditure requirements and increase our focus on local assembly.

In the long-term, through our deep supply chain development know-how, we intend to establish supply chain relationships in North America and the European Union to support our manufacturing and assembly needs in these markets, thereby reducing the time in transit and potentially the duties associated with importing our components and spare parts. We plan to use a "merge in transit" model where component parts from suppliers are consolidated at our local assembly facilities for final ECV assembly.

Our Core Technology

Because we design, develop and manufacture our ECVs, our technology is at the core of what we believe positions us to effectively compete and become a technology leader in the ECV market. Since inception in 2013 through June 30, 2021, we have spent approximately $74.0 million in research and development activities related to our business. Specifically, we have developed new vehicle chassis structures and digital control, smart driving and network connectivity capabilities. In addition to our significant know-how, as of June 30, 2021, we had 132 discovery patents, nine design patents and 104 innovation patents granted by the Chinese Patent Office, and 11 innovation patent applications and 56 discovery patent applications pending in the Chinese Patent Office (including seven currently pending PCT patents), covering our technological innovations relating to power systems, vehicle electronics, vehicle control and structure, production processes and other new technologies.

Our technological advantage begins with our chassis designs, which promote efficiencies in energy consumption as well as development and manufacturing processes. The Metro® and Neibor® 200 utilize proprietary, lightweight chassis designs that reduce the overall weight of the vehicle and thus increase the battery efficiency of the vehicle. Our chassis designs also lend themselves to modification and flexibility to meet the needs of the specific customers in our local markets. For instance, our Metro® can be upfitted and customized to fill a variety of end-user roles, such as a small firetruck, street sweeper, vending truck, garbage truck, pickup truck or service truck.

We have developed a proprietary vehicle control unit (a "VCU") that allows for vehicle status awareness and vehicle operation control capabilities. We have designed our VCU to integrate the various sub-control systems and embedded systems on our ECVs into a single module, which oversees and controls vehicle operations such as monitoring, driving, alarming, communication, display, positioning, and entertaining, among other functions. Our VCU allows end-users to connect their ECV fleet to a vehicle management system in order to monitor fleet operations and driver behavior, enabling them to efficiently manage their delivery performance and logistics. Through the VCU interface, end-users are able to customize vehicle operations, including setting speed and boundary limitations, horn control, light control, and other controls that we believe enhance the safety and functionality of our ECVs.

For future vehicle applications, we have made innovations in digital control technology and employed autonomous "smart driving" technology. Our "digital control" technology allows an ECV component to act solely through the control of a computer program or artificial intelligence, or AI, rather than manual human intervention. For instance, a digitally enabled windshield wiper could automatically alter its speed of oscillation to optimize visibility, based on determinations of a computer program that measures the severity of the rain. Our "smart driving" technology extends digital control capability to components that control the movement of the ECV (i.e., steering, braking, acceleration, signaling and parking). We have also successfully developed a programmable chassis and tested an autonomous "smart driving" delivery truck on the road with real traffic. Our programmable chassis, while interfacing with third-party decision-making software, will not require a steering wheel or any pedals and will execute driving operations solely via control by a computer program or AI software.

We are focused on continuous improvement in our technology through continued investment in research and development. We believe our ECV expertise, market focus, installed base of vehicles and know-how (including our smart driving capabilities), coupled with our dedication to research and development, will enable us to continue advancing our business.

Low Upfront Cost and Operating Costs to End-Users

Through our modular ECV design and unique business model, we are able to enter the ECV market with competitively priced products compared to our competitors in the ECV space. Our ECVs are designed with a proprietary, lightweight chassis structure, enabling us to use less steel and our ECVs to utilize less battery power than our competitors. Through our distributed manufacturing methodology, we can ship our vehicle kits for assembly (as opposed to completed vehicles), enabling shipment, in the case of the Metro®, of four ECVs per 40-foot ocean freight containers, resulting in lower transportation cost, and in some cases, lower import tariffs than fully assembled ECVs.

Furthermore, because our ECVs have fewer components and moving parts than their ICE counterparts, we believe the ongoing maintenance costs of our vehicles is low. In addition, engines in traditional ICE commercial vehicles typically have a 10-year life, whereas the motor in our ECVs are designed to last, on average, for more than 20 years. The lithium-ion batteries used in our ECVs have a useful life of approximately 2,000 charge-cycles, with each charge providing for a range, in the case of the Metro®, of approximately 124 miles per charge for a total range of approximately 248,400 miles over a battery's useful life. Additionally, based on our collected data, the Metro® has a miles per gallon of gasoline equivalent ("MPGe") of approximately 156 (equivalent to 4.875 miles per KWh).

Our Integrated Supply Chain

We have invested significant time and resources in developing a supply chain capable of providing all of the components and materials necessary to manufacture our ECVs. Our integrated supply chain is comprised of over 200 suppliers predominantly located in China. Generally, our suppliers undergo rigorous testing before we onboard them as a supplier, including quality and process auditing, product verification, regulatory compliance and reliability testing. Our suppliers must demonstrate that they can consistently deliver their specialized parts on time, while meeting our quality and product specifications. Many of our components are based on Cenntro-developed designs, and our suppliers are contractually restricted from selling our customized components to any third parties.

We plan to expand our supply chain as necessary to support our planned growth, including localizing our supply chain for certain key components of our ECVs in North America and the European Union. We have subcontracted all manufacturing processes of the ECV components for our Logistar™ 400, Neibor® 200, Logistar™ 200 and Terramak™ to our qualified suppliers, allowing us to further reduce our capital expenditure requirements and increase our focus on local assembly.

Our Network-Enabled Cloud Technology

Each of our ECV models are fitted with a networking device connecting the vehicle to our proprietary cloud-based software, which enables our end-users to collect data about vehicle configuration, vehicle status and user efficiency through a system of digitally enabled components, which we sometimes refer to as "smart components," that we install in our ECVs. We believe the information collected on our cloud-based information database system provides significant benefits to our end-users. With over 100 different metrics capable of being measured through the use of smart components, our database allows end-users to track the performance of specific vehicle components and provides them insight into the reliability and efficiency of these components. In addition, this information allows end-users to monitor fleet operations and driver behavior, enabling them to efficiently manage their delivery performance and logistics. To the extent end-users provide our channel partners with access to this information, our channel partners may use this information to provide enhanced after-market servicing and support to their customers. We also believe this data may be valuable to end-users for insurance, financial and other purposes. Moreover, end-users are able to use our network to customize vehicle operations, including setting speed and boundary limitations, horn control, light control, and other controls that we believe enhance the safety and functionality of our ECVs.

Using our proprietary cloud-based software, we have analyzed over seven million miles of commercial use in China in order to improve our ECVs' reliability and durability. With the permission of the end-users of the vehicles, we received data collected from approximately 950 Metro® units that we put into service through an affiliated company in the Chinese market. This data included vehicle-specific data collected for operational analysis (for example, total cumulative miles traveled or uptime before the failure of a specific component), which we used for instance to determine which of our components fails most often, which of our components fails first and for how long they were operational, in order to make improvements in the quality and durability of such components. We enable end-users to collect, store and analyze data using tools that we have developed but we do not have access to this end-user collected data unless we request and receive access from the end-user. We do not currently and do not intend to collect, use or store any vehicle-specific or driver-specific data in the future in any region.

Strategic Channel Partner Network

We have established our channel partner network to distribute our ECVs in a number of markets around the world. Through this network, we have engaged partners for local homologation, promotion, distribution, and service in the markets they serve, and, in a limited number of cases, assembly, upfitting and customization. All our channel partners sell fully assembled ECVs. In addition, channel partners that have established the capabilities to assemble our ECVs receive vehicle kits from us, assemble the vehicles and sell them locally in the country or region in which they serve under their brand. We refer to these channel partners as "private label." Our channel partners include local businesses, dealers, distributors, auto repair shops and service providers, who purchase our fully assembled ECVs (other than the "private label" channel partners) and sell them in their respective local markets.

More specifically, we believe our channel partner network provides significant advantages to us as we are able to outsource the cost of marketing, distribution and maintenance (and in some markets, homologation) to businesses with local know-how in their respective markets and avoid the cost of developing this local know-how. As of November 30, 2021, we had established business relationships with 16 channel partners in 13 countries, including three "private label" channel partners in the United States and Germany.

Our Highly Skilled and Experienced Management Team

Our management team is led by Peter Z. Wang, our Chief Executive Officer and Chairman of the board of directors, who we refer to as our Chairman. Mr. Wang has extensive experience in the automotive and technology industries, having co-founded Sinomachinery Group (a diesel power system (engine and transmission) manufacturer) in 2006 and UTStarcom (a global telecom infrastructure provider), which went public in 2000. Mr. Wang was named as one of the Outstanding 50 Asian Americans in Business by Asian American Business Development Center in 2004, one of China's 100 Most Innovative Businessmen by Fast Company Magazine in 2017 and one of the Most Intriguing Entrepreneurs by Goldman Sachs in 2019.

More specifically, our management team has significant experience in vehicle design, supply chain, logistics, quality control and process management. Our management is singularly focused on developing and manufacturing high quality, best-in-class, light- and medium-duty ECVs for the growing ECV marketplace and becoming a technology leader in the ECV market. Starting in 2013 with a simple idea, our management team has successfully designed energy efficient ECVs and associated technologies and established a broad supply chain to support our product growth.

Our Growth Strategy

We intend to be a leading global designer, developer and manufacturer of electric light- and medium-duty ECVs. The key elements of our growth strategy include:

Expand Our Channel Partner Network and Assembly and Supporting Facilities

As of November 30, 2021, we have established business relationships with 16 channel partners in 13 countries, including the United States, Germany, Korea, Spain, Italy and Mexico. We plan to expand our channel partner network and increase the number of our assembly facilities in the United States, the European Union and, in the long-term, Japan. As our channel partner network and Cenntro facility footprint grows, we expect to penetrate a broader segment of the global market and increase our sales volume and product offerings. We expect to add up to 16 additional channel partners in 2022.

In 2021, we opened a local assembly facility in Freehold, New Jersey for trial production of our Logistar™ 400 and Terramak™ vehicles. We also have established warehousing services with a logistics company in Budapest, Hungary to house spare parts for our Metro® models. We are in the process of establishing a local assembly facility in Dusseldorf, Germany, where we intend to assemble the Metro®, the Logistar™ 200 and the Neibor® 200 for distribution to our channel partners for sales within the European Union. We are also finalizing a lease agreement for our anticipated local assembly facility in Jacksonville, Florida, where we plan to assemble the Logistar™ 400 and the Terramak™ for distribution to our channel partners for sales in the North American market. We believe establishing a local assembly facility in Dusseldorf will provide us with access to well-established hardware and logistics systems and trained personnel.

We believe that augmenting our channel partner network, assembly facilities and support centers together with regionalizing our supply chain will enhance brand recognition, provide economic advantages and reduce time to market for our ECVs.

Regionalize Manufacturing and Supply Chain

We plan to regionalize the manufacturing and supply chain relating to certain key components of our ECVs, such as vehicle frames and battery packs, in the geographic markets in which our ECVs are sold. In the long-term, through our deep supply chain development know-how, we plan to geographically expand our supply chain to support our planned growth. More specifically, we intend to establish supply chain relationships in North America and the European Union to support our manufacturing and assembly needs in these markets, thereby reducing the time in transit and potentially the duties associated with importing our components and spare parts from China. We believe we can reduce the overall cost of ECV assembly in certain geographical markets by shifting to a "merge in transit" model, whereby component shipments from suppliers, including local market suppliers, are consolidated at our local assembly facilities for final ECV assembly, in contrast with our current model which integrates all components into vehicle kits or fully assembled vehicles in our manufacturing facilities in China. We believe that investing in the regionalization of our manufacturing and supply chain can ultimately provide significant benefits to us and our channel partners. We believe sourcing our ECV components and manufacturing, assembling and selling our ECVs regionally can help us reduce costs associated with import/export taxes and shipping, further reducing vehicle production costs. In addition, we believe that regionalizing our manufacturing and supply chain will help support and strengthen our brand in the markets in which our ECVs are sold, as our operations become integrated into those markets. We believe that our deep supply chain development know-how will provide us significant advantages; however, substantially all of our supply chain experience is limited to China. If we are unable to effectively manage the sourcing of our components and the responsiveness of our supply chain in areas outside of China, our business and results of operations may be harmed. It is also likely that in the early stages of our supply chain expansion, we can expect most component sources will be single-source suppliers in areas outside of China.

Expand Our Product Offerings

We began pilot production of our first-generation, U.S. Class 1 (0 – 6,000 lbs.), light-duty commercial vehicle, the Metro®, in 2018, and, as of November 30, 2021, we have sold approximately 2,300 units throughout Europe, North America and Asia and deployed approximately 1,300 additional units in China through affiliated parties. Utilizing our proprietary design and technology, we launched the Logistar™ 400 as a U.S. Class 4 (over 14,000 lbs.) medium-duty commercial vehicle in the United States in December 2021, the Neibor® 200, designed to meet the European Union and UK L7e Class requirements, in the European Union and the UK in December 2021, the Logistar™ 200, designed to meet the European Union N1 Class truck requirements, in the European market in December 2021 and the Terramak™, an off-road electric commercial vehicle, in the European Union and United States in December 2021. Our pipeline also includes the ePortee™ programmable chassis, which we also refer to as the Cenntro iChassis, which is expected to become commercially available in 2022.

Expand Market Breadth and Depth

We expect to increase our market share in the current markets where our ECVs are sold, while simultaneously penetrating new markets worldwide. As of November 30, 2021, we have sold the Metro® in over 16 countries throughout North America, Europe and Asia. We have homologated the Metro® in over 32 countries. We are currently targeting new markets where local governments have begun incentivizing a shift from ICEs to EVs. We intend to expand our reach in these markets with the efforts and market knowledge of our existing channel partners as well as by forming new partnerships and leveraging our increased brand recognition.

Autonomous Driving

We intend to continue to invest in chassis digitization and smart driving technology. We have developed the ePortee™, which we also refer to as the Cenntro iChassis, an open-platform and programmable vehicle chassis with digital control capabilities. The Cenntro iChassis is designed to act as a basic and core execution unit of an automated or autonomous driving vehicle. It includes application programming and communication interfaces that enable third-party autonomous driving vehicle developers to use this programmable chassis to develop various autonomous driving applications and fittings. We expect the Cenntro iChassis to become commercially available in 2022.

Our ECVs

The Metro®

We began pilot production of our first-generation U.S. Class 1 (0 – 6,000 lbs.), electric light-duty commercial vehicle, the Metro®, in 2018, and, as of November 30, 2021 have since sold approximately 2,300 units throughout Europe, North America and Asia, and put into service approximately 1,300 additional units in China through affiliated parties. The Metro® is a customizable ECV used in commercial applications such as city services (i.e., street cleaners, firetrucks, and garbage trucks) and last-mile delivery. The Metro® was "born electric," meaning that, unlike many other ECVs that are converted from existing ICE designs, the Metro® was purpose-built from inception to be highly energy efficient and providing for a greater range, implementing a number of proprietary design elements, including a lightweight structure and efficient power system. The Metro® has been driven over seven million miles of commercial use by end-users in China alone.

The Metro® chassis is designed with a unique cab-forward feature. By moving the cab of the Metro® forward over the front wheels, we have been able to increase its cargo volume ratio and decrease the cost of materials used in its manufacturing. In addition, the chassis of the Metro® has been designed to support a variety of fittings, allowing the vehicle to be used for a number of different applications, which we believe is a feature rarely offered by other ECV manufacturers and gives us the opportunity to market the Metro® to a wider array of potential end-users.

The Metro® complies with, or is exempt from, all applicable vehicle safety standards related to light-duty commercial vehicles in North America, Mexico and the Asian and European countries in which it is sold. The Metro® has passed N1 homologation requirements in Asia. In the European Union, the original version of the Metro® was classified as an L7e vehicle and has passed the EU homologation requirements for this category. We have made improvements to the original Metro® design and added more components such as airbags, air conditioning and advanced brake systems. As a result, our new model of the Metro® does not meet EU L7e weight requirements and will instead be classified as an N1 vehicle. We have obtained EU Small Series Type Approval for our new model of the Metro® under N1 vehicle classification, which includes an annual sales limitation of 1,500 units into the European Union market (excluding sales by our "private label" channel partners in the European Union). However, since the Metro® is sold in the European Union through our channel partners and by one of our "private label" channel partners that sells under its own brand name as a proprietary vehicle, we will be able to sell as many as 3,000 units in the European Union annually. See "—Our Channel Partners and Channel Partner Network." In the United States, the Metro® qualifies as a Neighborhood Electric Vehicle (an "NEV") with low-speed modifications, and, as a result, is not required to pass the United States high speed front-end impact test. NEVs are built to have a top speed of 25 miles per hour (40 km/h) and have a maximum loaded weight of 3,000 lbs. (1,400 kgs) and are classified by the United States Department of Transportation as low-speed vehicles. This qualification generally limits the Metro® to roads with posted maximum speed limits of 35 miles per hour (56 km/h). Under the EU Small Series N1 Type Approval, the Metro® does not have comparable speed limitations in the European Union.

Our lightweight chassis structure and cab-forward design of the Metro® enable greater payload and cargo volume with lower vehicle weight and smaller vehicle size, compared to other like-size ECVs. Our modular vehicle design enables us to manufacture a wide range of variations of Metro® models around a uniform chassis structure.

We currently offer two basic models of the Metro®: the Metro® – 100 and the Metro® – 200. The primary differences among these models are the battery capacity (13–25.92 Kwh) and the driving range (100-200 km per battery charge). The following table sets forth product specifications for each of the current Metro®'s two basic models:

METRO® SPECIFICATIONS

Model	**Metro®-200**	**Metro®-100**
Dimensions (mm)	**3910x1400x1905**	**3910x1400x1905**
Payload Capacity (kg)	**500**	**500**
Cargo Volume (m^3)	**3.8**	**3.8**
Max Speed (Km/h)	**85**	**85**
Range (Km)	**200**	**100**
Turning Radius (mm)	**4200**	**4200**
Gradeability (%)	**20**	**20**
Battery Type	**Lithium-ion**	**Lithium-ion**
Battery Capacity (Kwh)	**25.92**	**13**
Nominal Power (Kw)	**12**	**12**
Peak Power (Kw)	**24**	**24**

Our total revenues for sales of the Metro® was $4.8 million and $3.2 million for the years ended December 31, 2020 and 2019, respectively, and $2.0 million for the six months ended June 30, 2021, which accounted for 87.9% and 88.5% of total revenues for the years ended December 31, 2020 and 2019, respectively, and 81.7% of total revenues for the six months ended June 30, 2021. Our total revenue for sales of the Metro® was $5.2 million for the 11 months ended November 30, 2021.

Logistar™ 400

The Logistar™ 400 is a medium-duty electric commercial truck designed to meet the delivery requirements of tier 1 logistics companies as well as upfitters. The Logistar™ 400 is a U.S. Class 4 (over 14,000 lbs.) truck under U.S. truck classification. It can be configured as a delivery van or a shuttle bus or equipped with a cargo box or a truck bed. In addition, the Logistar™ 400 can be upfitted for different applications of city service, such as a vending truck, fire truck, garbage truck and repair truck. We expect that the most common use of the Logistar™ 400 will be for intra-city delivery.

LOGISTAR™ 400 SPECIFICATIONS*

Dimensions (LxWxH)	**5998x2060x2730mm**	**236x81x107.5in**
Cargo Box Size (LxWxH)	**3750x2060x1900**	**147.6x81x74.8in**
Cargo Capacity	**18M^3**	**636FT^3**
Max Speed	**90km/h**	**56mile/h**
Wheelbase	**3600mm**	**141.7in**
Payload	**2470kg**	**5446lb**
Gradeability	**25%**	
Max Range NEDC	**300km**	**186mile**
Gross Vehicle Weight Rate	**6500kg**	**14,333lb**
Nominal Power	**60kw**	
Peak Power	**100kw**	
Battery Type	**LiFePO4**	
Battery Capacity	**127kwh**	

* Exact specifications are subject to change and may differ from those disclosed above.

The Logistar™ 400 has a cargo volume of 18 cubic meters or 630 cubic feet (over three times the cargo volume of the Metro®) and a payload capacity of 2.745 tons (over seven times the payload capacity of the Metro®). We completed the homologation process for the Logistar™ 400 in the United States in the third quarter of 2021. The Logistar™ 400 became commercially available in North America in December 2021.

Neibor® 200

We have developed the Neibor® 200, a small truck that is designed to meet the European Union and the UK's L7e (Heavy Quadricycle) qualification. The Neibor® 200 is designed for short distance delivery in narrow city streets and is expected to be used mainly for city delivery and last-mile delivery, and to a lesser extent by tradespeople. Unlike sales of the new model of the Metro® into the EU and UK markets (under Small Series Type Approval under the N1 designation, as discussed above), we do not expect the Neibor® 200 to be subject to any annual sales limitations in the European Union or in the UK. We completed the product prototype of the Neibor® 200 in March 2021. We homologated the Neibor® 200 in the European Union and it became commercially available in the EU market in December 2021. We plan to assemble the Neibor® 200 in our Chinese facilities and in Dusseldorf, Germany (once our facility is operational) for sale in the European Union, respectively.

NEIBOR® 200 SPECIFICATIONS*

Dimensions (LxWxH)	**3400x1480x1490mm**	**133x58x59in**
Cargo Box Size (LxWxH)	**1450x1480x1300**	**57x58x51in**
Cargo Capacity	**2.8M^3**	**100FT^3**
Max Speed	**80km/h**	**50mile/h**
Wheelbase	**2240mm**	**88in**
Payload	**450kg**	**992lb**
Gradeability	**25%**	
Max Range NEDC	**120km**	**75mile**
Gross Vehicle Weight Rate	**1,110kg**	**2,448lb**
Nominal Power	**12kw**	
Peak Power		**20kw**
Battery Type	**LiFePO4**	
Battery Capacity	**10kwh**	

* Exact specifications are subject to change and may differ from those disclosed above.

Logistar™ 200

To complement the Neibor® 200 in the European Union, we have also designed a larger ECV model, the Logistar™ 200. The Logistar™ 200 is designed to qualify as an N1 category truck in the European Union and will be available in two models, each specialized for last-mile delivery, city delivery and city services. We have homologated the Logistar™ 200 in the European Union and it became commercially available in the EU market in December 2021.

LOGISTAR™ 200 SPECIFICATIONS*

Dimensions (LxWxH)	**4770x1677x2416mm**	**133x58x59in**
Cargo Capacity (cargo box)	**7.8M^3**	**100FT^3**
Max Speed	**80km/h**	**50mile/h**
Wheelbase	**3050mm**	**88in**
Payload	**1000kg**	**992lb**
Max Range NEDC	**255km**	**75mile**
Gross Vehicle Weight Rate	**2,600kg**	**2,448lb**
Peak Power	**50kw**	
Battery Type	**LiFePO4**	
Battery Capacity	**39.9kwh**	

* Exact specifications are subject to change and may differ from those disclosed above.

Terramak™

We designed the Terramak™ as an electric off-road commercial utility vehicle. The Terramak™ has a payload capacity up to 2,756lb (or 1,200kg), which we believe to be greater than the majority of currently available, off-road utility vehicles. The maximum speed of the Terramak™ is 65 km/h, which we believe is sufficient for off-road applications. We expect the Terramak™ to be used on farms, vineyards, golf courses, college campuses, parks, warehouses, industrial parks, and for other off-road applications. Because the Terramak™ is an off-road ECV, it is not subject to regulations by the Department of Transportation or NHTSA (National Highway Traffic Safety Administration). The Terramak™ became commercially available in the United States and the European Union in December 2021.

TERRAMAK™ SPECIFICATIONS*

Dimensions (LxWxH)	**3800x1575x1890mm**	**150x62x74in**
Truck Bed Size (LxWxH)	**2000x1575x520**	**78.7x62x20.5in**
Cargo Capacity	**1.64M^3**	**57.85FT^3**
Max Speed	**65km/h**	**40mile/h**
Wheelbase	**2500mm**	**98.4in**
Payload	**800/1200kg**	**1764/2756lb**
Gradeability	**26%**	
Max Range NEDC	**80km**	**50mile**
Gross Vehicle Weight Rate	**4180/4580kg**	**9,217/10,099lb**
Nominal Power	**10kw**	
Peak Power	**15kw**	
Battery Type	**LiFePO4**	
Battery Capacity	**10/15kwh**	

* Exact specifications are subject to change and may differ from those disclosed above.

Each of the Logistar™ 400, Neibor® 200 and Logistar™ 200 can be driven on all public roads, other than freeways in the case of the Neibor® 200.

Our Future Programmable Chassis

ePortee™ or Cenntro iChassis

We have developed the Cenntro iChassis, an open-platform and programmable chassis product. The Cenntro iChassis is designed to act as a basic and core execution unit of an automated or autonomous driving vehicle. It includes application programming and communication interfaces that enable third-party autonomous driving vehicle developers to use this programmable chassis to develop various autonomous driving applications and fittings. We have designed the Cenntro iChassis to be able to execute commands received from an open-platform system, taking such actions as turning direction, accelerating, braking, reversing and activating lights. When combined with detection capabilities, a proprietary (or open source) driving system and configuration upfitting, the Cenntro iChassis can be integrated into a completed vehicle for various automated and autonomous driving applications, such as autonomous delivery, vending, cleaning, patrolling and other automated applications.

We anticipate that third-party developers will integrate detection devices and develop their own proprietary decision-making software or use open-source software to allow for autonomous driving using the Cenntro iChassis. We expect that the Cenntro iChassis will be commercially available in 2022.

Features of our ECVs

Lightweight Chassis

Our proprietary lightweight chassis designs are the building blocks of our ECVs. While most ECV makers today use existing chassis designs borrowed from their ICE vehicle lines, which are relatively heavier, the lightweight of our chassis promotes energy efficiency and greater range. We utilize structurally sound, lightweight and stronger steel materials in the manufacturing of our chassis for various models and have designed a structure with the aim to minimize unnecessary weight while not sacrificing structural integrity under driving stresses. These materials allow for lower overall vehicle weight, which reduces required energy consumption per mile and increases battery efficiency.

Customizable

We design our ECVs to be used in a variety of end-market applications, which we believe is a feature generally not offered by other vehicle manufacturers. In addition to being used as delivery vehicles, the Metro® has been, and we expect that our new ECV models (other than the Terramak™) will be, customized as a small firetruck, street sweeper, vending truck, and ad displayer, among other end-market applications. We are able to share these customization options with our channel partners, which can be used to expand their potential customer base and product offerings.

Low Voltage Driving System

We have adopted a low voltage (below 108 volts) power system in our Metro®, Neibor® 200 and the Terramak™ models, which offer a number of important advantages over the high voltage power systems (greater than 324 volts system) usually used in high speed (greater than 85 km/h) passenger cars. We believe low voltage power systems provide the following advantages:

- **Safety**: lower voltage systems are safer to manufacture, repair, and navigate in the event of an on-road emergency;
- **Charging Flexibility**: lower voltage vehicles can be charged anywhere with a wall outlet and do not need a high-voltage charge station. In addition, some of our Metro® units have been deployed for a trial period with a battery swap feature that we have co-developed with one of our channel partners. This feature is designed to reduce the waiting time on recharging and extend operational time of the vehicle, opening up greater market opportunities. We launched the battery swap feature in certain limited markets in the European Union and may deploy this feature more broadly after we have completed market testing;
- **Low Cost**: lower voltage parts are more price competitive than higher voltage parts, with greater availability in the market; and
- **Reliability**: lower voltage systems operate more reliably and safely than higher voltage systems and are easier to maintain.

Technology

Our technology is at the core of what we believe positions us to effectively compete in the ECV market. Since inception in 2013 through June 30, 2021, we have spent over $74.0 million in research and development activities related to our operations, developing various technologies and advancements, including the following:

Vehicle Control Unit

We have developed a proprietary VCU that allows for vehicle status awareness and vehicle operation control capabilities. We have designed our VCU to integrate the various sub-control systems and embedded systems on our ECVs into a single module, which oversees and controls vehicle operations such as monitoring, driving, alarming, communication, display, positioning, and entertaining, among other functions. Our VCU allows end-users to connect their ECV fleet to a vehicle management system in order to monitor fleet operations and driver behavior, enabling them to efficiently manage their delivery performance and logistics. Through the VCU interface, end-users are able to customize vehicle operations, including setting speed and boundary limitations, horn control, light control, and other controls which we believe enhance the safety and functionality of our ECVs. With the permission of the end-users of the vehicles, we received data collected from approximately 950 Metro® units that we put into service through an affiliated company in the Chinese market. This data included vehicle-specific data collected for operational analysis (for example, total cumulative miles traveled or uptime before the failure of a specific component), which we used for instance to determine which of our components fail most often, which of our components fail first and for how long they were operational, in order to make improvements in the quality and durability of such components. We enable end-users to collect, store and analyze data using tools that we have developed but we do not have access to this end-user collected data unless we request and receive access from the end-user. We do not currently and do not intend to collect, use or store any vehicle-specific or driver-specific data in the future in any region.

We have developed and tested an SOC prototype that is designed to integrate all the software controlling functions into a controlling chip to eliminate the printed circuit board (PCB) of the VCU, improve the controlling stability, ease maintenance and lower costs. While our VCUs do not currently include the SOC, we intend to incorporate the SOC as our volume of ECV production and sales grow and production of the SOC becomes commercially viable.

Vehicle Digitization

To achieve intra-vehicle communication, optimal status awareness and digital control, we have developed a system of smart components and a unique vehicle bus, which is a specialized internal communication network that interconnects the vehicle's components and allows two-way communication between each "smart" component and an end-user's vehicle management system. This form of vehicle digitization provides the end-user the ability to monitor the status and direct actions of each smart component. For electronic components, we use digital signal technology to provide for data transmission from the component, however, for non-electronic components, such as a tire or axle, we have developed a patented vibration technology to allow for such communication. We believe our vibration technology is more reliable and cost-effective than the sensor technology often utilized by other vehicle manufacturers to provide for non-electronic component communication.

Programmable Chassis

Using our developments in vehicle digitization and smart components, we have developed the Cenntro iChassis, a programmable chassis with digital control capabilities. The Cenntro iChassis is an open-platform and programmable chassis, designed to act as a basic and core execution unit of an automated or autonomous driving vehicle, able to integrate into a completed vehicle for various automated and autonomous driving applications, such as autonomous delivery, vending, cleaning, patrolling and other automated applications. We have designed the programmable chassis to be able to execute commands received from an open-platform system. Our proprietary chassis design is capable of automated acceleration, braking, steering, signaling and multi-directional driving. We anticipate that third-party developers will integrate detection devices and develop their own proprietary decision-making software or use open-source software to allow for vehicles based on our programmable chassis to be driven autonomously.

Autonomous Driving

During the third quarter of 2018, we successfully tested an autonomous driving delivery truck on the streets of Shengzhou City, China with real traffic during daytime hours. This autonomous driving delivery truck was developed using our proprietary chassis technology, which we integrated with a third-party developer's detection devices and decision-making systems. Although we have not commercially deployed or made available our programmable chassis and autonomous driving delivery truck for marketing or distribution, we have sold our programmable chassis to four developers of autonomous driving vehicles in China and in the United States.

Manufacturing

While we rely on our supply chain to manufacture many of the components of our ECVs, we currently manufacture three of the most important components of our Metro® – the chassis, driving cab and wire harness – at our facility in Changxing, China. The chassis and driving cab are manufactured by us using laser cutting, robotic welding, and third-party coating processes. After production, we install the final electronic components and other component parts to complete the chassis and driving cab. The wire harness, which acts as the nervous system of our ECVs, is manufactured by us with digital signal receivers rather than analog, carrying signals and information to and from component parts, as well as our cloud-based information database. All manufacturing processes of the ECV components and vehicle kits for each of our four new ECV models will be subcontracted to our qualified suppliers and manufacturing partners, respectively, allowing us to further reduce our capital expenditure requirements in order to execute on our light-asset distributed manufacturing business model and methodology.

Distributed Manufacturing Methodology

Through our innovative distributed manufacturing methodology, we currently manufacture and integrate our ECVs as vehicle kits, which then can be exported for assembly in our target markets or assembled in our assembly facilities and exported as fully assembled vehicles. Our ECVs are designed using a "modular" method, allowing for simple assembly processes and eliminating the need for acquiring and maintaining heavy and expensive assembly equipment at the assembly stage. Prior to 2021, the majority of our ECVs were either fully assembled for export in our Changxing facility or shipped as vehicle kits for local assembly by our "private label" channel partners for sale in local markets. In 2021, we opened a local assembly facility in Freehold, New Jersey to assemble our Logistar™ 400 and Terramak™ vehicles for trial production. Our Freehold facility will be used only for trial assembly. During 2022, we expect to assemble less than 200 vehicles at this facility. To meet our anticipated demand in the United States, we are in the process of finalizing a lease agreement for a 100,000 square foot assembly facility in Jacksonville, Florida. We expect to begin assembling vehicles at this anticipated Jacksonville facility in early 2022. We expect the Jacksonville facility to have an annual assembly capacity of at least 10,000 vehicles per year. Additionally, we are in the process of establishing a local assembly facility in Dusseldorf, Germany, where we intend to assemble the Metro®, the Neibor® 200 and the Logistar™ 200 for distribution to our channel partners for sales within the European Union. Prior to the regionalization of our supply chains, we plan to utilize our anticipated Jacksonville, Florida and Dusseldorf, Germany facilities to assemble vehicle kits that we manufacture in our facilities in Changxing or that our manufacturing partners will manufacture at their facilities. We plan to open our Dusseldorf, Germany facility by the middle of 2022. We expect the Dusseldorf facility to have an annual assembly capacity of at least 10,000 vehicles per year. We are currently in discussions with a potential third-party assembler in Germany to help us meet production demands related to our ECVs for the European market before our Dusseldorf facility becomes fully operational. In the long term, once we have successfully regionalized our supply chains for our various components, we intend to shift manufacturing and assembly of our ECVs for marketing in the United States and the European Union to local facilities in the United States and Germany, respectively.

Our Integrated Supply Chain

We have invested significant time and resources in developing a supply chain capable of providing all of the components and materials necessary to manufacture our ECVs. Our integrated supply chain is comprised of over 200 suppliers predominantly located in China. Our vehicle designs share many of the same component parts, including the battery module, battery control, motor control and vehicle control, allowing us to achieve significant cost efficiencies in our supply chain. Generally, our suppliers undergo rigorous testing before we onboard them as a supplier, including quality and process auditing, product verification, regulatory compliance and reliability testing. Our suppliers must demonstrate that they can consistently deliver their specialized parts on time, while meeting our quality and product specifications. Many of our components are based on Cenntro-developed designs, and our suppliers are contractually restricted from selling our customized components to any third parties.

Currently, materials and components for our ECVs are shipped to our Changxing facilities where we manufacture key components of our Metro® and integrate vehicle kits for assembly and shipment. Since substantially all of our manufacturing to date has been conducted through our facilities in China, sourcing our components in China has been more cost-effective than sourcing components outside of China, and we believe it has reduced risks arising from shipping delays and importing inefficiencies.

In the long-term, through our deep supply chain development know-how, we plan to geographically expand our supply chain to support our planned growth. More specifically, we intend to establish supply chain relationships in North America and the European Union to support our manufacturing and assembly needs in these markets, thereby reducing the time in transit and potentially the duties associated with importing our components and spare parts from China. We believe we can reduce the overall cost of ECV assembly by shifting to a "merge in transit" model, whereby component shipments from suppliers, including local market suppliers, are consolidated at our local assembly facilities for final ECV assembly.

Historically, we have generally obtained components from multiple sources whenever possible, similar to other automobile manufacturers. However, certain components used in our ECVs are purchased from a single-source, which we refer to as our single-source suppliers. For example, while several sources for the airbag module in the Metro® are available, we currently have only one supplier for this component. To date, we have not qualified alternative sources for most of the single-sourced components used in our vehicles and we generally do not maintain long-term agreements with our single-source suppliers. We do not anticipate that finding qualified alternative sources for any particular component, including single-source supplier components, will be a material concern. For our new ECV models, we anticipate that in the short term, we will source substantially all components from single-source suppliers due to volume limitations and efficiency concerns.

We use various raw materials in our business including aluminum, steel, carbon fiber, non-ferrous metals such as copper, lithium, nickel and cobalt, as well as key component inputs such as semiconductors. The prices for these raw materials and key components fluctuate depending on market conditions and global demand. We believe that we have adequate supplies or sources of availability of the raw materials necessary to meet our manufacturing and supply requirements. There are always risks and uncertainties, however, with respect to the supply of raw materials that could impact their availability in sufficient quantities or reasonable prices to meet our needs. During 2021, the automotive industry has experienced a shortage of semiconductors due to a spike in demand and a series of supply chain issues.

We have implemented enterprise resource planning and management software (the “ERP system”) to automate our procurement and inventory processes and integrate them with our financial accounting functions. We plan to make additional investments in our management systems to support further growth in our operations. Our current ERP system has multilingual capability and is utilized across the Company by each of our subsidiaries, branches and facilities globally.

Battery Systems

Our ECVs utilize a lithium-ion battery. Currently, all of our lithium-ion batteries for the Metro® are supplied by Zhejiang Gushen Technology Co. Ltd. (Gushen or Godsend), a Chinese battery manufacturer. We expect Godsend to continue to supply substantially all of the batteries for our Metro®; however, we intend to source our batteries from other suppliers, including suppliers in the United States and the European Union once available, for the Logistar™ 400, Neibor® 200, Logistar™ 200 and Terramak™. Typically, the battery supplier provides us with a five-year/200,000 kilometers warranty on the batteries we purchase. Our lithium-ion batteries have two ways to charge – slow charging from a regular power outlet, which is only available in ECVs utilizing a low voltage power system (i.e. the Metro®, Neibor® 200 and Terramak™) and fast charging from an ECV charging station. In addition, some of our Metro® units have been deployed for a trial period in Czech Republic with a battery swap feature that we have co-developed with one of our channel partners. This feature is designed to reduce the waiting time on recharging and extend operation time of the Metro®, opening up greater market opportunities. We may deploy this feature more broadly after we have completed testing.

ECVs that run on lithium-ion battery electric power can experience battery capacity and performance loss over time, depending on the use and age of the battery. We anticipate the battery capacity in our ECVs will decline over time as the battery deteriorates. Other factors such as usage, time and stress patterns may also impact the battery’s ability to hold a charge, which would decrease our ECVs range. For example, depending on the battery chemistry of the specific cells inside a vehicle battery pack, after approximately 1,000 to 1,500 charge and discharge cycles, energy capacity retention is about 80%. In moderate weather conditions, a fully charged battery sitting idle can lose about 2% to 5% of its charge over a 30-day period.

Logistics

Currently, all of the components we purchase from our supply chain for the Metro® are shipped to our facilities in Changxing, China, where they are stored in our logistics warehouse. We inspect and verify all shipments, and any unacceptable components are shipped back to the relevant supply chain provider. Once a Metro® vehicle kit is completed, we individually pack the chassis and cab into separate steel shipping frame containers for protection, the vehicle accessories are packed into a carton box and the tires onto standard shipping pellets. Once the completed vehicle kit is ready for shipping, we typically load them into 40-foot transport containers to be shipped via ocean freight to their intended destinations. Each 40-foot container can hold up to, in the case of the Metro®, four completed vehicle kits, resulting in lower transportation costs, and in some cases, lower import tariffs than fully assembled vehicles. The ocean freight shipping process takes approximately 10 to 35 days depending on the destination, with up to an additional week for unloading and inland shipping for the vehicle kit to reach its final destination. In 2021, we recently opened a local assembly facility in Freehold, New Jersey for the trial production of our Logistar™ 400, and Terramak™ vehicles. We are in the process of establishing a local assembly facility in Dusseldorf, Germany, where we intend to assemble the Metro®, the Logistar™ 200 and the Neibor® 200 for distribution to our channel partners for sales within the European Union. We are also finalizing a lease agreement for our anticipated local assembly facility in Jacksonville, Florida, where we plan to assemble the Logistar™ 400 and the Terramak™ for distribution to our channel partners for sales in the North American market. We also have established warehousing services with a logistics company in Budapest, Hungary to house spare parts for our Metro® models. We believe the regionalization of our manufacturing and assembly processes will significantly reduce shipping costs and import/export duties for our ECVs.

Our Channel Partners and Channel Partner Network

Our channel partner network is a pillar of our business model and further differentiates us from our traditional vertically integrated competitors. We promote and sell our ECVs in North America, the Europe Union and Asia through our channel partner network. Since our business model is “Business-to-Business,” we generally do not directly interact with the customers of our channel partners, who we refer to as the “end-users” of our ECVs, and substantially all marketing and sales of our ECVs are handled through our channel partners. We focus our efforts on locating potential business partners who may be interested in joining our channel partner network and act as regional partners in the promotion, sale, distribution and servicing of our ECVs in their local markets. In the future, we may transact directly with delivery service companies to provide our ECVs for their delivery fleets.

Our channel partner network includes relationships with three channel partners that sell proprietary versions of our Metro® model under their own brand name. These “private label” channel partners include Ayro, Inc. (“Ayro”), Tropos Technologies, Inc. (“TMI”) and Tropos Motors Europe GmbH (“TME” and, together with TMI, “Tropos”).

Pursuant to a manufacturing license agreement, Ayro markets a model ECV called the “411” that we manufacture in China and ship to Ayro in vehicle kits. We own the design of the Ayro 411, which is substantially based on our Metro® model, and license to Ayro the right to market and distribute the licensed product. Ayro assembles the “411” units at their own facilities, then markets and services such vehicles similar to our other channel partners. Ayro currently has exclusive distribution and service rights to the 411 in a number of jurisdictions in the United States. Through our partnership, we also invested in Ayro and, as of June 30, 2021, own approximately 2.03% of the common stock of Ayro.

Pursuant to our agreements with TMI and TME, we produce and ship vehicle kits of a line of proprietary Tropos ECV models based on the Metro® called the ABLE. In designing the ABLE, Tropos included features to distinguish it from the Metro® and Ayro 411.

In our view, we do not compete with our “private label” channel partners for market share between sales of the Metro® (through other channel partners) and sales of their respective proprietary vehicles, the 411 and the ABLE. Rather, we view our “private label” channel partners as our customers and distributors. We believe the sale of ECVs that we design and manufacture by our “private label” channel partners enhances the overall market acceptance of ECVs in general and provides us with an additional path to sell our ECVs into a given market. Our “private label” channel partners do not manufacture and distribute the Metro®. However, Ayro currently has exclusive rights to market its 411 model in North America and TME currently has exclusive rights to market the ABLE in Germany, Austria, Belgium, Luxemburg, Switzerland and Liechtenstein.

While we develop, design and manufacture ECVs, our channel partners are responsible for marketing, sales, financing, distribution, after-market support and vehicle servicing. Currently, our "private label" channel partners are also responsible for assembly of our vehicle kits into fully assembled ECVs, but substantially all of our channel partners receive fully assembled ECVs from our manufacturing facilities. Due to these assembly responsibilities, the "private label" channel partners are typically the manufacturer of record of our ECVs. By 2022, we expect that all of our ECVs in the North American and European Union markets will be assembled by our own local assembly facilities with the exception of the vehicles assembled by our "private label" channel partners, while our channel partners will focus on market promotion, product distribution and vehicle service. Our channel partners, in certain target markets, also are responsible for vehicle homologation.

The length of time to onboard a channel partner is dependent on their role. Onboarding for "private label" channel partners that assemble and upfit their own branded versions of our ECVs can take up to two years from the time that we contract with them until the time they are selling ECVs as these channel partners need to establish and become familiar with our assembly technology and processes. In contrast, onboarding for a channel partner that does not intend to assemble our vehicles on site may take up to one year or as little as six months from contract to sale, depending on their familiarity with electric commercial vehicles and the types of services they will provide. We believe that establishing our own local assembly facilities has the benefit of facilitating the growth of our channel partner network by reducing onboarding time.

We provide a warranty program to our channel partners intended to cover defects in certain parts of our ECVs such as the chassis, brake system, electric systems, battery and power train. Our warranty obligations generally extend for a period of one to two years beginning on the day the ECV is sold to the end-user, unless a longer period is required, for instance pursuant to European regulations. Our "private label" channel partners who currently assemble our ECVs are generally required to indemnify us against claims for any liability that arises due to workmanship by the "private label" channel partners with respect to the Metro®. We believe our channel partners maintain comprehensive liability insurance for defects related our ECVs.

While we generally own all intellectual property rights including patents, patent applications, design rights, trade secrets and technical data related to the design and manufacturing of our ECVs, certain of our channel partners have been granted licenses to use our intellectual property subject to our approval. We have agreed to indemnify our channel partners from third-party claims relating to infringement concerning our intellectual property.

We believe our channel partner network provides significant advantages to us as we are able to outsource the cost of marketing, distribution and maintenance (and in some markets, homologation) to businesses with local know-how in their respective markets and avoid the cost of developing this local know-how. Our channel partner network provides significant advantages to our channel partners because they avoid the time and capital associated with vehicle design, the development of manufacturing processes and the establishment of a supply chain. In addition, our channel partners have access to customized fittings for our ECVs, allowing them to potentially expand their existing market and increase sales.

As of November 30, 2021, we had established business relationships with 16 channel partners in 13 countries, including three "private label" channel partners in the United States and Germany. We expect to add up to 16 additional channel partners in 2022.

The table below sets forth all 16 of our channel partners, the 13 countries in which they operate and the service they provide throughout our channel partner network, as of November 30, 2021.

Channel Partner	Country	Service Provided
Atlas Precision Products, Inc.	United States	Upfitting & Distribution
Ayro, Inc.	United States	Assembly & Distribution
Battswap CZ, s.r.o.	Czech Republic	Distribution
DAISO COMERCIALIZADORA S.A. DE C.V.	Mexico	Distribution
Group Invicta Motor	Spain	Distribution
HW Electric	Japan	Distribution
JINWOO SMC CO., LTD	Korea	Upfitting & Distribution
Lift Safe Ltd	United Kingdom	Distribution
Magnum	India	Distribution
Paver 铺路者	China	Distribution
Scoobic Group	Spain	Distribution
Sitcar Italia Srl	Italy	Distribution
Tree Movement Malaysia Sdn Bhd	Malaysia	Distribution
Tropos Motor Europe	Germany	Assembly & Distribution
Tropos Technologies, Inc.	United States	Assembly & Distribution
Upsilon Resources Pte Ltd	Singapore	Distribution

For the year ended December 31, 2020, Tropos, Upsilon Resources Pte Ltd and Ayro represented approximately 58%, 13% and 11% of our net revenues, respectively. For the six months ended June 30, 2021, Tropos, Ayro and JINWOO SMC Co., Ltd represented approximately 55%, 21% and 12% of our net revenues, respectively. For the year ended December 31, 2020 and the six months ended June 30, 2021, our channel partners purchased approximately 589 and 273 ECVs from us, respectively. As of November 30, 2021, we had approximately 710 ECVs on backlog, through non-cancelable committed orders with deposits.

Quality Control

Our quality control efforts are divided between product quality, supplier quality, and channel partner quality. Our product quality and supplier quality efforts are focused on designing and manufacturing products and processes with high levels of reliability. Our product quality engineers work with our engineering team and our suppliers to confirm that the product designs meet functional specifications and durability requirements. Our supplier quality engineers work with our suppliers to ensure that their processes and systems are capable of delivering the parts we need at the required quality level, on time, and on budget. Our quality systems engineers create and manage our systems, such as configuration management and corrective action systems, to help ensure product developers, supply chain managers, and production controllers have the requisite product information.

Our channel partner quality control efforts are focused on monitoring the marketing, sales, repair and other processes (including, some limited cases, assembly) to ensure they meet standards. Prior to selling our ECVs, our “private label” channel partners and manufacturing partners undergo performance testing designed to ensure they can assemble our ECVs correctly, timely and otherwise to standards mandated by the respective countries in which the ECVs are sold. We conduct routine monitoring and compliance audit activities to make sure such channel partners (and manufacturing partners) continue to meet our standards once in operation.

Facilities

We currently lease six facilities located in the United States, Germany and China. One of our existing United States facilities located in Freehold, New Jersey, is approximately 9,750 square feet and is used primarily for offices and warehousing. Our second existing facility in Freehold, New Jersey is approximately 2,600 square feet and is used for the trial production of our Logistar™ 400 and the Terramak™. Our two China facilities are located in Hangzhou and Changxing, China. Our Changxing facility is approximately 165,800 square feet, and is primarily used for engineering, production of vehicle kits of the Metro® and assembly of certain ECV models for export and logistics operations. Our Hangzhou facility is approximately 15,456 square feet, and is primary used as a regional headquarters, as well as for research and development, supply-chain management, and sales operations. We are in the process of establishing a local assembly facility in Dusseldorf, Germany, where we intend to assemble the Metro®, the Logistar™ 200 and the Neibor® 200 for distribution to our channel partners for sales within the European Union. We are also finalizing a lease agreement for our anticipated local assembly facility in Jacksonville, Florida, where we plan to assemble the Logistar™ 400 and the Terramak™ for distribution to our channel partners for sales in the North American market. Each of our facility in Dusseldorf and our anticipated facility Jacksonville are expected to produce up to 10,000 ECV units per year.

Intellectual Property

Our success depends, at least in part, on our ability to protect our core technology and intellectual property. To accomplish this, we rely on a combination of patents, patent applications, trade secrets, including know-how, employee and third-party nondisclosure agreements, copyright laws, trademarks, intellectual property licenses and other contractual rights to establish and protect our proprietary rights in our technology. As of June 30, 2021, we had 132 discovery patents, nine design patents and 104 innovation patents granted by the Chinese Patent Office, and 11 innovation patent applications and 56 discovery patent applications pending in the Chinese Patent Office (including seven currently pending PCT patents), covering our technological innovations relating to power systems, vehicle electronics and structure, production processes and other new technologies. Apart from our pending PCT patents (which, if granted, will provide reciprocal protection under the treaty jurisdictions of the Patent Coordination Treaty), substantially all of our patents are granted under PRC law and have not been given reciprocal treatment and protection under the laws of either the United States or the European Union. Our issued patents will begin to expire in April 2024. We intend to continue to file additional patent applications with respect to our innovation and know-how. We also intend to continue to apply for more PCT patents in the ordinary course. We do not know whether any of our pending patent applications will result in the issuance of patents or whether the examination process will require us to narrow our claims. Even if granted, there can be no assurance that such patents will provide us with adequate protection.

Competition

Currently, there are relatively few global competitors in the light- and medium-duty ECV market. However, with the expected growth of last-mile delivery and city delivery services, new regulatory requirements for vehicle emissions, technological advances and shifting consumer demands, we expect increased competition in the ECV market. For example, Workhorse and Daimler have introduced their first light-duty ECV models in the United States, and Rivian, Nikola, Via, Nissan, Ford and GM are expected to launch light-duty ECVs in the United States in the next several years. The European light-duty commercial market is more developed, with light-duty ECV models currently being sold by Fiat Group, Renault, DHL, Piaggio, StreetScooter and other vehicle manufacturers. We believe the primary competitive factors between companies in the light- and medium-duty ECV market include:

- Total cost of ownership (including lower up-front costs);
- Availability of proprietary charging network;
- Product performance and uptime;
- Vehicle quality, reliability and safety;
- Technological innovation; and
- Service options.

Traditional ICE manufacturers and new entrants in the ECV market may have higher brand name recognition, greater capital resources and longer operating histories than we do. Nonetheless, we believe we have the benefit of lower operating costs to our end-users as well as superior core technology, which we believe are advantageous when introducing new technology. We cannot provide assurances that our competitors will not build ECVs that favorably compete with our ECVs, or that end-users will choose our ECVs over those of our competitors.

Governmental Regulations

Vehicle Safety and Testing Regulations and Standards

Our ECVs are subject to, and are designed to comply with, numerous regulatory requirements and industry standards established by the U.S. Department of Transportation (“DOT”), National Highway Traffic Safety Administration (“NHTSA”). These include early warning reporting requirements regarding warranty claims, field reports, death and injury reports; foreign recalls; owner’s manual requirements; and various Federal Motor Vehicle Safety Standards (“FMVSSs”), established by the NHTSA.

Examples of the FMVSSs that apply to our vehicles include:

- **FMVSS No. 210 (Seat Belt Assemblies and Anchorages)** — Performance and equipment requirements to provide effective occupant protection by restraint and reducing the probability of failure.
- **FMVSS No. 302 (Flammability of Interior Materials)** — Burn resistance capabilities of materials used in the occupant compartments of motor vehicles.
- **FMVSS No. 305 (Electrolyte Spillage and Electrical Shock Protection)** — EV safety and battery retention following specified crash tests.

In addition to the FMVSSs, we also design our vehicles to meet the requirements of the DOT's Motor Carrier Safety Administration ("FMCSA"), which has numerous Federal Motor Vehicle Carrier Safety Requirements ("FMCSRs") that apply to our vehicles. These include specifications and requirements applicable to auxiliary lamps, speedometers, and step, handhold, and deck placement.

Our ECVs sold in the European Union require type approval to confirm that they meet a minimum set of regulatory, technical and safety requirements. Our ECVs are subject to the European Community Whole Vehicle Type Approval framework regulations set out in EU Regulation 168/2013, which applies to L7 vehicles, and EU Regulation 2018/858, which applies to certain vehicles of Categories M, N and O, including the N1, which applies to light vehicles.

The current version of the Metro® meets European Union L7e requirements for a quadricycle and we have obtained type approval for this model. The new version of the Metro® (with the addition of more components such as airbags, air conditioning and advanced brake systems) will not meet the weight requirements for L7e classification but it is intended to meet N1 classification requirements. We have obtained Small Series Type Approval for our new model of the Metro®. The Neibor® 200 is designed to meet the requirements for, and was recently successfully homologated under, L7e classification as a quadricycle. The Logistar™ 200 is designed to meet the European Union N1 Class truck requirements and homologation in the European Union was completed in December 2021.

Our ECVs, once approved by the EU Approval Authority, will receive a certificate of conformity, which is used to demonstrate compliance with the applicable type approval requirements during the vehicle registration process. Any vehicle with a certificate of conformity can be sold throughout Europe with no further regulation requirements.

Given the ECV industry is rapidly developing, requirements and regulations are likely to change over time and in various countries to which we import our ECVs for sale or assembly. It may be expensive or time consuming to comply with any changes to these requirements.

The UK has adopted the EU requirements post Brexit, so in addition to European Type Approval we need to obtain a UK National Type Approval for vehicles imported to or assembled in the UK. Applications may be based on an existing valid EU type approval. No additional testing is required and the technical requirements are the same as for the EU market. We intend to obtain the applicable approval for the EU and UK markets as needed.

EPA Emissions and Certificate of Conformity

The U.S. federal Clean Air Act requires that we obtain either a Certificate of Conformity issued by the EPA or a California Executive Order issued by the California Air Resources Board ("CARB") with respect to emissions for our vehicles. The Certificate of Conformity is required for vehicles sold in states covered by the Clean Air Act's standards, and an Executive Order is required for vehicles sold in states that have sought and received a waiver from the EPA to utilize California standards. The California standards for emissions control for certain regulated pollutants for new vehicles and engines sold in California are set by CARB. Manufacturers who sell vehicles in violation of these standards may be subject to penalties of up to $37,500 per violation, as well as product recall and corrective action requirements. We received our California Executive Order of New Zero-Emission Vehicle in the Light-Duty Truck classification from CARB in 2017 for the Metro® 2018 Model. We are in the process of applying for a California Executive Order from CARB for the Logistar™ 400 and a Certificate of Conformity for our Terramak™.

Battery Safety, Testing, Transportation, and Recycling

Our ECVs contain battery packs, the cells of which are composed mainly of lithium-ion. Our ECVs are designed to meet ISO standards for battery systems and electrically propelled road vehicles. The latter standards address aspects of in-vehicle safety, connecting to external power supplies, conductive charging, battery pack enclosure protection from effects due to the ingress of water, and vibration, thermal-cycling, overcharge, and thermal control testing for lithium-ion battery packs and systems.

Our battery pack shipments comply with regulations governing the transport of "hazardous materials" in the United States and "dangerous goods" in the European Union. In the United States, the governing regulations, are promulgated by the Pipeline and Hazardous Materials Safety Administration ("PHMSA") at 49 C.F.R. Parts 171–180 and are based on the UN Recommendations on the Safe Transport of Dangerous Goods Model Regulations, and related UN Manual Tests and Criteria. The latter form the basis for the EU regulations regarding the transportation of lithium-ion batteries. Under both regulatory regimes, packaging requirements vary based on the mode of transportation: e.g., ocean vessel, rail, truck, or airplane.

Our battery packs are designed to meet the compliance requirements of the UN Manual of Tests and Criteria, so that our battery packs and vehicles may be shipped by any method. These tests include:

- **Altitude simulation** — Simulating air transport;
- **Thermal cycling** — Assessing cell and battery seal integrity;
- **Vibration** — Simulating vibration during transport;
- **Shock** — Simulating possible impacts during transport;
- **External short circuit** — Simulating an external short circuit; and
- **Overcharge** — Evaluating the ability of a rechargeable battery to withstand overcharging.

The lithium-ion battery packs include packaging containing trace amounts of various hazardous chemicals whose use, storage and disposal is regulated under federal law. Moreover, lithium-ion batteries themselves may present risks to human health and the environment – including fire hazards – if improperly disposed. Our potential liability for such risks is not eliminated by virtue of our innovative distributed manufacturing methodology. Therefore, consistent with the approach of certain traditional, vertically integrated ECV manufacturers, we intend to perform product stewardship in the form of a "take-back" program to return potentially harmful materials into the circular economy. Specifically, we intend to enter into a service agreement with a third-party vendor with advanced direct cycling technology to recycle our lithium-ion batteries.

The EU has specific regulations on batteries and the disposal of batteries to minimize the negative environmental effects of batteries and hazardous waste.

The EU Battery Directive (2006/66/EC) (the "EU Battery Directive") is intended to reduce mercury, cadmium, lead and other metals in the environment by minimizing the use of these substances in new batteries and treating and re-using old batteries. The directive applies to all types of batteries except those used to protect European Member States' security, for military purposes, or sent into space. To achieve these objectives, the EU Battery Directive prohibits the marketing of some batteries containing hazardous substances. Among other things, it establishes quantified collection and recycling targets and product labeling requirements. We currently ship our ECVs pursuant to the requirements of the directive. Our current estimated costs to comply with this directive is not significant. However, we continue to evaluate the impact of this directive as European Union member states implement guidance, and actual costs could differ from our current estimates.

In December 2020, the European Commission adopted a proposal for a new regulation on batteries and waste batteries. Although in its early stages, the proposal is designed to modernize the EU's regulatory framework for batteries to secure the sustainability and competitiveness of battery value chains. It would introduce mandatory requirements on sustainability (such as carbon footprint rules, minimum recycled content, performance and durability criteria), safety and labelling for the marketing and putting into service of batteries, and requirements for end-of-life management. The proposal also includes due diligence obligations for economic operators regarding the sourcing of raw materials.

The EU Restriction of Hazardous Substances Directive 2002/95/EC (the "RoHS Directive") places restrictions on the use of certain hazardous substances in electrical and electronic equipment. All applicable products sold in the European Union market after July 1, 2006 must comply with EU RoHS Directive. While this directive does not currently affect our ECVs in any meaningful way, should any changes occur in the directive that would affect our ECVs, we will need to comply with any new regulations that are imposed.

China has implemented several regulations, policies and measures to regulate the batteries used in ECVs, which cover the security standards, recycling activities and other specifications. For example, the Interim Measures for the Management of the Recycling of Power Battery in New Energy Vehicles ("PRC Battery Measures") regulate the recycling and disposal of end-of-life batteries for new energy vehicles. The PRC Battery Measures provide that manufacturers of new energy vehicles must take primary responsibilities of the recycling of batteries and are required, for instance, to transfer batteries that have been damaged during manufacturing to vendors that provide recycling services, and to maintain records of the vehicles they have manufactured, the identification codes of the batteries incorporated into the vehicles, and the owners of the vehicles. The batteries used in our ECVs are also subject to a number of national standards in China, including functional safety requirements and testing methods for the battery management system of electric vehicles.

Our noncompliance with any of these regulations may materially and adversely affect our operations or financial condition.

Greenhouse Gas ("GHG") Credits and Nitrogen Oxide Emission Standards

In connection with the delivery and placement into service of our zero-emission vehicles, we or our channel partners in the United States have the ability to earn tradable credits that can be sold under current laws and regulations. Under regulations implemented by the EPA, each ECV may earn a credit multiplier of 4.5 for use in the calculation of emission credits. Notably, the regulations do not limit the number of battery-electric credits sold within the same commercial vehicle categories. These credits may be sold to other manufacturers who do not comply with emissions reduction standards. For example, EPA regulations require vehicle manufacturers to meet the nitrogen oxide emission standard for each type of vehicle produced. These emission standards are set to lower over time, increasing the difficulty for conventional diesel vehicles to meet the standard. It is expected that manufacturers of diesel trucks will need to purchase GHG credits to cover their emission deficit. We do not currently have any agreements with third parties to trade GHG credits but plan to enter into such agreements as our production and sales in the United States grow.

Various states have their own systems for accumulating and trading GHG credits, which generally resemble EPA's. For example, California's Low-Emission Vehicle Regulations, and similar laws in other states, require vehicle manufacturers to ensure that a portion of the vehicles delivered for sale in that state during each model year are zero emission vehicles. These laws provide that a manufacturer of zero emission vehicles may earn credits and that they may sell excess credits to other manufacturers who are not in compliance with emissions-related regulatory requirements. Currently, eleven states, besides California, have established such programs: Colorado, Connecticut, Maine, Maryland, Massachusetts, New Jersey, New York, Oregon, Rhode Island, Vermont, and Washington. As a manufacturer of zero emission vehicles, we plan to pursue paths to potentially earn tradable credits on each vehicle sold in California and these other states, to the extent permitted by applicable laws.

Other State and Local Environmental Incentive Programs in the United States

Low Carbon Fuel Standard — The Low Carbon Fuel Standard ("LCFS") was initially developed in California and is quickly gaining traction in other jurisdictions around the world. The goal is to reduce the well-to-wheel carbon intensity of fuels by providing both mandated reduction targets as well as tradeable/sellable credits. The main benefit to ECV manufacturers is an indirect incentive, in the form of credits offered to suppliers of the electricity used to charge ECVs. A portion of the LCFS credits that electric utilities generate is then contributed to the Clean Fuel Reward Program and is used to offer rebates to purchasers of ECVs.

Grant Programs — Government entities at all levels from federal, including DOE, state (for example, CARB), and local (for example, North Texas Council of Governments) have grant programs designed to increase and accelerate the development and deployment of zero-emission vehicles and infrastructure technologies.

Environmental Regulations

Operations and facilities involved in the manufacture of our ECVs are subject to extensive environmental, safety, and health ("EHS") regulations. Moreover, the general trend over the past few decades has been for EHS requirements to become more stringent over time. The laws and regulations to which our operations and facilities are subject govern, among others, the storage, handling, treatment, transportation, and disposal of hazardous materials and hazardous wastes; wastewater and air emissions; resource conservation and recovery; the protection of natural resources and endangered species; and the remediation of environmental contamination. In connection with the establishment of our anticipated Jacksonville, Florida facility, we believe we may need to acquire a warehouse zoning permit in order to store batteries or contract with a third party for such warehousing services. Compliance with environmental laws and regulations, including permitting requirements, is an important aspect of our ability – as well as that of our channel partners – to continue our operations both in the United States and in other markets. Violations of EHS laws and regulations or permits may result in substantial governmental enforcement, civil penalties, criminal fines, and orders to cease operations or to conduct or pay for corrective action. In some instances, violations may also result in the suspension or revocation of permits and licenses. Under the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), the primary federal remedial statute, any party that contributes to an unauthorized release of hazardous substances at a contaminated site may be jointly and severally liable for the full range of remedial and governmental oversight costs associated with the cleanup. In addition to statutory liability, noncompliance with EHS laws and releases of hazardous substances, materials, or wastes may give rise to toxic tort claims, which in theory could result in material liabilities. As we expand our local assembly capabilities in our target markets, we expect our environmental liability exposure to increase. This may require us to spend additional capital resources on environmental compliance matters.

Pursuant to the Environmental Protection Law of the PRC, which was adopted on December 26, 1989, and amended on April 24, 2014, effective on January 1, 2015, any entity which discharges pollutants must adopt measures to prevent and treat waste gas, waste water, waste residue, medical waste, dust, malodorous gas, radioactive substances generated in manufacturing, construction or any other activities as well as environmental pollution and hazards such as noise, vibration, ray radiation, electromagnetic radiation etc. Environmental protection authorities impose various administrative penalties on entities in violation of the Environmental Protection Law, including warnings, fines, orders to rectify within a prescribed period, cease construction, restrict or suspend production, make recovery, disclose relevant information or make an announcement, or seize and confiscate facilities and equipment which cause pollutant emissions, the imposition of administrative action against relevant responsible persons, and orders to shut down enterprises. In addition, pursuant to the Civil Code of the PRC, which was adopted on May 28, 2020, and effective on January 1, 2021, in the event of damage caused to others as a result of environmental pollution and ecological destruction, the actor will bear tortious liability. In the event a party, in violation of laws and regulations, intentionally pollutes the environment or damages the ecology, thereby causing serious consequences, the infringed party is entitled to claim appropriate punitive damages. Any violations of the Environmental Protection Law or the Civil Code could expose us to liabilities including fines and damages that could impact our business, prospects, financial condition and operating results.

The EU end-of-life vehicle ("ELV") regulations ensure manufacturers design, produce, and manage their vehicles to reduce waste and maximize material recovery at the point a vehicle is dismantled. For applicable vehicles, we believe we comply with applicable ELV regulations and rely on third party recyclers to recycle ELVs manufactured by us.

Data Security Regulation

International jurisdictions have their own data security and privacy legal framework with which companies or their customers must comply. The collection, use, storage, transfer, and other processing of personal data regarding individuals in the European Economic Area is governed by the GDPR, which came into effect in May 2018. It contains numerous requirements and changes from previously existing EU law, including more robust obligations on data processors and heavier documentation requirements for data protection compliance programs by companies. Among other things, the GDPR regulates transfers of personal data subject to the GDPR to counties outside of the European Union that have not been found to provide adequate protection to such personal data, including the United States. The European Data Protection Board has issued draft guidance requiring additional measures be implemented to protect EU personal data from foreign law enforcement, including in the U.S. These additional measures may require us to expend additional resources to comply.

The GDPR also introduced numerous privacy-related changes for companies operating in the EU, including greater control for data subjects, increased data portability for EU consumers, data breach notification requirements and increased fines. Fines of up to 20 million Euros or up to 4% of the annual global revenue of the noncompliant company, whichever is greater, could be imposed for violations of certain GDPR requirements. Such penalties are in addition to any civil litigation claims by customers and data subjects. The GDPR requirements apply not only to third-party transactions but also to transfers of information between us and our subsidiaries, including employee information.

The European Commission has another draft regulation in the approval process that focuses on a person's right to conduct a private life, in contrast to the GDPR, which focuses on protection of personal data. The proposed legislation, known as the Regulation on Privacy and Electronic Communications, or ePrivacy Regulation, would replace the current ePrivacy Directive. While the new legislation contains protections for those using communications services (for example, protections against online tracking technologies), the timing of its proposed enactment following the GDPR means that additional time and effort may need to be spent addressing differences between the ePrivacy Regulation and the GDPR. New rules related to the ePrivacy Regulation are likely to include enhanced consent requirements to use communications content and communications metadata.

China has laws relating to the supervision of data and information protection. The Cybersecurity Law regulates the activities of "network operators," which include companies that manage any network under PRC jurisdiction. The Cyber Security Law requires that network operators, including internet information services providers, take technical measures and other necessary measures in accordance with applicable laws and regulations and the compulsory requirements of the national and industrial standards to safeguard the safe and stable operation of its networks. As such, certain of our PRC subsidiaries may be regarded as network operators under the Cybersecurity Law, since our ECVs are fitted with networking devices. The Cybersecurity Law requires that the collection of personal data is subject to consent by the person whose data is being collected. Any violation of the Cyber Security Law may subject an internet information services provider to warnings, fines, confiscation of illegal gains, revocation of licenses, cancellation of filings, shutdown of websites, or criminal liabilities.

On June 10, 2021, China enacted the DSL, which will be effective as of September 1, 2021. The DSL introduces several changes and new features to data security regulation and a comprehensive data security regime, which authorizes national departments to conduct stricter supervision of data in China. For example, the PRC government will establish a catalogue of crucial data categories and promulgate stricter regulations over the protection of such crucial data listed in the catalogue. The DSL also will introduce the concept of "National Core Data," which refers to data related to, among other topics, national security, the PRC economy, and significant public interests, and provides that stricter regulations may be imposed on such National Core Data. The cross-border transfer of domestic data as required by non-PRC judicial or enforcement authorities is also subject to the approval of competent Chinese authorities.

Compliance with the GDPR, the new ePrivacy Regulation, as well as the Cybersecurity Law and DSL in China, may involve substantial operational costs or require us to change business practices. We currently do not have a substantial presence in the European Union (other than through our channel partner network) and our business model relies on channel partners rather than direct-to-consumer sales operations. As a result, it is unlikely that we will need to incur any material costs in the near term to comply with such privacy laws and regulations. However, given our plans to open an assembly facility in Dusseldorf, Germany, and thus establish a presence in the European Union, we will likely be required to comply with certain provisions of the GDPR and the new ePrivacy Regulation (once effective). If we are required to comply with the GDPR and ePrivacy Regulation due to our Dusseldorf facility, we will need to undertake an update of certain of our business practices, which could include (i) updating internal records, policies and procedures; (ii) updating publicly facing privacy notices and consent mechanisms, where required; (iii) implementing employee privacy training; (iv) appointing an individual responsible for privacy compliance; (v) implementing an inter-group data transfer agreement; (vi) reviewing/updating contracts with vendors that process data on our behalf, and (vii) implementing an audit framework. Furthermore, if we begin selling our ECVs directly to end-users in either of these markets, we would likely be required to comply with additional regulatory requirements. However, we currently have no plan to sell ECVs directly to end-users in any market and will continue to rely on and expand our channel partner network. To the extent we become subject to any such regulations, our noncompliance could result in proceedings by governmental entities, customers, data subjects or others and may result in fines, penalties, and civil litigation claims.

We have developed data retrieving and interfacing capabilities, which enable our end-users to collect, use and store user-specific data as they desire. End-users can utilize this data to, for instance, monitor vehicle and driver’s behavior to manage fleet activities. Leasing or insurance company could also potentially use this data, with permission from end-users.

With the permission of the end-users of the vehicles, we received data collected from approximately 950 Metro® units that we put into service through an affiliated company in the Chinese market. This data included vehicle-specific data collected for operational analysis, which we used to make improvements in the quality and durability of such components. We enable end-users to collect, store and analyze data using tools that we have developed but we do not have access to this end-user collected data unless we request and receive access from the end-user. We do not currently and do not intend to collect, use or store any vehicle-specific or driver-specific data in the future in any region.

PRC Intellectual Property Law

Pursuant to the Patent Law of the PRC and the Implementation Regulations for the Patent Law of the PRC, each as amended, the patent system of the PRC adopts the principle of “first to file”, where two or more applicants have made their respective application for patent for the same invention-creation, the patent rights will be granted to the applicant who has filed first. Inventions and utility models for which patent rights are granted are required to possess novelty, creativity and practicality. The duration of patent rights for an invention is 20 years, the duration of patent rights for a utility model is 10 years and the duration of patent rights for a design is 15 years, commencing from the filing date. Implementation of a patent without licensing of the patentee constitutes an infringement of patent rights. Our issued patents will begin to expire in April 2024.

The PRC Copyright Law, which became effective on June 1, 1991 and was amended in 2001 and in 2010, provides that Chinese citizens, legal persons, or other organizations own copyright in their copyrightable works, whether published or not, which include, among others, works of literature, art, natural science, social science, engineering technology, and computer software. Copyright owners enjoy certain legal rights, including right of publication, right of authorship, and right of reproduction. The Copyright Law as revised in 2010 extends copyright protection to Internet activities, products disseminated over the Internet, and software products. In addition, the Copyright Law provides for a voluntary registration system administered by the China Copyright Protection Center. Pursuant to the Copyright Law, an infringer of copyrights is subject to various civil liabilities, which include ceasing infringement activities, apologizing to the copyright owners, and compensating the loss of the copyright owners. Infringers of copyright may also be subject to fines and/or administrative or criminal liabilities in severe situations.

Pursuant to the Computer Software Copyright Protection Regulations promulgated by the State Council on December 20, 2001 and amended on January 30, 2013, the software copyright owner may go through the registration formalities with a software registration authority recognized by the State Council’s copyright administrative department. The software copyright owner may authorize others to exercise that copyright and is entitled to receive remuneration.

Pursuant to the Trademark Law of the PRC and the Implementation Regulations for the Trademark Law of the PRC, each as amended, the Trademark Bureau of the Administration for Industry and Commerce Department of the State Council is in charge of trademark registration and administration nationwide. In order for a trademark to be registered it must possess distinctive characteristics to facilitate identification, and cannot conflict with prior legitimate rights obtained by others. A registered trademark is valid for 10 years, commencing from the date of registration. Upon expiry of the validity period of a registered trademark, where the trademark registrant intends to continue using the trademark, the registrant must complete renewal formalities, the validity period of each renewal is 10 years.

PRC Foreign Exchange Laws

The Foreign Exchange Control Regulations of the PRC, as amended, is the main regulation of foreign exchange management in the PRC. Pursuant Foreign Exchange Control Regulations of the PRC, payments of current account items, such as profit distributions, interest payments and trade and service-related foreign exchange transactions, can be made in foreign currencies without prior approval from the State Administration of Foreign Exchange, or SAFE, by complying with certain procedural requirements. By contrast, approval from or registration with appropriate government authorities or their designated banks is required where RMB is to be converted into foreign currency and remitted out of China to pay capital account items, such as direct investments, repayment of foreign currency-denominated loans, repatriation of investments and investments in securities outside of China.

Loans by Foreign Companies to PRC Subsidiaries

A loan made by foreign investors as shareholders in a foreign-invested enterprise, or FIE, is considered foreign debt in China and is regulated by various laws and regulations, including the PRC Regulation on Foreign Exchange Administration, the Interim Provisions on the Management of Foreign Debts, the Statistical Monitoring of Foreign Debt Tentative Provisions, the Detailed Rules for the Implementation of Provisional Regulations on Statistics and Supervision of Foreign Debt, and the Administrative Measures for Registration of Foreign Debt. Under these rules and regulations, a shareholder loan in the form of foreign debt made to a PRC entity does not require the prior approval of the SAFE. However, such foreign debt must be registered with and recorded by the SAFE or its local branches within fifteen business days after the entering of the foreign debt contract. Pursuant to these rules and regulations, the balance of the foreign debts of an FIE cannot exceed the difference between the total investment and the registered capital of the FIE.

On January 12, 2017, the PBOC promulgated the Notice of the People's Bank of China on Matters concerning the Macro-Prudential Management of Full-Covered Cross-Border Financing, or PBOC Notice No. 9. Pursuant to PBOC Notice No. 9, FIEs may adopt the currently valid foreign debt management mechanism, or the mechanism as provided in PBOC Notice No. 9 at their own discretion. PBOC Notice No. 9 provides that enterprises may conduct independent cross-border financing in Renminbi or foreign currencies as required. Pursuant to PBOC Notice No. 9, the outstanding cross-border financing of an enterprise will be calculated using a risk-weighted approach and cannot exceed certain specified upper limits. PBOC Notice No. 9 further provides that the upper limit of risk-weighted outstanding cross-border financing for enterprises is 200% of its net assets, or the Net Asset Limits. Enterprises must file with the SAFE in its capital item information system after entering into the relevant cross-border financing contracts and prior to three business days before drawing any money from the foreign debts.

Based on the foregoing, if we provide funding to our wholly foreign-owned subsidiaries through shareholder loans, the balance of such loans cannot exceed the difference between the total investment and the registered capital of the subsidiaries and we will need to register such loans with the SAFE or its local branches in the event that the currently valid foreign debt management mechanism applies, or the balance of such loans will be subject to the risk-weighted approach and the Net Asset Limits and we will need to file the loans with the SAFE in its information system in the event that the mechanism as provided in PBOC Notice No. 9 applies. Pursuant to PBOC Notice No. 9, the PBOC and the SAFE would determine the cross-border financing administration mechanism for the FIEs after evaluating the overall implementation of PBOC Notice No. 9. As of the date hereof, neither the PBOC nor the SAFE has promulgated and made public any further rules, regulations, notices, or circulars in this regard. It is uncertain which mechanism will be adopted by the PBOC and the SAFE in the future and what statutory limits will be imposed on us when providing loans to our PRC subsidiaries.

Regulation of Dividend Distributions under PRC Law

The principal laws and regulations regulating the distribution of dividends by FIEs in China include the PRC Company Law, as amended in 2004, 2005, 2013, and 2018, and the 2019 PRC Foreign Investment Law and its Implementation Rules. Under the current regulatory regime in China, FIEs in China may pay dividends only out of their retained earnings, if any, determined in accordance with PRC accounting standards and regulations. A PRC company is required to set aside as statutory reserve funds at least 10% of its after-tax profit, until the cumulative amount of such reserve funds reaches 50% of its registered capital unless laws regarding foreign investment provide otherwise. A PRC company cannot distribute any profits until any losses from prior fiscal years have been offset. Profits retained from prior fiscal years may be distributed together with distributable profits from the current fiscal year.

PRC Regulations on Employment and Social Welfare

The PRC Labor Contract Law, which became effective on January 1, 2008 and amended on December 28, 2012, primarily aims at regulating rights and obligations of employer and employee relationships, including the establishment, performance, and termination of labor contracts. Pursuant to the Labor Contract Law, labor contracts must be executed in writing if labor relationships are to be or have been established between employers and employees. Employers are prohibited from forcing employees to work above certain time limits and employers must pay employees for overtime work in accordance with national regulations. In addition, employee wages must not be lower than local standards on minimum wages and must be paid to employees in a timely manner.

As required under the Regulation of Insurance for Labor Injury implemented on January 1, 2004 and amended in 2010, the Provisional Measures for Maternity Insurance of Employees of Corporations implemented on January 1, 1995, the Decisions on the Establishment of a Unified Program for Old-Aged Pension Insurance of the State Council issued on July 16, 1997, the Decisions on the Establishment of the Medical Insurance Program for Urban Workers of the State Council promulgated on December 14, 1998, the Unemployment Insurance Measures promulgated on January 22, 1999, and the PRC Social Insurance Law implemented on July 1, 2011 and amended on December 29, 2018, employers are required to provide their employees in China with welfare benefits covering pension insurance, unemployment insurance, maternity insurance, work-related injury insurance, and medical insurance. These payments are made to local administrative authorities. Any employer that fails to make social insurance contributions may be ordered to rectify the noncompliance and pay the required contributions within a prescribed time limit and be subject to a late fee. If the employer still fails to rectify the failure to make the relevant contributions within the prescribed time, it may be subject to a fine ranging from one to three times the amount overdue. On July 20, 2018, the General Office of the State Council issued the Plan for Reforming the State and Local Tax Collection and Administration Systems, which stipulated that the SAT would become solely responsible for collecting social insurance premiums.

In accordance with the Regulations on the Administration of Housing Funds, which was promulgated by the State Council in 1999 and amended in 2002 and 2019, employers must register at the designated administrative centers and open bank accounts for depositing employees' housing funds. Employers and employees are also required to pay and deposit housing funds, with an amount no less than 5% of the monthly average salary of the employee in the preceding year in full and on time.

Human Capital Resources and Employees

Our human capital resource objectives include attracting, developing, and retaining personnel and enhancing diversity and inclusion in our workforce to foster community, collaboration, and creativity among our employees, and support our ability to grow our business. To facilitate these objectives, we seek to foster a diverse, inclusive, and safe workplace, with opportunities for employees to develop their talents and advance their careers.

We also strive to create a culture that allows our employees to explore their innovativeness and entrepreneurship and an environment where inspired people thrive in a convergence of technology and design. We encourage our employees to think creatively, act collaboratively, and use technology and data to solve problems. Our management team's sense of mission, long-term focus and commitment to our core values are central to our success.

As of November 30, 2021, we had 163 full-time employees, including 13 in management, 18 in research and development, 24 in supply chain operations, eight in marketing, 56 in manufacturing/engineering, 11 in quality assurance, 15 in finance and 18 in corporate affairs. A total of 150 employees are located in our manufacturing and design facilities in China, and 13 employees are based in the United States. None of our employees are currently represented by labor unions or are covered by a collective bargaining agreement with respect to their employment. We enter into standard labor contracts with our Chinese employees. We also enter into standard confidentiality agreements with certain of our employees that contain non-compete restrictions. We believe we maintain a good relationship with our employees and have not experienced any major labor disputes.

Under PRC regulations, we are required to participate in and make contributions to housing funds and various employee social security plans that are organized by applicable local municipal and provincial governments, including pension, maternity, medical, work-related injury and unemployment benefit plans.

Legal Proceedings

Currently, we are not a party to any material legal or administrative proceeding. From time to time, we may be subject to various legal claims and proceedings that arise from the normal course of business activities, including, third party intellectual property infringement claims against us in the form of letters and other forms of communication. Litigation or any other legal or administrative proceeding, regardless of the outcome, could result in substantial cost, diversion of our resources, including management's time and attention, and, depending on the nature of the claims, reputational harm. In addition, if any litigation results in an unfavorable outcome, there exists the possibility of a material adverse impact on our results of operations, prospects, cash flows, financial position and brand.

Other Information of the Company

Office Location

Our principal executive office is located as 501 Okerson Road, Freehold, New Jersey 07782.

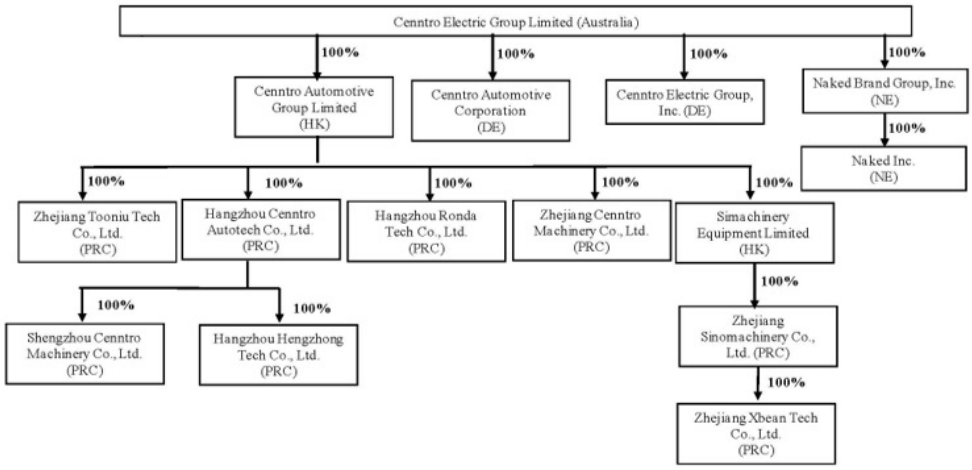
Principal Legal Advisers

Our principal legal adviser in the U.S. is Pillsbury Winthrop Shaw Pittman, located at 31 W 52nd Street, 29th Floor, New York, New York 10019.

Additional Information

The SEC maintains an internet site, *www.sec.gov*, that contains reports, proxy and information statements, and other information regarding issuers, like us, that file electronically with the SEC. We also maintain a website at *www.cenntroauto.com*, which contains information about our company. The information on our website is not deemed part of this report.

Organizational Structure



Special Note Regarding Forward-Looking Statements

The information included in this report and the documents incorporated herein by reference contain forward-looking statements about us and our industry that involve substantial risks and uncertainties. All statements other than statements of historical facts contained herein and therein, including statements regarding our future results of operations or financial condition, business strategy and plans and objectives of management for future operations, are forward-looking statements. In some cases, you can identify forward-looking statements because they contain words such as “anticipate,” “believe,” “contemplate,” “continue,” “could,” “estimate,” “expect,” “intend,” “may,” “plan,” “potential,” “predict,” “project,” “should,” “target,” “will” or “would” or the negative of these words or other similar terms or expressions. These forward-looking statements include, but are not limited to, statements concerning the following:

- our future financial performance, including expectations regarding our revenue, expenses and other operating results;
- our ability to establish new channel partners and successfully retain existing channel partners;
- our ability to anticipate market needs and develop and introduce new and enhanced vehicles to adapt to changes in our industry;
- our ability to achieve or sustain profitability;
- our ability to successfully enter new geographic markets and manage our international expansion;
- future investments in our business, our anticipated capital expenditures and our estimates regarding our capital requirements;
- our expectations concerning relationships with our supply chain providers;
- our ability to promote our brand;
- our reliance on key personnel and our ability to identify, recruit and retain skilled personnel;

- our ability to protect our intellectual property rights and any costs associated therewith;
- the inherent risks related to the electric commercial vehicle industry;
- our ability to compete effectively with existing and new competitors; and our compliance with applicable regulatory developments and regulations that currently apply or become applicable to our business.

You should not rely on forward-looking statements as predictions of future events. We have based the forward-looking statements contained herein and in documents incorporated by reference primarily on our current expectations and projections about future events and trends that we believe may affect our business, financial condition and operating results. The outcome of the events described in these forward-looking statements is subject to risks, uncertainties and other factors described in the sections titled "Risk Factors Relating to the Combination and Cenntro—Risks Related to Our Business and Financial Results," "Risk Factors Relating to the Combination and Cenntro—Risks Related to Our Industry," "Risk Factors Relating to the Combination and Cenntro—Risks Related to Legal and Regulatory Matters," and "Risk Factors Relating to the Combination and Cenntro—Risks Related to Doing Business in China," included in the Signing 6-K and incorporated by reference herein. We refer herein to the aforementioned sections as the "Risk Factors." Moreover, we operate in a very competitive and rapidly changing environment. New risks and uncertainties emerge from time to time, and it is not possible for us to predict all risks and uncertainties that could have an impact on the forward-looking statements contained herein. The results, events and circumstances reflected in the forward-looking statements may not be achieved or occur, and actual results, performance, events or circumstances could differ materially from those described in the forward-looking statements.

In addition, statements that "we believe" and similar statements reflect our beliefs and opinions on the relevant subject. These statements are based on information available to us as of the date hereof, and while we believe that information provides a reasonable basis for these statements, that information may be limited or incomplete. Our statements should not be read to indicate that we have conducted an exhaustive inquiry into, or review of, all relevant information. These statements are inherently uncertain, and investors are cautioned not to unduly rely on these statements.

The forward-looking statements made in herein and in the documents incorporated by reference herein relate only to events as of the date on which the statements are made. We undertake no obligation to update any forward-looking statements made herein to reflect events or circumstances after the date hereof or to reflect new information or the occurrence of unanticipated events, except as required by law. We may not actually achieve the plans, intentions or expectations disclosed in our forward-looking statements, and you should not place undue reliance on our forward-looking statements. Our forward-looking statements do not reflect the potential impact of any future acquisitions, mergers, dispositions, joint ventures or investments.

Market, Industry and Other Data

This report contains statistical data, estimates and forecasts relating to our industry. While we believe the industry and market data included in this report are reliable and that any estimates or forecasts are based on reasonable assumptions, the data may involve many assumptions and limitations, and you are cautioned not to give undue weight to such data. We have not independently verified the accuracy or completeness of the market and industry data contained in this report. The industry in which we operate is subject to a high degree of uncertainty and risk due to a variety of factors, including those described in the section titled "Risk Factors," included in the Signing 6-K and incorporated herein by reference, that could cause actual results to differ materially from those expressed in these filings and other publicly available information.

Directors, Senior Management and Employees

Directors and Senior Management

The following table sets forth information for our executive officers, directors and director nominees as of December 31, 2021:

Name	Age	Position
Executive Officers:		
Peter Z. Wang	67	Chief Executive Officer, Managing Director and Chairman of the Board of Directors
Edmond Cheng	60	President and Chief Financial Officer
Marianne McInerney	58	Executive Vice President and Chief Marketing Officer
Wei Zhong	43	Chief Technology Officer
Tony W. Tsai	48	Vice President, Corporate Affairs and Company Secretary
Non-Executive Directors:		
Joe Tong[(1)(2)(3)]	57	Independent Director
Chris Thorne[(1)(2)(3)]	53	Independent Director
Simon Charles Howard Tripp[(1)(2)(3)]	59	Independent Director
Justin Davis-Rice	51	Director

(1) Member of the audit committee.
(2) Member of the compensation committee.
(3) Member of the nominating committee.

Executive Officers

Peter Z. Wang founded CAG, the parent company of Cenntro, and served as its Chief Executive officer since 2013. Mr. Wang began serving as Managing Director, Chairman of the Board, and Chief Executive Officer of the Company immediately following the closing of the Combination in December 2021. Mr. Wang is an entrepreneur and investor in the electric vehicle and technology industries, and has founded or co-founded a number of companies in his career, including UTStarcom (a global telecom infrastructure provider), which went public in 2000, World Communication Group, an international telecommunication company, and Sinomachinery Group, a diesel power system (engine and transmission) manufacturer. Mr. Wang was named one of the Outstanding 50 Asian Americans in Business by Asian American Business Development Center in 2004, one of China's 100 Most Innovative Businessmen by Fast Company Magazine in 2017, and one of the Most Intriguing Entrepreneurs by Goldman Sachs in 2019. Mr. Wang is also the chairman of the board of directors of Cenntro Enterprise Limited, a principal stockholder of the Company, and Greenland Technologies Holding Corp. (NASDAQ: GTEC), a transmission products manufacturing company. Mr. Wang holds Bachelor of Science degrees in Computer Science and Math, as well as a Master of Science degree in Electrical Engineering, from the University of Illinois at Chicago. Mr. Wang also holds a Master of Business Administration from Nova Southeastern University. We believe Mr. Wang is qualified to serve on our board of directors due to his extensive leadership and management experience, including his experience serving as founder and Chairman and Chief Executive Officer of CAG.

Edmond Cheng has served as Cenntro's President and Chief Financial Officer since April 2021 and became Chief Financial Officer of the Company immediately following the closing of the Combination in December 2021. Prior to joining Cenntro, Mr. Cheng served as the Chief Financial Officer and a Partner of Mithera Capital Management LLC from August 2017 to September 2020. Mr. Cheng was the Chief Financial Officer (Worldwide) of Pactera Technology International Ltd., a leading global IT software and services company, from January 2015 to July 2017. From 2011 to 2015, Mr. Cheng served as the Chief Financial Officer for publicly listed companies including Zoomlion, a Chinese manufacturer of construction machinery and sanitation equipment, and TCL Multimedia Technology Holdings Ltd, a Chinese manufacturer of televisions and other consumer electronics. Mr. Cheng previously served as the Chief Financial Officer of portfolio companies owned by private equity companies Temasek Holdings, Hony Capital/Goldman Sachs, and Blackstone Group. Mr. Cheng brings to the Company extensive financial management expertise in East Asian and U.S. capital markets, corporate development, cross-border mergers & acquisitions, corporate governance, treasury, and investors relations. Mr. Cheng received his Executive Master of Business Administration jointly offered by Columbia University, London Business School, and University of Hong Kong in May 2012. He received a Master of Accounting and a Bachelor of Business Administration from the University of Hawaii. Mr. Cheng is a member of the American Institute of Certified Public Accountants.

Marianne McInerney has served as Cenntro's Executive Vice President and Chief Marketing Officer since June 2021 and became Chief Marketing Officer of the Company immediately following the closing of the Combination in December 2021. From 2017 to 2020, Ms. McInerney was the Assistant Secretary and Director of Public Relations for the U.S. Department of Transportation and served under Secretary of Transportation Elaine Chao. Ms. McInerney served as Executive Vice President of CAC, a wholly owned subsidiary, from October 2013 to October 2015. Ms. McInerney was Executive Vice President of GreenTech Automotive from March 2012 to October 2013 and from October 2010 through March 2012, Ms. McInerney served as Chief Operating Officer at PHC, a North American distribution company focused on bringing Chinese vehicles to market. In 2010, Ms. McInerney served as a strategic consultant to Azure Dynamics to support the relaunch of the Ford Transit Connect EV, where she was responsible for market positioning, product strategy, and aligning sales strategies with corporate revenue goals. Ms. McInerney has been immersed in the Automotive and Transportation industry for almost two decades, during which time she has advised multiple original equipment manufacturers on go-to-market strategies, pricing, marketing, branding and sales, product development and business development and operations. Ms. McInerney is a former President of the American International Automobile Dealers Association, which represents over 11,000 dealer organizations in the United States on matters ranging from trade, taxation, environment and operations. Ms. McInerney received her Bachelor's degree in Political Science from the University of Dayton.

Wei Zhong has been Cenntro's Chief Technology Officer since 2013 and became our Chief Technology Officer immediately following the closing of the Combination in December 2021. Mr. Zhong has been instrumental in the development of our electric vehicle technologies and models, as well as the development of its supply chain. Prior to 2013, Mr. Zhong was employed with Hangzhou Jiuru Economic Information Consulting Co., Ltd., where he developed software for its enterprise information query platform. Prior to that time, Mr. Zhong served as a communication technology developer for Zhejiang Guangtong Network Technology Co., Ltd. Mr. Zhong holds a Bachelor's degree in Biotechnology from Zhejiang University.

Tony W. Tsai. Mr. Tsai has served as Vice President, Corporate Affairs of CAC, a wholly owned subsidiary, since July 2013 and was appointed Vice President, Corporate Affairs and Company Secretary of CEG, a wholly owned subsidiary, in July 2021. Mr. Tsai was appointed our Vice President, Corporate Affairs and Company Secretary immediately following the closing of the Combination in December 2021. Since April 2007, Mr. Tsai has also been a real estate advisor at Winzone Realty, Inc. From 2007 to 2009, Mr. Tsai served as Compliance Director and an investment banker at CapLink Financial Group, LLC, where he managed broker dealer compliance, supervised sales teams and provided strategic advice. From 2006 to 2007, Mr. Tsai was an investment banker with Kuhns Brothers, Inc. Since joining CAC, Mr. Tsai has been involved in corporate and communications strategy and global regulatory matters. Mr. Tsai holds a Bachelor's degree in Business Administration, with a focus on International Sales Marketing, from Baruch College, City University of New York.

Non-Employee Directors

Joe Tong became a member of our board of directors following the closing of the Combination on December 30, 2021, and serves on each of our audit committee, compensation committee and nominating committee. Mr. Tong co-founded MeetChina, a leading B2B e-commerce website for China in 1998 and served as its Chief Executive Officer and Director from 1998 to 2003. In 2007, Mr. Tong joined Testra Sensis as its President of China, and helped build Fang.com (NASDAQ: SFUN), a leading real-estate company website in China, and Autohome Inc. (NYSE: ATHM), a leading automotive company website. In 2016, Mr. Tong joined Ford Motor Company as its Head of Smart Mobility, China. Mr. Tong holds a Bachelor's degree in Computational Mathematics from Nanjing University, and a Master of Business Administration in Finance and Strategic Marketing from the University of Pennsylvania's Wharton School of Business. We believe Mr. Tong is qualified to serve on our board of directors due to his past experience with business-to-business enterprises and in the automotive industry.

Chris Thorne became a member of our board of directors following the closing of the Combination on December 30, 2021, and serves on each of our audit committee, compensation committee and nominating committee. Mr. Thorne has served as Chairman of the Board of Broadline Capital, a global private equity firm focused on growth capital and impact investments primarily in Asia and North America, since 2005. Mr. Thorne has been the Chairman of the Board for Cytonus Therapeutics since November 2019, Endosphere, Inc. since December 2010 and has been the Chairman of the Board of Powermers, Inc. since January 2010. Mr. Thorne received his Juris Doctor from Harvard Law School with honors, Master of Business Administration from Harvard Business School with final year honors, and a Bachelor's degree from Harvard University, *magna cum laude*, where he founded the Harvard Negotiation Law Review and served as president of the university-wide student government. We believe Mr. Thorne is qualified to serve on our board of directors due to his substantial private equity and board of directors experience.

Justin Davis-Rice has been a member of NBG's board of directors since its formation in May 2017 and has served as its Executive Chairman from April 2019 until December 2021. Prior to becoming Executive Chairman, Mr. Davis-Rice served as NBG's Chief Executive Officer and as the Chief Executive Officer of Bendon (commencing in May 2010). As Chief Executive Officer of NBG, he transformed the company through an operational restructuring and a re-engineering of key functional and operational aspects of the business including, supply chain, human resources, design and development, sourcing, wholesale and retail sales. Mr. Davis-Rice resigned from all director and officer positions with us as of the closing of the Combination, other than continuing as a director of the Company. Prior to joining the Company, Mr. Davis-Rice co-founded Pleasure State, an intimate apparel company which he merged with Bendon Limited in May 2010. Mr. Davis-Rice helped turn Pleasure State into a business with multi-million-dollar earnings. The Company believes Mr. Davis-Rice's experience as a former chief executive officer makes him well suited to serve as a member of the board of directors.

Simon Tripp joined the board in January 2021. He has an honors degree in Chemical Engineering from Cape Town University and an MBA from Massey University in New Zealand. Simon has an extensive background in investment banking and capital markets. He was previously a director of Ord Minnett (subsequently acquired by JP Morgan) in Sydney where he was involved in many significant transactions involving IPO's, capital raisings, M&A and divestments across many sectors including aviation, media, tourism, property and financial services. Simon then established a fund with two other partners that raised the funding for and developed the Citibank Centre, a major commercial and retail center in the Sydney CBD. The development was listed on the Australian ASX. During this time, the fund also managed the Sydney Olympic Stadium and Simon was on the board of the stadium during the Sydney 2000 Olympics. Since divesting his interests in the fund, Simon has been involved in a number of venture capital deals across many sectors including financial services, mining, retail and property. The Company believes Mr. Tripp's extensive experience in venture capital and financing makes him well suited to serve as a member of the board of directors.

Compensation

2020 Compensation

The following table sets forth the compensation paid to executive officers of Cenntro or its parent company, CAG, for the year ended December 31, 2020:

Name and Principal Position[1]	Year	Salary ($)	Bonus ($)	All Other Compensation ($)	Total ($)
Peter Z. Wang *Chief Executive Officer*	2020	120,000	0	0	120,000
Ming He *Former Chief Financial Officer*[2]	2020	150,000	0	0	150,000
Tony W. Tsai *Vice President, Corporate Affairs and Secretary*	2020	150,000	0	0	150,000
Wei Zhong *Chief Technology Officer*	2020	122,400	0	0	122,400

(1) In April 2021, Mr. Edmond Cheng was appointed as the President and Chief Financial Officer of CEG. In June 2021, Ms. Marianne McInerney was appointed as Executive Vice President and Chief Marketing Officer of CEG.

(2) Mr. He served as Cenntro's Chief Financial Officer until April 2021. Following the closing of the Combination, Mr. He will remain as the Chief Financial Officer of CAG and will not serve as an executive officer of the Company.

We will review compensation annually for all employees, including our executives. In setting executive base salaries and bonuses and granting equity incentive awards, we will consider compensation for comparable positions in the market, the historical compensation levels of our executives, individual performance as compared to our expectations and objectives, our desire to motivate our employees to achieve short- and long-term results that are in the best interests of our shareholders, and a long-term commitment to us. We will not target a specific competitive position or a specific mix of compensation among base salary or bonus.

Annual Cash Bonuses

None of Cenntro's executive officers were eligible to receive a cash bonus for the year ended December 31, 2020. Following the closing of the Combination, the compensation committee is expected to review and consider the adoption of an executive bonus plan for the Company.

Equity Incentive Awards

Cenntro has historically granted stock options to its employees, including its executive officers, under the 2016 Plan, although no such awards were made to its executive officers in 2020. Options were granted at a price not less than the fair market value on the date of grant and generally are exercisable within five years after the date of grant. Options generally expire six to eight years from the date of grant.

Following the closing of the Combination, no new grants will be made under our 2016 Plan and all share awards will be granted to our employees, including our executive officers, under the 2022 Plan (as described below).

Health and Welfare Benefits and Perquisites

All of Cenntro's executive officers were eligible to participate in its employee benefit plans, including its medical, dental, vision, life and disability insurance plans, in each case on the same basis as all of its other employees. Cenntro does not maintain any retirement plans or executive-specific benefit or perquisite programs. Following the closing of the Combination, we plan to provide employees, including our executive officers, the same employee benefits.

Agreements with Our Executive Officers

Below are descriptions of the material terms of the employment agreements and offer letters with Cenntro's executive officers.

Employment Agreement with Peter Z. Wang

On August 20, 2017, CAG entered into an employment agreement with Mr. Wang to serve as Chief Executive Officer of CAG. The initial term of the employment agreement expires on August 19, 2022 and is automatically renewed for successive one-year periods unless terminated by either party prior to the expiration of any extended term. The employment agreement provides that Mr. Wang is entitled to an annual base salary (which is currently $350,000). Mr. Wang is not entitled to any cash severance under his employment agreement. Mr. Wang's employment agreement contains customary restrictions on competition, solicitation and the disclosure of confidential information. In connection with the closing of the Combination, CAC assumed the rights and obligations of CAG under the employment agreement with Mr. Wang.

Employment Agreement with Ming He

On August 20, 2017, CAG entered into an employment agreement with Mr. He to serve as Chief Financial Officer of CAG. The initial term of the employment agreement expires on August 19, 2022 and is automatically renewed for successive one-year periods unless terminated by either party prior to the expiration of the initial term or any extension thereof. The employment agreement provides that Mr. He is entitled to an annual base salary (which is currently $150,000). Mr. He is not entitled to any cash severance under his employment agreement. Mr. He's employment agreement contains customary restrictions on competition, solicitation and the disclosure of confidential information. Following the closing of the Combination, Mr. He will remain as the Chief Financial Officer of CAG and will not serve as an executive officer of the Company.

Employment Agreement with Tony W. Tsai

On August 20, 2017, CAC entered into an employment agreement with Mr. Tsai to serve as VP, Corporate Affairs of CAC. The initial term of the employment agreement expired on July 11, 2019 and is automatically renewed for successive one-year periods unless terminated by either party prior to the expiration of the initial term or any extension thereof. The employment agreement provides that Mr. Tsai is entitled to an annual base salary (which is currently $150,000). Mr. Tsai is not entitled to any cash severance under his employment agreement. Mr. Tsai's employment agreement contains customary restrictions on competition, solicitation and the disclosure of confidential information.

Employment Agreement with Wei Zhong

On October 29, 2020, Ronda entered into an employment agreement with Mr. Zhong to serve as Chief Technology Officer of Cenntro. The employment agreement is for three years commencing on November 26, 2020 and ending on November 25, 2023. The term of the employment agreement is not automatically renewed for successive periods. The employment agreement provides that Mr. Zhong is entitled to an annual base salary which is currently $128,114 or RMB816,000. Mr. Zhong is not entitled to any cash severance under his employment agreement.

Offer Letter with our President and Chief Financial Officer

On April 1, 2021, Edmond Cheng joined CAG as CEG's President and Chief Financial Officer. In connection with Mr. Cheng's appointment, CAG entered into an offer letter with Mr. Cheng, which was amended and restated as of June 28, 2021 and further amended on September 3, 2021. The initial term of Mr. Cheng's employment expires on March 31, 2024 and is automatically renewed for successive one-year periods unless terminated by either party prior to the expiration of the initial term or any extension thereof. Pursuant to the amended and restated offer letter, Mr. Cheng will receive an annual base salary of $300,000 and a one-time signing bonus of $100,000. Additionally, on December 30, 2021, Mr. Cheng received an option to purchase 1,297,008 Ordinary Shares which was granted under the 2022 Plan with an exercise price per share equal to $5.74 per share, which represents the price per Ordinary Share of the Company on the date of grant of the option.

Under the amended and restated offer letter, upon termination of his employment without "cause" or a resignation for "good reason" (as such terms are defined in the amended and restated offer letter), subject to his execution and non-revocation of a release of claims agreement, and his compliance with certain restrictive covenants as described below, Mr. Cheng will be eligible to receive six months base salary (payable in accordance with our customary payroll practice), a prorated annual bonus for the year of termination and continuing COBRA coverage (but not for more than eighteen months, in accordance with applicable law).

Mr. Cheng executed CAG's standard Employee's Proprietary Information and Inventions and Non-Competition Agreement ("PIIA") which contains customary restrictions on competition, solicitation and disclosure of confidential information as well as provisions regarding the assignment of intellectual property.

In connection with the closing of the Combination, CAC assumed the rights and obligations of CAG under the offer letter and PIIA with Mr. Cheng.

Offer Letter with Executive Vice President and Chief Marketing Officer

On June 1, 2021, Marianne McInerney joined CAG as its Executive Vice President and Chief Marketing Officer. In connection with Ms. McInerney's appointment, CAG entered into an offer letter with Ms. McInerney. The initial term of Ms. McInerney's employment expires on June 1, 2022 and is automatically renewed for successive one-year periods unless terminated by either party prior to the expiration of the initial term or any extension thereof. Pursuant to the offer letter, Ms. McInerney will receive an annual base salary of $250,000.

Ms. McInerney executed an Employee's PIIA which contains customary restrictions on disclosure of confidential information as well as provisions regarding the assignment of intellectual property.

In connection with the closing of the Combination, CAC assumed the rights and obligations of CAG under the offer letter and PIIA with Ms. McInerney.

Prior to June 1, 2021, Ms. McInerney provided consulting services to CEG and received fees at the annual rate of $250,000.

Cenntro Electric Group Limited 2022 Stock Incentive Plan

On December 30, 2021, in connection with the Combination, the Board of Directors adopted the 2022 Plan, which became effective on that date, subject to shareholder approval. The 2022 Plan will be submitted for approval by our shareholders within twelve months following the date on which our board approved the 2022 Plan. The following is a description of the material terms of the 2022 Plan. The summary below does not contain a complete description of all provisions of the 2022 Plan and is qualified in its entirety by reference to the 2022 Plan, a copy of which is attached to this report as Exhibit 10.5 and is incorporated herein by reference.

Share Awards. The 2022 Plan provides for the grant of incentive stock options ("ISOs"), NSOs, restricted share awards, share unit awards, share appreciation rights, cash-based awards, and performance-based share awards, or collectively, share awards. ISOs may be granted only to our employees, including officers, and the employees of our subsidiaries. All other share awards may be granted to our employees, officers, our non-employee directors, and consultants and the employees and consultants of our subsidiaries and affiliates.

Share Reserve. The aggregate number of Ordinary Shares that may be issued pursuant to share awards under the 2022 Plan will not exceed the sum of (x) twenty-five million, nine hundred sixty-five, two hundred thirty-four (25,965,234) shares, plus an annual increase on the first day of each fiscal year, for a period of not more than nine (9) years, beginning on January 1, 2023 and ending on (and including) January 1, 2031, in an amount equal to the lesser of (i) five percent (5%) of the outstanding shares on the last day of the immediately preceding fiscal year or (ii) such lesser amount (including zero) that the compensation committee (as defined below) determines for purposes of the annual increase for that fiscal year.

If restricted securities or securities issued upon the exercise of options are forfeited, then such shares shall again become available for awards under the 2022 Plan. If share units, options, or share appreciation rights are forfeited or terminate for any reason before being exercised or settled, or an award is settled in cash without the delivery of shares to the holder, then the corresponding shares will again become available for awards under the 2022 Plan. Any shares withheld to satisfy the exercise price or tax withholding obligation pursuant to any award of options or share appreciation rights shall again become available for awards under the 2022 Plan. If share units or share appreciation rights are settled, then only the number of shares (if any) actually issued in settlement of such share units or share appreciation rights shall reduce the number of shares available under the 2022 Plan, and the balance (including any shares withheld to cover taxes) shall again become available for awards under the 2022 Plan.

As of the date hereof, options to purchase an aggregate of 1,297,008 Ordinary Shares have been granted and no Ordinary Shares have been issued under the 2022 Plan.

Incentive Stock Option Limit. The maximum number of Ordinary Shares that may be issued upon the exercise of ISOs under the 2022 Plan is 25,965,234 shares.

Grants to Outside Directors. The fair market value of any awards granted under the 2022 Plan to an outside director as compensation for services as an outside director during any twelve-month period may not exceed $500,000 on the date of grant, provided that any award granted to an outside director in lieu of an annual cash retainer payment and/or cash meeting fees (if any) will be excluded from such limit. An outside director may elect to receive his or her annual cash retainer payments and/or cash meeting fees (if any) in the form of cash, options, share appreciation rights, restricted securities, share units, or a combination thereof, as determined by our board of directors.

Administration. The 2022 Plan will be administered by our board of directors or a committee appointed by our board of directors, or the compensation committee. Subject to the limitations set forth in the 2022 Plan, the compensation committee has the authority to determine, among other things, to whom awards will be granted, the number of shares subject to awards, the term during which an option or share appreciation right may be exercised and the rate at which the awards may vest or be earned, including any performance criteria to which they may be subject. The compensation committee also has the authority to determine the consideration and methodology of payment for awards.

Repricing; Cancellation and Re-Grant of Share Awards. The compensation committee has the authority to modify outstanding awards under the 2022 Plan. Subject to the terms of the 2022 Plan, the compensation committee has the authority to cancel any outstanding share award in exchange for new share awards, cash, or other consideration, without shareholder approval but with the consent of any adversely affected participant.

Stock Options. A stock option is the right to purchase a certain number of shares, at a certain exercise price, in the future. Under the 2022 Plan, ISOs and NSOs are granted pursuant to stock option agreements adopted by the compensation committee. The compensation committee determines the exercise price for a stock option, within the terms and conditions of the 2022 Plan, provided that the exercise price of a stock option generally cannot be less than one hundred percent (100%) of the fair market value of our Ordinary Shares on the date of grant. Options granted under the 2022 Plan vest at the rate specified by the compensation committee. Stock options granted to certain employees outside of the United States may be settled in cash.

Stock options granted under the 2022 Plan generally must be exercised by the optionee before the earlier of the expiration of such option or the expiration of a specified period following the optionee's termination of employment. Each stock option agreement will set forth the extent to which the option recipient will have the right to exercise the option following the termination of the recipient's service with us, and the right to exercise the option of any executors or administrators of the award recipient's estate or any person who has acquired such options directly from the award recipient by bequest or inheritance. Payment of the exercise price may be made in cash or, if provided for in the stock option agreement evidencing the award, (1) by surrendering, or attesting to the ownership of, shares which have already been owned by the optionee, (2) future services or services rendered to us or our affiliates prior to the award, (3) by delivery of an irrevocable direction to a securities broker to sell shares and to deliver all or part of the sale proceeds to us in payment of the aggregate exercise price, (4) by delivery of an irrevocable direction to a securities broker or lender to pledge shares and to deliver all or part of the loan proceeds to us in payment of the aggregate exercise price, (5) by a "net exercise" arrangement, (6) by delivering a full-recourse promissory note, or (7) by any other form that is consistent with applicable laws, regulations, and rules.

Tax Limitations on Incentive Stock Options. The aggregate fair market value, determined at the time of grant, of our Ordinary Shares with respect to ISOs that are exercisable for the first time by an optionholder during any calendar year under all of our share plans may not exceed $100,000. Options or portions thereof that exceed such limit will generally be treated as NSOs. No ISO may be granted to any person who, at the time of the grant, owns or is deemed to own shares possessing more than ten percent (10%) of our total combined voting power or that of any of our affiliates unless (1) the option exercise price is at least one hundred ten percent (110%) of the fair market value of the shares subject to the option on the date of grant, and (2) the term of the ISO does not exceed five (5) years from the date of grant.

Restricted Share Awards. The terms of any awards of restricted securities under the 2022 Plan will be set forth in a restricted share agreement to be entered into between us and the recipient. The compensation committee will determine the terms and conditions of the restricted share agreements, which need not be identical. A restricted share award may be subject to vesting requirements or transfer restrictions or both. Restricted securities may be issued for such consideration as the compensation committee may determine, including cash, cash equivalents, full recourse promissory notes, past services and future services. Award recipients who are granted restricted securities generally have all of the rights of a shareholder with respect to those shares, provided that dividends and other distributions will not be paid in respect of unvested shares unless and until the underlying shares vest.

Share Unit Awards. Share unit awards give recipients the right to acquire a specified number of shares (or cash amount) at a future date upon the satisfaction of certain conditions, including any vesting arrangement, established by the compensation committee and as set forth in a share unit award agreement. A share unit award may be settled by cash, delivery of shares, a combination of cash and shares as deemed appropriate by the compensation committee. Recipients of share unit awards generally will have no voting or dividend rights prior to the time the vesting conditions are satisfied and the award is settled. At the compensation committee's discretion and as set forth in the share unit award agreement, share units may provide for the right to dividend equivalents. Dividend equivalents may not be distributed prior to settlement of the share unit to which the dividend equivalents pertain and the value of any dividend equivalents payable or distributable with respect to any unvested share units that do not vest will be forfeited.

Share Appreciation Rights. Share appreciation rights generally provide for payments to the recipient based upon increases in the price of our Ordinary Shares over the exercise price of the share appreciation right. The compensation committee determines the exercise price for a share appreciation right, which generally cannot be less than one hundred percent (100%) of the fair market value of our Ordinary Shares on the date of grant. A share appreciation right granted under the 2022 Plan vests at the rate specified in the share appreciation right agreement as determined by the compensation committee. The compensation committee determines the term of share appreciation rights granted under the 2022 Plan, up to a maximum of ten years. Upon the exercise of a share appreciation right, we will pay the participant an amount in shares, cash, or a combination of shares and cash as determined by the compensation committee, equal to the product of (1) the excess of the per share fair market value of our Ordinary Shares on the date of exercise over the exercise price, multiplied by (2) the number of Ordinary Shares with respect to which the share appreciation right is exercised.

Other Share Awards. The compensation committee may grant other awards based in whole or in part by reference to our Ordinary Shares. The compensation committee will set the number of shares under the share award and all other terms and conditions of such awards.

Cash-Based Awards. A cash-based award is denominated in cash. The compensation committee may grant cash-based awards in such number and upon such terms as it shall determine. Payment, if any, will be made in accordance with the terms of the award, and may be made in cash or in Ordinary Shares, as determined by the compensation committee.

Performance-Based Awards. The number of shares or other benefits granted, issued, retainable and/or vested under a share or share unit award may be made subject to the attainment of performance goals. The compensation committee may utilize any performance criteria selected by it in its sole discretion to establish performance goals.

Changes to Capital Structure. In the event of a recapitalization, share split, or similar capital transaction, the compensation committee will make appropriate and equitable adjustments to the number of shares reserved for issuance under the 2022 Plan, the number of shares that can be issued as incentive stock options, the number of shares subject to outstanding awards and the exercise price under each outstanding option or share appreciation right.

Transactions. If we are involved in a merger or other reorganization, outstanding awards will be subject to the agreement or merger or reorganization. Subject to compliance with applicable tax laws, such agreement will provide for (1) the continuation of the outstanding awards by us, if we are a surviving corporation, (2) the assumption or substitution of the outstanding awards by the surviving corporation or its parent or subsidiary, (3) immediate vesting, exercisability, and settlement of the outstanding awards followed by their cancellation, or (4) settlement of the intrinsic value of the outstanding awards (whether or not vested or exercisable) in cash, cash equivalents, or equity (including cash or equity subject to deferred vesting and delivery consistent with the vesting restrictions applicable to such award or the underlying shares) followed by cancellation of such awards.

Change of Control. The compensation committee may provide, in an individual award agreement or in any other written agreement between a participant and us, that the share award will be subject to acceleration of vesting and exercisability in the event of a change of control.

Transferability. Unless the compensation committee provides otherwise, no award granted under the 2022 Plan may be transferred in any manner (prior to the vesting and lapse of any and all restrictions applicable to shares issued under such award), except by will, the laws of descent and distribution, or pursuant to a domestic relations order.

Amendment and Termination. Our board of directors has the authority to amend, suspend, or terminate the 2022 Plan, provided that such action does not materially impair the existing rights of any participant without such participant's written consent. No ISOs may be granted after the tenth anniversary of the date our board of directors adopted the 2022 Plan.

Recoupment. In the event that we are required to prepare restated financial results owing to an executive officer's intentional misconduct or grossly negligent conduct, the board of directors (or a designated committee) has the authority, to the extent permitted by applicable law, to require reimbursement or forfeiture to us of the amount of bonus or incentive compensation (whether cash-based or equity-based) such executive officer received during the three fiscal years preceding the year the restatement is determined to be required, to the extent that such bonus or incentive compensation exceeds what the officer would have received based on an applicable restated performance measure or target. We intend to recoup incentive-based compensation from executive officers to the extent required under the Dodd-Frank Wall Street Reform and Consumer Protection Act and any rules, regulations and listing standards that may be issued under that act.

2022 Employee Stock Purchase Plan

On December 30, 2021, in connection with the Combination, the Board of Directors adopted the ESPP, which became effective on that date, subject to shareholder approval. The ESPP will be approved by shareholders within twelve months of the date on which our board of directors approved the ESPP. The following is a description of the material terms of the ESPP. The summary below does not contain a complete description of all provisions of the ESPP and is qualified in its entirety by reference to the ESPP, a copy of which is attached to this report as Exhibit 10.6 and is incorporated herein by reference.

General. The ESPP is intended to qualify as an "employee stock purchase plan" under Code Section 423, except as explained below under "International Participation." During regularly scheduled "offerings" under the ESPP, participants will be able to request payroll deductions and then expend the accumulated deduction to purchase a number of Ordinary Shares at a discount and in an amount determined in accordance with the ESPP's terms.

Shares Available for Issuance. The aggregate number of Ordinary Shares that may be issued pursuant to the ESPP is equal to 7,789,571 Ordinary Shares.

Administration. Except as noted below, the ESPP will be administered by our board of directors or a committee appointed by our board of directors, or the compensation committee. The compensation committee has the authority to construe, interpret and apply the terms of the ESPP, to determine eligibility, to establish such limitations and procedures as it determines are consistent with the ESPP and to adjudicate any disputed claims under the ESPP.

Eligibility. Each full-time and part-time employee, including our officers and employee directors and employees of participating subsidiaries, but excluding any employees who are located in China, who is employed by us on the day preceding the start of any offering period is eligible to participate in the ESPP. The ESPP requires that an employee customarily work more than 20 hours per week and more than five months per calendar year in order to be eligible to participate in the ESPP. The ESPP permits an eligible employee to purchase our Ordinary Shares through payroll deductions, which may not be more than fifteen percent (15%) of the employee's compensation, or such lower limit as may be determined by the compensation committee from time to time. However, no employee is eligible to participate in the ESPP if, immediately after electing to participate, the employee would own shares (including shares such employee may purchase under this plan or other outstanding options) representing five percent (5%) or more of the total combined voting power or value of all classes of our Ordinary Shares. Unless provided otherwise by the compensation committee prior to commencement of an offering, the maximum number of Ordinary Shares which may be purchased by a participant during such offering is equal to (i) fifteen percent (15%) *multiplied by* (ii) $130,000 *divided by* the fair market value of an ordinary share on the first day of the offering period. In addition, no employee is permitted to accrue, under the ESPP and all similar purchase plans of us or its subsidiaries, a right to purchase shares of us having a value in excess of $25,000 of the fair market value of such shares (determined at the time the right is granted) for each calendar year. Employees will be able to withdraw their accumulated payroll deductions prior to the end of the offering period in accordance with the terms of the offering. Participation in the ESPP will end automatically on termination of employment.

Offering Periods and Purchase Price. The ESPP will be implemented through a series of offerings of purchase rights to eligible employees. Under the ESPP, the compensation committee may specify offerings with a duration of not more than twenty-seven (27) months and may specify shorter purchase periods within each offering. During each purchase period, payroll deductions will accumulate, without interest. On the last day of the purchase period, accumulated payroll deductions will be used to purchase our Ordinary Shares for employees participating in the offering. The purchase price will be specified pursuant to the offering, but cannot, under the terms of the ESPP, be less than eighty-five percent (85%) of the fair market value per share of our Ordinary Shares on either the offering date or on the purchase date, whichever is less. The fair market value of our Ordinary Shares for this purpose will generally be the closing price on the Nasdaq Capital Market (or such other exchange as our Ordinary Shares may be traded at the relevant time) for the date in question, or if such date is not a trading day, for the last trading day before the date in question.

Reset Feature. The compensation committee may specify that, if the fair market value of a share of our Ordinary Shares on any purchase date within a particular offering period is less than or equal to the fair market value on the start date of that offering period, then the offering period will automatically terminate and the employee in that offering period will automatically be transferred and enrolled in a new offering period which will begin on the next day following such purchase date.

Changes to Capital Structure. In the event that there is a specified type of change in our capital structure, such as a share split, appropriate adjustments will be made to (1) the number of shares reserved under the ESPP, (2) the individual and aggregate participant share limitations described in the plan and (3) the price of shares that any participant has elected to purchase.

Corporate Reorganization. Immediately before a corporate reorganization, the offering period and purchase period then in progress shall terminate and either our Ordinary Shares will be purchased with the accumulated payroll deductions or the accumulated payroll deductions will be refunded without occurrence of any of our Ordinary Shares purchase, unless the surviving corporation (or its parent corporation) assumes the ESPP under the plan of merger or consolidation.

International Participation. To provide us with greater flexibility in structuring our equity compensation programs for our non-U.S. employees, the ESPP also permits us to grant employees of our non-U.S. subsidiary entities rights to purchase Ordinary Shares pursuant to other offering rules or sub-plans adopted by the compensation committee in order to achieve tax, securities law or other compliance objectives. While the ESPP is intended to be a qualified "employee stock purchase plan" within the meaning of Code Section 423, any such international sub-plans or offerings are not required to satisfy those U.S. tax code requirements and therefore may have terms that differ from the ESPP terms applicable in the U.S. However, the international sub-plans or offerings are subject to the ESPP terms limiting the overall shares available for issuance, the maximum payroll deduction rate, maximum purchase price discount and maximum offering period length.

Amendment and Termination. Our board of directors and the compensation committee each have the right to amend, suspend or terminate the ESPP at any time. Any increase in the aggregate number of Ordinary Shares to be issued under the ESPP is subject to shareholder approval. Any other amendment is subject to shareholder approval only to the extent required under applicable law or regulation.

Amended and Restated 2016 Incentive Stock Option Plan

In connection with the Combination, the Company assumed CAG's obligations under the 2016 Plan. The following is a description of the material terms of the 2016 Plan. The summary below does not contain a complete description of all provisions of the 2016 Plan and is qualified in its entirety by reference to the 2016 Plan, a copy of which is attached to this report as Exhibit 10.7 and is incorporated herein by reference.

General. CAG's board of directors adopted the 2016 Plan, and CAG's shareholders approved the 2016 Plan, on February 10, 2016.

The 2016 Plan provides for the grant of nonstatutory stock options ("NSOs"), share awards, and restricted share purchase offer awards, or collectively, awards, to employees, officers and consultants. While we have granted NSOs under the 2016 Plan, we have not granted any share awards or restricted share purchase offer awards under the 2016 Plan.

Administration. The 2016 Plan is administered by the Company's board of directors, and may be amended, suspended or terminated by the board of directors, without shareholder approval, unless either (i) shareholder approval is required by applicable law, regulations or stock exchange listing standards or (ii) the revision or amendment increases the number of shares subject to the 2016 Plan, decreases the price at which grants may be granted, materially increases the benefits to participants, or changes the class of persons eligible to receive grants under the 2016 Plan.

Authorized Shares. As of the date of this report, options to purchase a total of 9,225,291 Ordinary Shares were outstanding under the 2016 Plan. The weighted-average exercise price of the options outstanding under the 2016 Plan was $1.1007 per share. No additional awards and no additional shares will remain available for future issuance under the 2016 Plan. However, the 2016 Plan will continue to govern the terms and conditions of the outstanding awards previously granted thereunder. In the event of a share split, share dividend, combination or reclassification of the shares, recapitalization, merger or similar event, the 2016 Plan administrator may proportionately adjust the number of shares covered by outstanding awards, the number of shares available for issuance as future awards under the 2016 Plan, and the exercise or purchase price of outstanding awards.

Nonstatutory Stock Options. The 2016 Plan administrator determines the exercise price for each stock option and the term of an option may not exceed ten years. No option may be transferred by the optionholder other than by will or the laws of descent or distribution. Each option may be exercised during the optionholder's lifetime solely by the optionholder. Options granted under the 2016 Plan generally vest at the rate of twenty percent each year commencing on the vesting commencement date over five years. Upon the termination of an optionholder's service as an employee, non-employee director, or consultant for any reason other than death or disability, such optionholder may exercise his or her vested options for not less than thirty days and not more than three months after the date service terminates. In the case of the optionholder's termination of service as a result of the optionholder's death or disability, the option will remain exercisable for not less than six months nor more than one year following such termination. Notwithstanding the foregoing, no option may be exercised after the expiration of its term.

Corporate Transactions. The 2016 Plan provides that, in the event of a proposed dissolution or liquidation of the Company, a merger or consolidation in which the Company is not the surviving entity, or a sale of all or substantially all of the assets or capital stock of the Company, unless otherwise provided by the Company's board of directors, all outstanding stock options will terminate if not assumed by the successor entity or new stock options of the successor entity are substituted therefore.

Board Matters

Director Term of Office

In accordance with the Acquisition Agreement and the Relationship Agreement, the Board consists of five directors, including the Wang Parties Nominee Directors and Mr. Davis-Rice, NBG's former chief executive officer and the director nominee designated by NBG. The Relationship Agreement further provides that for so long as the Wang Parties collectively beneficially own at least 10% of the issued and outstanding Ordinary Shares, in the event that any of the Wang Parties Nominee Directors are removed as a Director by members pursuant to section 203D of the Corporations Act, Mr. Wang may give notice in writing to the Company of the person that the Wang Parties wish to nominate in place of that previous Wang Parties Nominee Director, together with their consent to act, and the Company must ensure that such individual is appointed as a Wang Parties Nominee Director of the same class of Director as the previous nominee within two business days of receipt of such notice and signed consent to act.

In accordance with the Acquisition Agreement and the Relationship Agreement, at the Closing, Andrew Shape and Kelvin Dean Fitzalan (the "Prior Directors") resigned from the Board of Directors and any respective committees of the board of directors to which they belonged. Pursuant to the resolutions adopted by the ordinary shareholders of the Company at the Extraordinary General Meeting held on December 21, 2021 (the "December 2021 EGM"), at the Closing, Messrs. Peter Z. Wang, Chris Thorne and Joe Tong were appointed as directors of the Company, with Mr. Wang acting as Managing Director and Chairman of the Board, and Messrs. Justin Davis-Rice and Simon Charles Howard Tripp were re-appointed as directors of the Company.

Additionally, amendments to our Constitution adopted by the shareholders at the December 2021 EGM, in connection with the Combination provide that our board will be comprised of one managing director, Mr. Wang, and three classes of directors, with staggered three-year terms. At each annual general meeting of shareholders, the directors whose terms then expire or their successors will be elected to serve from the time of election and qualification until the third annual general meeting following election. Mr. Wang as managing director is not included among the three staggered classes. Our directors are divided among three classes as follows:

- Mr. Tripp is the Class III director, whose term will expire at our annual meeting of shareholders to be held in 2022;
- Messrs. Tong and Davis-Rice are the Class II directors, whose terms will expire at our annual meeting of shareholders to be held in 2023; and
- Mr. Thorne is the Class I director, whose term will expire at our annual meeting of stockholders to be held in 2024.

We expect that any additional directorships resulting from an increase in the number of directors will be distributed among the three classes so that, as nearly as possible, each class will consist of one third of the directors. The division of our board of directors into three classes with staggered three-year terms may delay or prevent a change of our management or a change in control.

Independence of Directors

Our Ordinary Shares are listed on the Nasdaq Capital Market. As a result, we adhere to the rules of Nasdaq in determining whether a director is independent. The rules of Nasdaq generally define an "independent director" as a person, other than an executive officer of a company or any other individual having a relationship which, in the opinion of the issuer's board of directors, would interfere with the exercise of independent judgment in carrying out the responsibilities of a director. Our board of directors has consulted, and will consult, with its counsel to ensure that the board's determinations are consistent with these rules and all relevant securities and other laws and regulations regarding the independence of directors. Based on the foregoing, we have determined that each of Messrs. Thorne, Tong and Tripp are independent directors. Our independent directors will have regularly schedule meetings at which only independent directors are present.

Board Committees

The descriptions of each of the committees of our Board of Directors, as set forth in the January 2021 Form 20-F is incorporated by reference herein. Following their respective appointments pursuant to the shareholder resolutions adopted at the December 2021 EGM and pursuant to resolutions adopted by the Board on December 30, 2021 immediately following the Closing, Messrs. Thorne, Tong and Tripp were appointed to serve on each of the Company's Audit Committee, Compensation Committee and Nominating Committee. Mr. Thorne will serve as the chair of the Audit Committee, Mr. Tong will serve as the chair of the Compensation Committee and, Mr. Tong will serve as the chair of the Nominating Committee.

Our Board of Directors has determined that, in accordance with Nasdaq listing standards regarding financial literacy, each of the members of the Audit Committee is financially literate. Our board of directors has further determined that each of Messrs. Thorne and Tong qualifies as an audit committee financial expert within the meaning of SEC regulations and meets the financial sophistication requirements of Nasdaq listing rules. In making this determination, our board has considered each such director's formal education and previous experience in financial roles. Both our independent registered public accounting firm and management periodically meet privately with our audit committee.

Compensation of our Non-Executive Independent Directors

Cenntro did not historically pay cash retainers or other compensation with respect to service on its board of directors. Cenntro reimbursed all of its non-executive independent directors for their reasonable expenses incurred in attending meetings its board of directors and committees of its board of directors.

Our Board of Directors is expected to review and consider the adoption of a new non-employee director compensation plan. It is contemplated that the non-executive independent directors who have taken office on December 30, 2021 following the Closing, as set forth above, will be compensated in accordance with such revised compensation plan, once adopted by the Board of Directors.

Major Shareholders

The following table sets forth information with respect to the beneficial ownership of our Ordinary Shares as of December 31, 2021 of:

- each of our executive officers and directors;
- all of our current directors and executive officers as a group; and each person or entity, or group of persons or entities, known by us to own beneficially more than 5% of our Ordinary Shares (by number or by voting power).

We have determined beneficial ownership in accordance with the rules and regulations of the SEC, and the information is not necessarily indicative of beneficial ownership for any other purpose. Except as indicated by the footnotes below, we believe, based on information furnished to us, that the persons and entities named in the table below have sole voting and sole investment power with respect to all shares that they beneficially own, subject to applicable community property laws. Percentage ownership is based on 261,256,205 Ordinary Shares outstanding as of December 31, 2021.

Name and Address of Beneficial Owner(1)	Amount and Nature of Beneficial Ownership	Percentage of Beneficial Ownership
5% Stockholders:		
China Leader Group Limited(2)	20,918,659	8.0%
Directors, Director Nominees and Named Executive Officers:		
Peter Z. Wang(3)	71,544,342	27.4%
Edmond Cheng (4)	—	—
Marianne McInerney	—	—
Wei Zhong (5)	1,610,170	*
Tony Tsai (6)	429,379	*
Joe Tong	—	—
Chris Thorne	—	—
Justin Davis-Rice (7)	7,152,758	2.7%
Simon Charles Howard Tripp (8)	9,299	*
All current directors and executive officers as a group (9 persons) (9)	80,745,948	30.7%

* Represents beneficial ownership of less than 1%.

(1) Unless otherwise indicated, the address for each beneficial owner listed in the table above is c/o Cenntro Electric Group Limited, 501 Okerson Road, Freehold, New Jersey 07728.

(2) China Leader Group Limited ("China Leader") is an entity ultimately owned by Yeung Heung Yeung, one of the directors of CAG. Yeung Heung Yeung has voting and/or investment power over the securities held by China Leader and as a result may be deemed to beneficially own the securities held by China Leader. China Leader received the Ordinary Shares presented above pursuant to the Distribution in connection with the Combination. In connection with the Combination, China Leader Group Limited entered into the Lock-up Agreement pursuant to which it has agreed not to sell its Ordinary Shares acquired in the Combination for a period of 180 days following the date of the Closing without our consent. The address of China Leader is Flat B, 29 Floor, Tower 1, Starcrest, 9 Star Street, Wan Chai, Hong Kong.

(3) Consists of (i) 65,399,935 Ordinary Shares held of record by Cenntro Enterprise Limited, of which Mr. Wang is the controlling stockholder, and (ii) 6,144,407 Ordinary Shares held of record by Trendway Capital Limited, of which Mr. Wang is the controlling stockholder. Mr. Wang has voting and/or investment power over the securities held by each entity and as a result may be deemed to beneficially own the securities of such entities. Each of Cenntro Enterprise Limited and Trendway Capital Limited received the Ordinary Shares presented above pursuant to the Distribution in connection with the Combination. In connection with the Combination, each of Cenntro Enterprise Limited and Trendway Capital Limited entered into the Lock-up Agreement pursuant to which each has agreed not to sell its Ordinary Shares acquired in the Combination for a period of 180 days following the date of the Closing without our consent.

(4) Does not include options to purchase an aggregate of 1,297,008 Ordinary Shares pursuant to an option granted to Mr. Cheng on December 30, 2021 pursuant to the 2022 Plan.

(5) Consists of 1,610,170 Ordinary Shares that Mr. Zhong has the right to acquire from us within 60 days of the date of this report, pursuant to the exercise of stock options under the 2016 Plan, all of which are vested.

(6) Consists of 429,379 Ordinary Shares that Mr. Tsai has the right to acquire from us within 60 days of the date of this report, pursuant to the exercise of stock options under the 2016 Plan, all of which are vested.

(7) Consists of (i) 7,151,612 Ordinary Shares held of record by JADR Consulting Group Pty Ltd ("JADR") received pursuant to an incentive award that accelerated in connection with the closing of the Combination, which incentive award was approved by ordinary shareholders at the December 2021 EGM; (ii) 1,146 Ordinary Shares held of record by Mr. Davis-Rice and entities controlled by Mr. Davis-Rice (the "Controlled Entities"). Mr. Davis-Rice has sole authority to vote and dispose of the securities held by JADR and the Controlled Entities and therefore may be deemed to indirectly beneficially own the shares held of record by JADR and the Controlled Entities.

(8) Consists of (i) 3,983 Ordinary Shares held by Mr. Tripp and (ii) 5,316 Ordinary Shares that Mr. Tripp has the right to acquire within 60 days of the date of this report, pursuant to the exercise of options.

(9) Consists of (i) 78,701,083 Ordinary Shares beneficially owned by our directors and executive officers and (ii) 2,044,865 Ordinary Shares underlying outstanding options, exercisable within 60 days of the date of this report, all of which are vested, and does not include options to purchase an aggregate of 1,297,008 Ordinary Shares pursuant to an option granted to Mr. Cheng on December 30, 2021 pursuant to the 2022 Plan.

Related Party Transactions

Related Party Policy

The description of the Company's related party policy, as set forth under the section titled "Item 7. Major Shareholders And Related Party Transactions —— B. Related Party Transactions" of the Company's January 2021 Form 20-F, is incorporated by reference herein.

Related Party Transactions

Since January 1, 2018, Cenntro has been party to the following material transactions and loans with (a) enterprises that directly or indirectly through one or more intermediaries, control or are controlled by, or are under common control with, Cenntro; (b) associates; (c) individuals owning, directly or indirectly, an interest in voting power that gives them significant influence over Cenntro, and close members of any such individual's family; (d) key management personnel, that is, those persons having authority and responsibility for planning, directing and controlling Cenntro's activities, including directors and senior management of companies and close members of such individuals' families; and (e) enterprises in which a substantial interest in the voting power is owned, directly or indirectly, by any person described in (c) or (d) or over which such a person is able to exercise significant influence.

Commercial Transactions

Purchase Agreements

Historically, Cenntro has entered into purchase agreements for materials, such as lithium battery packs, battery management systems and engine motors, with Devirra and Zhejiang Zhongchai Machinery Co., Ltd ("ZC Machinery"), an entity indirectly owned by Cenntro's Chairman and Chief Executive Officer Mr. Peter Wang. Prior to the closing of the Combination, CAG was the parent company of both Cenntro and Devirra Corporation Limited ("Devirra" and, together with its subsidiaries, collectively referred to as "Devirra Group"). Devirra Group has historically held CAG's city delivery business in China. Pursuant to the Combination, CAG sold Cenntro to the Company but Devirra Group continued as subsidiaries of CAG.

For the year ended December 31, 2019, Cenntro entered into purchase agreements for materials in an aggregate amount of approximately $1.0 million with the Devirra Group. For the years ended December 31, 2019 and 2018, Cenntro entered into purchase agreements in an aggregate amount of approximately $0.4 million and $0.2 million, respectively, with ZC Machinery. Cenntro did not have any purchase agreements with these related parties during the year ended December 31, 2020 or during the six months ended June 30, 2021.

Management consulting services

For the years ended December 31, 2020, 2019 and 2018, Cenntro received management consulting services related to marketing and growth strategy in China and paid management consulting fees to the related party Shanghai Hengyu Enterprise Management Consulting Co., Ltd, an entity that is indirectly controlled by Mr. Peter Z. Wang ("Shanghai Management Consulting"). For the years ended December 31, 2020, 2019 and 2018, Cenntro paid an aggregate amount of approximately $0.1 million, $0.1 million and $0.1 million, respectively, in management consulting fees to Shanghai Management Consulting.

Financings from related parties

CAG and certain related persons of CAG, including certain entities indirectly owned by Mr. Peter Z. Wang, historically provided financing to Cenntro to support its operations. Generally, the financings provided to Cenntro had been in the form of unsecured, fixed rate, interest-bearing loans and interest-free loans. The loans have typically had maturity dates of one year and are extended for additional one-year periods.

Prior to the closing of the Combination, CAG was the parent company of Cenntro. Mr. Peter Z. Wang, our Chief Executive Officer, is a principal stockholder of CAG. Cenntro Holding Limited is indirectly owned by Mr. Peter Wang. Shenzhen Yuanzheng Investment Development Co. Ltd ("YZ Investment") is controlled by Mr. Yeung Heung Yeung, a director of CAG and principal shareholder of the Company. Mr. Wei Zhong is the CTO of the Company. Mr. Wang is the General Partner of Zhuhai Hengzhong Industrial Investment Fund (Limited Liability Partnership) ("Zhuhai HZ LLP").

The table below sets forth certain terms relating to Cenntro's related party debt (dollar amounts in millions):

Lender	Maximum Amount Borrowed during Reported Period (USD)	Maturity Date	Interest Rate	Aggregate Principal Amount Outstanding (USD) as of June 30, 2021
CAG	$3.9	Payable on demand	Interest free	$0.005
Cenntro Holding Limited	$0.8	Payable on demand	Interest free	$0.001
YZ Investment	$0.3	December 2021	12%	$0.31
Mr. Peter Wang	$0.2	October 2021	8%	$0.05
Mr. Zhong Wei	$1.1	December 2020	8-12%	—
Mr. Yeung Heung Yeung	$1.1	December 2021	12%	$1.10
Zhuhai HZ LLP	$0.6	Payable on demand	Interest free	—

The following table sets forth the principal and interest payments made on each of the above related party loans for the reporting periods set forth below (dollar amounts in millions except interest payments):

	Principal Payments				Interest Payments			
	For the year ended December 31,			For the six months ended	For the year ended December 31,			For the six months ended
Lender	2018	2019	2020	June 30, 2021	2018	2019	2020	June 30, 2021
CAG	$ 3.7	$ 2.3	$ 2.8	$ 2.5	—	—	—	—
Cenntro Holding Limited	—	$ 0.3	$ 1.3	—	—	—	—	—
YZ Investment	—	—	—	—	—	—	—	—
Mr. Peter Wang	—	$ 0.004	$ 0.2	$ 0.01	—	—	—	—
Mr. Zhong Wei	—	—	$ 0.2	$ 0.76	—	—	$ 0.02	$ 0.02
Mr. Yeung Heung Yeung	—	—	—	—	—	—	—	—
Zhuhai HZ LLP	—	$ 0.2	$ 0.03	$ 0.61	—	—	—	—

As of the Closing, the Company had an aggregate amount of $1.8 million outstanding debt owed to related parties. The Company intends to pay off all outstanding amounts owed to such related parties promptly following the date of this report.

Advances to related parties

Cenntro occasionally provided short-term advances to certain related parties on a temporary basis. The advances were generally made on an interest-free basis. Such advances generally do not have a fixed term and are repayable upon demand.

During the years ended December 31, 2020, 2019 and 2018, certain consolidated subsidiaries of CAG HK provided short-term advances to each of Devirra Group and ZC Machinery. As described above, the Devirra Group entities continued as subsidiaries of CAG following the closing of the Combination. ZC Machinery is indirectly owned by our Chairman and Chief Executive Officer, Mr. Peter Wang.

For the years ended December 31, 2020, 2019 and 2018, Ronda provided interest-free short-term advances to Devirra Group of approximately $1.3 million, $0.7 million and $1.6 million, respectively. The Devirra Group made principal payments to Ronda of approximately $1.0 million, $0.3 million and $0.5 million, respectively, during such periods. During the year ended December 31, 2018, the Company recorded a provision for doubtful accounts for the outstanding advances owed by Devirra Group of approximately $1.6 million. During February 2021, Ronda obtained a guarantee from CAG over the outstanding balance in an amount not exceeding $2.0 million of the advances to Devirra Group. For the six months ended June 30, 2021 and 2020, Ronda provided interest-free short-term advances to Devirra Group of approximately $0.37 million and $0.85 million, respectively. The Devirra Group made principal payments to Ronda of approximately $0.34 million and $0.74 million, respectively, during such periods. During the six months ended June 30, 2021, a portion of the balance of the outstanding advances owed by the Devirra Group as of December 31, 2020 was collected and the remaining balance of $560,211 was guaranteed by CAG Cayman and was deducted from additional paid-in capital.

For the years ended December 31, 2020, 2019 and 2018, Ronda provided interest-free short-term advances to ZC Machinery of approximately $1.3 million, $4.2 million and nil, respectively. ZC Machinery made principal payments to Ronda of approximately $1.3 million, $4.1 million and nil, respectively, during such periods. For the six months ended June 30, 2021 and 2020, Ronda provided interest-free short-term advances to ZC Machinery of approximately $0.08 million and $0.28 million, respectively. ZC Machinery made principal payments to Ronda of approximately $0.14 million and $0.43 million, respectively, during such periods. As of June 30, 2021, the outstanding balance of advances to ZC Machinery was approximately $0.4 million.

All advances to the above borrowers are due and payable on demand.

Transfer of Metro® units from the Company to Devirra Group

During the year ended December 31, 2018, Ronda made a transfer of 1,126 units of fully assembled Metro® ECVs to Green Sparrow Technology, a wholly owned subsidiary of Devirra (“Green Sparrow”), for approximately $14.5 million. During 2018, when the transfers of the 1,126 units occurred, the Devirra Group and CAG HK were affiliates under common control by CAG and its shareholders. The intercompany transfer between wholly owned subsidiaries of CAG represented a capital contribution from CAG to Devirra Group and reduction of capital from Ronda for the year ended December 31, 2018. As a result, the transfer was recorded as a reduction in additional paid-in-capital of $14.5 million to CAG HK and its consolidated subsidiaries and an increase in additional paid-in-capital of $14.5 million to the Devirra Group.

Transactions Related to the Combination

Registration Rights Agreement

At the Closing, NBG entered into the Registration Rights Agreement with the holders party thereto, pursuant to which the holders were granted the right to have registered for resale under the Securities Act Ordinary Shares, including the Acquisition Shares and, in the case of Mr. Davis-Rice, Ordinary Shares awarded as compensation, subject to certain conditions set forth therein. Pursuant to the Registration Rights Agreement, the Company will be required to file a registration statement registering the resale of the Registrable Securities on or before January 7, 2022.

Relationship Agreement

In accordance with the Acquisition Agreement, at the Closing, the Company entered into the Relationship Agreement with the Wang Parties. Following the Closing, the Wang Parties will beneficially own approximately 27.4% of the Ordinary Shares, based on an aggregate of 261,256,205 Ordinary Shares outstanding immediately following the Closing.

In accordance with the Acquisition Agreement and the Relationship Agreement, the Board consists of five directors, including the Wang Parties Nominee Directors and Mr. Davis-Rice, NBG's former chief executive officer and the director nominee designated by NBG. The Relationship Agreement further provides that for so long as the Wang Parties collectively beneficially own at least 10% of the issued and outstanding Ordinary Shares, in the event that any of the Wang Parties Nominee Directors are removed as a Director by members pursuant to section 203D of the Corporations Act, Mr. Wang may give notice in writing to the Company of the person that the Wang Parties wish to nominate in place of that previous Wang Parties Nominee Director, together with their consent to act, and the Company must ensure that such individual is appointed as a Wang Parties Nominee Director of the same class of Director as the previous nominee within two business days of receipt of such notice and signed consent to act.

Lock-Up Agreement

At the Closing, pursuant to requirements in the Acquisition Agreement, NBG entered into Lock-Up Agreements with the Lock-Up Parties, pursuant to which the Lock-Up Parties agreed not to transfer the Acquisition Shares beneficially owned or owned of record by them for a period of 180 days following the Closing. The book-entry positions evidencing the Acquisition Shares issued under the Acquisition Agreement will each include prominent disclosure or bear a prominent legend evidencing the fact that such shares are subject to such lock-up provisions.

Divestiture of FOH

On December 30, 2021, simultaneously with the closing of the Combination, NBG consummated the Divestiture of FOH pursuant to the Term Sheet, by and among NBG, Bendon and FOH. Bendon is controlled by Justin Davis-Rice, a member of the Company's board of directors and formerly NBG's Executive Chairman and Chief Executive Officer. From June 2018 until April 2021, Bendon was an operating subsidiary of NBG. FOH is a designer and e-commerce retailer of women's intimates apparel, sleepwear and swimwear. It is the exclusive licensee of the Frederick's of Hollywood global online license, under which it sells Frederick's of Hollywood intimates products, sleepwear and loungewear products, swimwear and swimwear accessories products, and costume products.

Under the Term Sheet, Bendon purchased all the outstanding shares of common stock of FOH for a purchase price of AUS$1.00. In connection with such purchase, NBG recapitalized FOH with $12.6 million in order to cover liabilities of FOH assumed by Bendon and forgave $9.5 million of intercompany loans made by NBG to FOH. The Term Sheet includes certain fundamental representations and warranties of NBG, which terminated as of the closing of the Divestiture. Under the Term Sheet, the Company has no liability to Bendon or FOH following the closing.

Dividend Policy

Cenntro has never declared or paid cash dividends on its capital stock.

Markets

The Ordinary Shares are listed on the Nasdaq Capital Market under the symbol "NAKD." The Ordinary Shares are not listed on any exchange or traded in any market outside of the U.S.

On April 26, 2021, NBG received a notice from the Listing Qualifications Department of Nasdaq stating that, for the prior 30 consecutive business days, the closing bid price for Ordinary Shares had been below the minimum of $1.00 per Ordinary Share required for continued inclusion on the Nasdaq Capital Market under Nasdaq Listing Rule 5550(a)(2). The notification letter stated that NBG would be afforded an initial period of 180 calendar days (or until October 25, 2021) to regain compliance with the minimum bid price requirement. The notification letter also stated that in the event NBG did not regain compliance within the initial 180 day period, NBG could be eligible for additional time.

NBG did not regain compliance with the minimum bid price requirement during the initial 180 calendar day compliance period. However, on October 26, 2021, NBG received a second notice from Nasdaq's Listing Qualifications Department stating that Nasdaq's staff had determined that NBG was eligible for an additional 180 calendar day period (until April 25, 2022) to regain compliance. In order to regain compliance, the bid price for Ordinary Shares must close at US$1.00 per Share or more for a minimum of ten consecutive business days. In addition, the closing of the Combination was subject to a condition that the daily per share volume-weighted average trading price for the five consecutive trading days ending on (and inclusive of) the trading day immediately preceding the Closing was not less than $5.00 per Ordinary Share (the "Five Day Trading Price Condition"). On December 22, 2021, in order to regain compliance with Nasdaq and to satisfy the Five Day Trading Price Condition, NBG effected the Reverse Share Split of its Ordinary Shares, at a ratio of 1-for-15.

Pursuant to Nasdaq Rule 5110, NBG and Cenntro were required to file a listing application with Nasdaq as the Combination was deemed to be a change of control of NBG within the meaning of Rule 5110(a). On December 29, 2021, Nasdaq approved our listing application in connection with the Combination and the listing of our Ordinary Shares on the Nasdaq Capital Market effective upon the closing of the Combination.

Share Capital

General

Our corporate affairs are principally governed by our Constitution and the Corporations Act. The rights and restrictions attaching to the Ordinary Shares are derived through a combination of our Constitution, the common law applicable to Australia, the Corporations Act and other applicable law. A general summary of some of the rights and restrictions attaching to our Ordinary Shares are summarized below.

Australia does not have a limit on the authorized share capital that may be issued and does not recognize the concept of par value. Subject to restrictions on the issue of securities in our Constitution, the Corporations Act and any other applicable law, we may at any time issue shares and grant options on any terms, with the rights and restrictions and for the consideration that our Board of Directors determine. The directors may decide the persons to whom, and the terms on which, shares are issued or options are granted as well as the rights and restrictions that attach to those shares or options.

Ordinary Shares

As of January 4, 2022, 261,256,205 Ordinary Shares are issued and outstanding. The number of Ordinary Shares outstanding does not include:

- 9,225,291 Ordinary Shares issuable upon the exercise of options outstanding as of January 4, 2022, granted under the 2016 Plan, at a weighted-average exercise price of $1.1007 per Ordinary Share;
- 25,965,234 Ordinary Shares which may be issued under the 2022 Plan, which has been approved by the Board of Directors;
- 7,789,571 Ordinary Shares which may be issued under the ESPP, which has been approved by the Board of Directors;
- 33,428 Ordinary Shares which may be issued on exercise of outstanding warrants of the Company as of January 4, 2022; and
- 15,947 Ordinary Shares which may be issued on exercise of options issued to our former non-employee directors, in each case, as compensation for their services on our board.

On December 22, 2021, NBG effected the Reverse Share Split, at a ratio of 1-for-15.

Dividend Rights

Subject to the Corporations Act, the common law applicable to Australia and our Constitution, ordinary shareholders are entitled to receive such dividends as may be declared by the directors. If the directors determine that a final or interim dividend is payable, it is (subject to the terms of issue on any shares or class of shares) paid on all shares proportionate to the amount for the time being paid on each share. Dividends may be paid by cheque, electronic transfer or any other method as the board determines.

The directors have the power to capitalize and distribute the whole or part of the amount from time to time standing to the credit of any reserve account or otherwise available for distribution to shareholders. The capitalization and distribution must be in the same proportions which the shareholders would be entitled to receive if distributed by way of a dividend.

Subject to the Corporations Act, the common law applicable to Australia, the Constitution and the relevant rules and regulations of Nasdaq, the directors may pay a dividend out of any fund or reserve or out of profits derived from any source.

Voting Rights

Each of our ordinary shareholders is entitled to receive notice of and to be present, to vote and to speak at general meetings. Subject to any rights or restrictions attached to any shares, on a show of hands each ordinary shareholder present has one vote and, on a poll, one vote for each fully paid share held, and for each partly paid share, a fraction of a vote equivalent to the proportion to which the share has been paid up. Voting may be in person or by proxy, attorney or representative.

Two shareholders must be present to constitute a quorum for a general meeting and no business may be transacted at any meeting except the election of a chair and the adjournment of the meeting, unless a quorum is present when the meeting proceeds to business.

Variation of Class Rights

The Corporations Act provides that if a company has a constitution that sets out the procedure for varying or cancelling rights attached to shares in a class of shares, those rights may be varied or cancelled only in accordance with the procedure.

The rights attached to Ordinary Shares may only be varied with the consent in writing of members holding at least three-quarters of the shares of that class, or with the sanction of a special resolution passed at a separate meeting of the holders of shares of that class.

Preemptive Rights

Ordinary shareholders do not have preemptive rights.

Constitution

Constitution and Corporations Act

The summary below relates to our Constitution as currently in effect. The summary below is of the key provisions of our Constitution and does not purport to be a summary of all of the provisions thereof or of all relevant provisions of Australian law governing the management and regulation of Australian companies.

Incorporation

We were incorporated in Australia on May 11, 2017 under the Corporations Act with company registration number ACN 619 054 938. We are an Australian public limited company.

Objects and Purposes

Our Constitution grants us full power and authority to exercise any power, take any action or engage in any conduct which the Corporations Act permits a company limited by shares to exercise, take or engage in.

Directors

There must be a minimum of three directors and a maximum of 12 directors unless our shareholders in a general meeting resolve otherwise. The directors may set a maximum number of directors less than the current maximum in accordance with the Corporations Act and the Nasdaq rules. Where required by the Corporations Act or Nasdaq rules, we must hold an election of directors each year. Each director, other than the managing director, is designated as either a class I, II or III director. A director designated as a class III director must retire (and, unless he or she gives notice to the contrary, will be submitted for re-election) at the 2022 annual general meeting and at every third annual general meeting thereafter, if a person eligible for election to the office of a class III director has been validly nominated by the members for election as a director in their place. A director designated as a class II director must retire (and, unless he or she gives notice to the contrary, will be submitted for re-election) at the 2023 annual general meeting and at every third annual general meeting thereafter, if a person eligible for election to the office of a class II director has been validly nominated by the members for election as a director in their place. A director designated as a class I director must retire (and, unless he or she gives notice to the contrary, will be submitted for re-election) at the 2024 annual general meeting and at every third annual general meeting thereafter, if a person eligible for election to the office of a class I director has been validly nominated by the members for election as a director in their place. A director appointed to fill a casual vacancy, who is not a managing director, holds office until the conclusion of the next annual general meeting following his or her appointment.

Additionally, in connection with the Combination, NBG entered into the Relationship Agreement. In accordance with the Acquisition Agreement and the Relationship Agreement, the Board consists of five directors, including the Wang Parties Nominee Directors and Mr. Davis-Rice, NBG's former chief executive officer and the director nominee designated by NBG. The Relationship Agreement further provides that for so long as the Wang Parties collectively beneficially own at least 10% of the issued and outstanding Ordinary Shares, in the event that any of the Wang Parties Nominee Directors are removed as a Director by members pursuant to section 203D of the Corporations Act, Mr. Wang may give notice in writing to the Company of the person that the Wang Parties wish to nominate in place of that previous Wang Parties Nominee Director, together with their consent to act, and the Company must ensure that such individual is appointed as a Wang Parties Nominee Director of the same class of Director as the previous nominee within two business days of receipt of such notice and signed consent to act. Additionally, amendments to our Constitution adopted in connection with the Combination on December 30, 2021 provided that our board will be comprised of one managing director, Mr. Wang, and three staggered classes of directors.

Our Constitution provides that no person shall be disqualified from the office of director or prevented by such office from contracting with us, nor shall any such contract or any contract or transaction entered into by or on our behalf in which any director shall be in any way interested be or be liable to be avoided, nor shall any director so contracting or being so interested be liable to account to us for any profit realized by or arising in connection with any such contract or transaction by reason of such director holding office or of the fiduciary relationship thereby established. A director shall be at liberty to vote in respect of any contract or transaction in which he is interested provided that the nature of the interest of any director in any such contract or transaction shall be disclosed by him at or prior to its consideration and any vote thereon. However, a director who has a material personal interest in a matter that is being considered by the directors must not be present at a meeting while the matter is being considered nor vote on the matter, except where permitted by the Corporations Act.

Each director is entitled to remuneration from our company for his or her services as decided by the directors but the total amount provided to all directors for their services as directors must not exceed in aggregate in any financial year the amount fixed by us in general meeting. The remuneration of an executive director must not include a commission on, or a percentage of, profits or operating revenue. Remuneration may be provided in the manner that the directors decide, including by way of non-cash benefits. There is also provision for directors to be paid extra remuneration (as determined by the directors) if they devote special attention to our business or otherwise perform services which are regarded as being outside of their ordinary duties as directors or, at the request of the directors, engage in any journey on our business. Directors are also entitled to be paid all travelling and other expenses they incur in attending to our affairs, including attending and returning from general meetings or board meetings, or meetings of any committee engaged in our business.

Directors also may exercise all the powers of the company to borrow or raise money, to charge any of the company's property or business or any of its uncalled capital, and to issue debentures or give any security for a debt, liability or obligation of the company or of any other person.

General Meetings

A general meeting of shareholders may be called by a directors' resolution or as otherwise provided in the Corporations Act. The Corporations Act requires the directors to call a general meeting on the request of shareholders with at least 5% of the vote that may be cast at the general meeting. Shareholders with at least 5% of the votes that may be cast at a general meeting may also call, and arrange to hold, a general meeting themselves. In addition, where it is impracticable to call the meeting in any other way, an Australian court of competent jurisdiction may order a meeting of our members to be called.

The Corporations Act requires at least 21 clear days of notice to be given for a general meeting. Notice of a general meeting must be given to each person who, at the time of giving the notice, is a member, director or auditor of ours, or is entitled to a share because of the death of a shareholder (and who has satisfied the directors of his or her right to be registered as the holder of, or to transfer, the shares).

The notice of meeting must include the date and time of the meeting, the location, an electronic address, planned business for the meeting, information about any proposed special resolutions and information about proxy votes.

Changes in Capital

Australia does not have a limit on the authorized share capital that may be issued and do not recognize the concept of par value under Australian law.

Indemnity

We have agreed to indemnify our current and past directors and other executive officers on a full indemnity basis and to the fullest extent permitted by law against all liabilities incurred by the director or officer as a result of their holding office or a related body corporate.

We maintain insurance for each director and officer against any liability incurred by the director or officer as a result of their holding office or a related body corporate.

Disposal of assets

The Corporations Act does not specifically preclude a company from disposing of its assets, or a significant portion of its assets. Subject to any other provision which may apply, a company may generally deal with its assets as it sees fit without seeking shareholder approval.

Rights of non-resident or foreign shareholders not residing in, or foreign to, Australia

There are no specific limitations in the Corporations Act which restrict the acquisition, ownership or disposal of shares in an Australian company by non-resident or foreign shareholders not residing in, or foreign to, Australia. The Australian Foreign Acquisitions and Takeovers Act 1975 (Cth) regulates investment in Australian companies and may restrict the acquisition, ownership and disposal of our shares by non-resident or foreign shareholders not residing in, or foreign to, Australia.

Exchange Act Registration; Listing of our Securities

Our Ordinary Shares are registered under the Exchange Act and trade on the Nasdaq Capital Market under the symbol "NAKD." The last sale price of our Ordinary Shares on January 3, 2022, was US$5.40 per share. As of the date of this report, no other class of our securities is listed on any national securities exchange or automated quotation system.

Our Transfer Agent

The transfer agent for our Ordinary Shares is Continental Stock Transfer & Trust Company.

Our Constitution is filed with this report as Exhibit 3.1 and is incorporated herein by reference. The foregoing description of the Constitution does not purport to be complete and is qualified in its entirety by reference to such exhibit.

Material Agreements

The description of the Combination and the terms of the Acquisition Agreement, as set forth in the Signing 6-K in the section titled "Item 1.01 Entry into a Material Definitive Agreement—The Combination—The Acquisition Agreement" and of the Divestiture, as set forth in this report under the section titled "Item 1.01. Entry into a Material Definitive Agreement—Divestiture of FOH," are incorporated by reference herein. For descriptions of the documents entered into in connection with the closing of the Combination, see Item 1.01 to this report.

During the preceding two years, Cenntro or its parent company, CAG, has been party to the following material agreements, each of which is described elsewhere in this report or the other reports that we have filed with the SEC:

- Plant Lease Agreement, dated December 2020, by and between Administrative Commission of Changxing Branch, Huzhou Taihu South Industrial Zone and CAG HK (See the section titled "Cenntro's Management's Discussion and Analysis of Financial Condition and Results Of Operations—Liquidity and Capital Resources—Borrowings and Contractual Obligations" in the Signing 6-K).

- Amended and Restated 2016 Incentive Stock Option Plan (See the section titled "Directors, Senior Management and Employees ——Compensation" included in Item 1.02 of this report).

- Cenntro Electric Group Limited 2022 Stock Incentive Plan (See the section titled "Directors, Senior Management and Employees——Compensation" included in Item 1.02 of this report).

- Cenntro Electric Group Limited 2022 Employee Stock Purchase Plan (See the section titled "Directors, Senior Management and Employees——Compensation" included in Item 1.02 of this report).

- Employment Agreement, dated August 20, 2017, by and between Peter Z. Wang and CAG (See the section titled "Directors, Senior Management and Employees—Compensation" included in Item 1.02 of this report).

- Amended and Restated Offer Letter, dated June 28, 2021, by and between Edmond Cheng, CAG and, for limited purposes, CEG (See the section titled "Directors, Senior Management and Employees—Compensation" included in Item 1.02 of this report).

- Amendment to Amended and Restated Offer Letter, dated October 1, 2021, by and between Edmond Cheng, CAG and, for limited purposes, CEG (See the section titled "Directors, Senior Management and Employees—Compensation" included in Item 1.02 of this report).

- Offer Letter, dated June 1, 2021, by and between Marianne McInerney and CAG and, for limited purposes, CEG (See the section titled "Directors, Senior Management and Employees—Compensation" included in Item 1.02 of this report).

- Employment Agreement, dated August 20, 2017, by and between Tony Tsai and CAC (See the section titled "Directors, Senior Management and Employment —Compensation" included in Item 1.02 of this report).

- Agreement, dated June 23, 2020, among Tropos Technologies Inc., Mosolf SE & Co. KG, CAG HK and Tropos Motors Europe GmbH; and Memorandum of Understanding, dated October 16, 2020, between Tropos Technologies, Inc., CAG HK and Tropos Motors Europe GmbH (See the section titled "Business Overview—Our Channel Partners and Channel Partner Network" included in Item 1.02 of this report).

- Manufacturing License Agreement, dated April 27, 2017, by and between Ayro, Inc. and CAG HK, and amendments A and B thereto (See the section titled "Business Overview—Our Channel Partners and Channel Partner Network" included in Item 1.02 of this report).

- Memorandum and Understanding, dated March 22, 2020, by and between CAG HK and Ayro, Inc. (See the section titled "Business Overview——Our Channel Partners and Channel Partner Network" included in Item 1.02 of this report).

Material Weaknesses

Prior to the completion of Combination, Cenntro was a private company with limited accounting personnel and other resources with which to address its internal control over financial reporting in accordance with requirements applicable to public companies. As a private company, historically Cenntro had not retained a sufficient number of professionals with an appropriate level of accounting knowledge, training and experience to appropriately analyze, record and disclose accounting matters under GAAP. A material weakness is a deficiency, or a combination of control deficiencies, in internal control over financial reporting such that there is a reasonable possibility that a material misstatement of the company's annual or interim financial statements will not be prevented or detected on a timely basis. During the preparation of its 2019 and 2020 combined financial statements, Cenntro's management identified a material weakness in its internal control over financial reporting: specifically, that it had not historically had adequate accounting staff generally in its finance and accounting department, particularly with respect to (i) the preparation of financial statements prepared in accordance with GAAP and the inclusion of proper disclosures in the related footnotes, and (ii) the design, documentation and implementation of internal controls surrounding risk management and financial reporting processes.

Management's Plan for Remediation of Material Weaknesses

Cenntro's management team has taken certain actions to remediate this material weakness and to strengthen Cenntro's internal control over financial reporting and risk management, such as the hiring of an experienced Chief Financial Officer, Mr. Edmond Cheng, in April 2021. We intend to take additional actions, such as to hire additional personnel with greater familiarity with GAAP and SEC reporting requirements. In addition, as a result of the Combination, internal control over financial reporting and risk management will be overseen by an audit committee with significant experience in overseeing the preparation of financial statements in accordance with GAAP and compliance with SEC reporting requirements.

We cannot assure you that the measures that Cenntro has taken or that we will take in the future will be sufficient to remediate the material weakness Cenntro identified or avoid the identification of additional material weaknesses in the future. To the extent we are unable to remediate this material weakness or unable to identify future material weaknesses in our internal control over financial reporting, such material weakness could severely inhibit our ability to accurately report our financial condition or results of operations and could cause future investors to lose confidence in the accuracy and completeness of our financial reports, the market price of our Ordinary Shares could decline, we could be delisted from the Nasdaq Capital Market, we could become subject to litigation from investors and shareholders, and we could be subject to sanctions or investigations by the SEC or other regulatory authorities. Failure to remedy any material weakness in our internal control over financial reporting, or to implement or maintain other effective control systems required of public companies, could also restrict our future access to the capital markets.

Item 3.03 Material Modification to Rights of Security Holders.

The disclosure regarding the amendment to the Company's Constitution, included in Item 1.01 of this report under the heading "Relationship Agreement" and under Item 2.01 of this report under the heading "Director Term of Office," is incorporated by reference herein.

This summary does not purport to be complete and is qualified in its entirety by reference to the text of the Company's Constitution, which is included as Exhibit 3.1 hereto and incorporated by reference herein.

Item 5.01 Changes in Control of Registrant.

The disclosure included in the "Notice of Extraordinary Meeting," attached as Exhibit 99.1 to the Report of Foreign Private Issuer on Form 6-K filed with the SEC on November 24, 2021, under the heading, "Resolution 1 – Approval of Proposed Transaction" is incorporated herein by reference. The information set forth in Item 1.01 of this report under the heading "Entry into a Material Definitive Agreement—Relationship Agreement" and Item 2.01 of this report is incorporated by reference herein.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

In accordance with the Acquisition Agreement, at the Closing, Andrew Shape and Kelvin Dean Fitzalan (the "Prior Directors") resigned from the Board of Directors and any respective committees of the board of directors to which they belonged. The resignations of the Prior Directors was not the result of any disagreement with the Company relating the Company's operations, policies or practices. At the December 2021 EGM, the ordinary shareholders approved resolutions awarding payments of $1.0 million, in connection with the Combination, to each non-executive independent director (or an entity related thereto) of the Company prior to the Closing. In accordance with such resolutions, on December 30, 2021, the Company paid $1.0 million to each of Messrs. Andrew Shape, Kelvin Fitzalan and Simon Tripp.

Also in accordance with the Acquisition Agreement, at the Closing, each of Messrs. Justin Davis-Rice, former Chief Executive Officer of the Company, and Mark Ziirsen, former Chief Financial Officer of the Company, resigned as an officer of the Company. As previously reported, in September 2021, NBG's board of directors granted to an entity associated with Mr. Davis-Rice an incentive award (the "Incentive Award"), as follows: on the first, second and third anniversary of the grant of the Incentive Award, Mr. Davis-Rice's associated entity would be granted Ordinary Shares with a market value equal to 1.5% of the increase in the Company's total market capitalization since the grant of the Incentive Award. The market value of the Ordinary Shares to be issued and the total market capitalization would be determined based on the daily volume weighted average price for the Ordinary Shares for the five trading days immediately prior to the applicable anniversary. The payment of the Incentive Award would be accelerated in the event of a change in control of NBG (including the Combination), and the Ordinary Shares issued in the change in control generally would be included in determining the total market capitalization. In connection with the Combination, NBG issued approximately 7,151,612 Ordinary Shares to Mr. Davis-Rice's associated entity upon settlement of the Incentive Award. Also as previously reported, in January 2021, NBG's board of directors granted to an entity associated with Mr. Davis-Rice phantom warrants with a strike price equal to US$0.37 (the 20-day volume-weighted average price of the Ordinary Shares). The phantom warrants vested in three tranches, with the first tranche having vested immediately, the second tranche having vested on July 21, 2021 and the third tranche scheduled to vest on January 21, 2022. Each tranche covered 1.5% of the outstanding NBG ordinary shares as of the date of vesting and would expire three years after its vesting date. Upon exercise, NBG would net cash settle the phantom warrants. The first and second tranches both were exercised and settled prior to the Combination. In order to facilitate the Combination, an agreement was reached for the third tranche to be accelerated upon consummation of the Combination and for the Ordinary Shares issued in the Combination to be included in the determination of the settlement amount. In connection with the Combination, NBG paid approximately $20.2 million in settlement of the phantom warrants.

Pursuant to the Shareholder Resolutions, at Closing, Messrs. Peter Z. Wang, Chris Thorne and Joe Tong were appointed as directors of the Company, with Mr. Wang acting as Managing Director and Chairman of the Board, and Messrs. Justin Davis-Rice and Simon Charles Howard Tripp were re-appointed as directors of the Company. The description of non-executive director compensation, as set forth under the heading "Directors, Senior Management And Employees—Compensation," is incorporated by reference herein.

In accordance with the Shareholder Resolutions, on December 30, 2021, the Board of Directors appointed the following individuals as offers of the Company:

Peter Z. Wang	Chief Executive Officer
Edmond Cheng	President and Chief Financial Officer
Marianne McInerney	Executive Vice President and Chief Marketing Officer
Wei Zhong	Chief Technology Officer
Tony W. Tsai	Vice President, Corporate Affairs and Company Secretary

There are no family relationships among any of the Company's directors and executive officers. Biographical information regarding the Company's newly appointed officers is set forth in Item 2.01 of this report under the heading "Directors, Senior Management And Employees—Directors and Senior Management" hereto is incorporated herein by reference.

At the closing of the Combination, the Company assumed the existing employment agreements that each of the above-listed officers had entered into with Cenntro prior to the Combination. The descriptions of such employment agreements with CAG, as set forth in Item 2.01 of this report under the section titled "Directors, Senior Management And Employees—Compensation," hereto is incorporated by reference herein. The summaries of the employment agreements above are qualified in their entirety by reference to the text of such agreements, which are included as Exhibits 10.9, 10.10, 10.11, 10.12, 10.13 and 10.14 hereto and incorporated herein by reference.

Item 5.03 Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.

The disclosure regarding the amendment to the Company's Constitution, included in Item 1.01 of this report under the heading "Relationship Agreement" and under Item 2.01 of this report under the heading "Director Term of Office," is incorporated by reference herein. This summary does not purport to be complete and is qualified in its entirety by reference to the text of the Company's Constitution, which is included as Exhibit 3.1 hereto and incorporated by reference herein.

In connection with the closing of the Combination, on December 30, 2021 the Board of Directors adopted resolutions approving the change in the Company's fiscal year from January 31 to December 31. The Combination was accounted for as a reverse recapitalization in which Cenntro was determined to be the accounting acquirer and the historical financial statements of the Company going forward will be those of Cenntro, which has historically reported on a calendar year. The Company's change in fiscal year will not require the Company to file a transition report with the SEC.

Item 9.01. Financial Statements and Exhibits.

(a) Financial statements of businesses acquired

The audited combined consolidated financial statements of Cenntro for the year ended December 31, 2020 and the related notes thereto are set forth in the Signing 6-K and are incorporated by reference herein.

The unaudited condensed combined financial statements of Cenntro for the six months ended June 30, 2021 and the related notes thereto are set forth in the Signing 6-K and are incorporated by reference herein.

(b) Pro forma financial information

The unaudited pro forma condensed combined financial statements relating to the Combination are set forth in the Signing 6-K and are incorporated by reference herein.

The information contained in this Form 6-K, including the attachments hereto and the exhibits hereto, shall be incorporated by reference in the Company's registration statements on Form F-3 and F-1 (File Nos. 333-226192, 333-230757, 333-232229, 333-235801, 333-243751, 333-249490, 333-249547, 333-254245 and 333-256258) and the prospectuses included therein.

(d) Exhibits.

Below is a list of exhibits included with this Report of Foreign Private Issuer on Form 6-K.

Exhibit No.	Description
2.1	Stock Purchase Agreement, dated November 5, 2021, by and among Naked Brand Group Limited ACN 619 054 938, Cenntro Automotive Group Limited (Cayman), Cenntro Automotive Group Limited (Hong Kong), Cenntro Automotive Corporation and Cenntro Electric Group, Inc. (incorporated by reference to Exhibit 10.1 to the Company's Report of Foreign Private Issuer on Form 6-K, File No. 001-38544, filed with the SEC on November 8, 2021).
3.1	Constitution of Cenntro Electric Group Limited ACN 619 054 938
4.1	Specimen Ordinary Share Certificate.
10.1	Local Sale and Purchase Agreement, dated December 30, 2021, by and between Naked Brand Group Limited and Cenntro Automotive Group Limited (Cayman).
10.2	Registration Rights Agreement, dated December 30, 2021, by and among Naked Brand Group Limited and the parties thereto.
10.3	Relationship Agreement, dated December 30, 2021, by and among Naked Brand Group Limited, Peter Z. Wang, Cenntro Enterprise Limited and Trendway Capital Limited.
10.4	Form of Lock-Up Agreement (incorporated by reference to Exhibit 10.4 to the Company's Report of Foreign Private Issuer on Form 6-K, File No. 001-38544, filed with the SEC on November 8, 2021).
10.5+	Cenntro Electric Group Limited 2022 Stock Incentive Plan (and Forms of Stock Option Agreement, Cash-Settled Option Agreement, Restricted Stock Agreement and Restricted Stock Unit Agreement (and each agreement's Notice of Exercise and Grant Notice, as applicable)).
10.6+	Cenntro Electric Group Limited 2022 Employee Stock Purchase Plan.
10.7+	Cenntro Electric Group Limited Amended and Restated 2016 Incentive Stock Option Plan.
10.8	Plant Lease Agreement, dated December 2020, by and between Administrative Commission of Changxing Branch, Huzhou Taihu South Industrial Zone and Cenntro Automotive Group Limited (Hong Kong) (English Translation).
10.9+	Employment Agreement, dated August 20, 2017, by and between Peter Z. Wang and Cenntro Automotive Group Limited.
10.10+	Amended and Restated Offer Letter, dated June 28, 2021, by and between Edmond Cheng, Cenntro Automotive Group Limited and, for limited purposes, Cenntro Electric Group, Inc.
10.11+	Addendum to Amended and Restated Offer Letter, dated October 1, 2021, by and between Edmond Cheng and Cenntro Automotive Group Limited.
10.12+	Offer Letter, dated June 1, 2021, by and between Marianne McInerney and Cenntro Automotive Group Limited.
10.13+	Employment Agreement, dated August 20, 2017, by and between Tony W. Tsai and Cenntro Automotive Corporation.
10.14+	Employment Agreement, dated as of November 26, 2017, by and between Wei Zhong and Hangzhou Ronda Tech Co., Ltd.
10.15†	Agreement, dated June 23, 2020, among Tropos Technologies Inc., Mosolf SE & Co. KG, Cenntro Automotive Group Limited (Hong Kong) and Tropos Motors Europe GmbH.
10.16†	Memorandum of Understanding, dated October 16, 2020, between Tropos Technologies, Inc., Cenntro Automotive Group Limited and Tropos Motors Europe GmbH.
10.17†	Manufacturing License Agreement, dated April 27, 2017, by and between Ayro, Inc. (f/k/a Austin EV, Inc.) and Cenntro Automotive Group Limited (Hong Kong).
10.18	Amendment A to the Manufacturing License Agreement, dated February 22, 2019, by and between Ayro, Inc. (f/k/a Austin EV, Inc.) and Cenntro Automotive Group Limited (Hong Kong).
10.19	Amendment B to the Manufacturing License Agreement, dated March 19, 2020, by and between Ayro, Inc. and Cenntro Automotive Group Limited (Hong Kong).
10.20†	Memorandum and Understanding, dated March 22, 2020, by and between Cenntro Automotive Group, Ltd. and Ayro, Inc.
10.21	Entrustment Agreement, dated December 4, 2021, by and between Cenntro Electric Group, Inc. and Cedar Europe GmbH.
10.22	Lease Agreement for Commercial Space, dated as of December 26, 2021, by and between Cedar Europe GmbH and Stefan Schoppmann (English Translation).
10.23	Term Sheet, dated December 30, 2021, by and among Naked Brand Group Limited, Bendon Limited and FOH Online Corp.

† Information in this exhibit identified by brackets is confidential and has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type the Company treats as private or confidential.

+ Management contract or compensatory plan.

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Dated: January 5, 2022

CENNTRO ELECTRIC GROUP LIMITED

By: /s/ Peter Z. Wang
Name: Peter Z. Wang
Title: Chief Executive Officer

Exhibit 3.1

Constitution

—

Cenntro Electric Group Limited | ACN 619 054 938

—

Amended 30 December 2021

Constitution

Cenntro Electric Group Limited | ACN 619 054 938

1. Preliminary

1.1 Definitions

In this constitution:

Term	Definition
AGM	means an annual general meeting of the company that the Corporations Act requires to be held.
Business Day	has the meaning given to that term in the Listing Rules.
Board	means the board of directors of the Company.
Corporations Act	means *Corporations Act 2001* (Cth).
Exchange	means NASDAQ Stock Market or another body corporate declared by the directors to be the company's primary stock exchange for the purposes of this definition.
IPO	means an initial public offering of Shares (or the shares in the capital of any special purpose holding company formed for the purpose of an initial public offer) made under a prospectus lodged with the relevant regulatory body stating that the Company (or the relevant holding company) has applied or will apply, in conjunction with the offering, for quotation of the Shares (or shares in the capital of the relevant holding company) on an Exchange.
Listing Rules	means the listing rules of the Exchange.
Record Time	means: (a) in the case of a meeting for which the caller of the meeting has decided, under the Corporations Act, that shares are to be taken to be held by the persons who held them at a specified time before the meeting, that time; and (b) in any other case, the time of the relevant meeting.
Relevant Law	means the Corporations Act, the Listing Rules and the Settlement Operating Rules.
Representative	means, for a member which is a body corporate and for a meeting, a person authorised under the Corporations Act (or a corresponding previous law) by the body corporate to act as its representative at the meeting.
Settlement Operating Rules	means the operating rules of the relevant Exchange.
Shares	means issued shares irrespective of their class in the capital of the Company, as the context requires, and Share means one issued share in the capital of the Company.

1.2 Interpretation

In this constitution:

(a) a reference to a partly paid share is a reference to a share on which there is an amount unpaid;

(b) a reference to an amount unpaid on a share includes a reference to any amount of the issue price which is unpaid;

(c) a reference to a call or an amount called on a share includes a reference to a sum that, by the terms of issue of a share, becomes payable at one or more fixed times;

(d) a reference to a member for the purposes of a meeting of members for which the caller of the meeting has determined a Record Time is a reference to a registered holder of shares at the relevant Record Time;

(e) a reference to a member present at a general meeting is a reference to a member present in person or by proxy, attorney or Representative;

(f) a reference to a person holding or occupying a particular office or position is a reference to any person who occupies or performs the duties of that office or position;

(g) unless the contrary intention appears:

(i) a reference to a person includes a corporation, trust, partnership, unincorporated body, government and local authority or agency, or other entity whether or not it comprises a separate legal entity;

(ii) a reference to a person includes that person's successors, legal personal representatives, permitted substitutes and permitted assigns;

(iii) a reference to legislation or to a provision of legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;

(iv) a reference to the Listing Rules or the Settlement Operating Rules includes any variation, consolidation or replacement of those rules and is to be taken to be subject to any applicable waiver or exemption;

(v) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;

(vi) a reference to a rule is a reference to a rule of this constitution;

(vii) a reference to a document or agreement (including a reference to this document) is to that document or agreement as amended, supplemented, varied or replaced; and

(viii) if any day on or by which a person must do something under this document is not a Business Day, then the person must do it on or by the next Business Day; and

(h) headings are for convenience only and do not affect interpretation.

1.3 Application of the Relevant Law

(a) The replaceable rules in the Corporations Act do not apply to the company.

(b) A reference to the Exchange, the Listing Rules or the Settlement Operating Rules only applies while the company is included in the official list of the Exchange.

(c) Where an expression is used in a manner consistent with a provision of the Relevant Law, the expression has the same meaning as in that provision.

(d) While the company is included in the official list of the Exchange, the following rules apply:

(i) despite anything contained in these rules, if the Listing Rules prohibit an act being done, the act must not be done;

(ii) nothing contained in these rules prevents an act being done that the Listing Rules require to be done;

(iii) if the Listing Rules require an act to be done or not to be done, authority is given for that act to be done or not to be done (as the case may be);

(iv) if the Listing Rules require these rules to contain a provision and they do not contain that provision, these rules are taken to contain that provision;

(v) if the Listing Rules require these rules not to contain a provision and they contain that provision, these rules are taken not to contain that provision; and

(e) if any provision of these rules is or becomes inconsistent with the Listing Rules, these rules are taken not to contain that provision to the extent of the inconsistency.

1.4 Exercising powers

(a) The company may exercise any power, take any action or engage in any conduct which the Corporations Act permits a company limited by shares to exercise, take or engage in.

(b) A power conferred on a person to do a particular act or thing under this constitution includes, unless the contrary intention appears, a power (exercisable in the same way and subject to the same conditions) to repeal, rescind, revoke, amend or vary that act or thing.

(c) A power conferred under this constitution to do a particular act or thing:

(i) may be exercised from time to time and subject to conditions; and

(ii) may, where the power concerns particular matters, be exercised for only some of those matters or as to a particular class of those matters, and to make different provision concerning different matters or different classes of matters.

(d) Where a power to appoint a person to an office or position is conferred under this constitution (except the power to appoint a director under rule 19.2(a)) the power includes, unless the contrary intention appears, a power to:

(i) appoint a person to act in the office or position until a person is appointed to the office or position;

(ii) remove or suspend any person appointed (without prejudice to any rights or obligations under any contract between the person and the company); and

(iii) appoint another person temporarily in the place of any person removed or suspended or in the place of any sick or absent holder of the office or position.

(e) Where this constitution gives power to a person to delegate a function or power:

(i) the delegation may be concurrent with, or (except in the case of a delegation by the directors) to the exclusion of, the performance or exercise of that function or power by the person;

(ii) the delegation may be either general or limited in any way provided in the terms of delegation;

(iii) the delegation need not be to a specified person but may be to any person holding, occupying or performing the duties of a specified office or position;

(iv) the delegation may include the power to delegate; and

(v) where performing or exercising that function or power depends on that person's opinion, belief or state of mind about a matter, that function or power may be performed or exercised by the delegate on the delegate's opinion, belief or state of mind about that matter.

2. Capital

2.1 Shares

Subject to this constitution and the Relevant Law, the directors may:

(a) issue and cancel shares;

(b) grant options over unissued shares;

(c) settle the manner in which fractions of a share are to be dealt with; and

(d) decide:

(i) the persons to whom shares are issued or options are granted;

(ii) the terms on which shares are issued or options are granted; and

(iii) the rights and restrictions attached to those shares or options.

2.2 Preference share rights

(a) The company may issue preference shares including preference shares which are, at the option of the company or holder, liable to be redeemed or converted to ordinary shares.

(b) Each preference share confers on the holder the right to:

(i) receive a preferential dividend, in priority to the payment of any dividend on the ordinary shares, at a rate (which may be fixed or variable) and on the basis (including whether cumulative or not) decided by the directors at the time of issue;

(ii) participate with the ordinary shares in profits and assets of the company, including on a winding up, if and to the extent the directors decide at the time of issue;

(iii) in a winding up and on redemption, payment in priority to the ordinary shares of:

(A) the amount of any dividend accrued but unpaid on the share at the date of winding up or the date of redemption; and

(B) any additional amount specified in the terms of issue;

(iv) (to the extent directors may decide at the time of issue), a bonus issue or capitalisation of profits in favour of holders of those shares only; and

(v) vote at any general meeting of the company, but only in the following circumstances:

(A) on a proposal to reduce the share capital of the company, affect the rights attached to the share, to wind up the company or for the disposal of the whole of the property, business and undertaking of the company;

(B) on a resolution to approve the terms of a buy-back agreement;

(C) during a period in which a dividend or part of a dividend on the share is in arrears;

(D) during the winding up of the company; or

(E) in any other circumstances in which the Listing Rules require holders of preference shares to be entitled to vote.

(c) On a poll on a matter listed in rule 2.2(b)(v), the holder of a preference share is entitled to one vote per share or the number of votes specified in, or determined under, the terms of issue for the share.

(d) If the preference share is redeemable, the company must redeem the share and pay to, or to a person directed by the holder, the amount payable on redemption of the share, as and when required by the terms of issue.

2.3 Alteration of share capital

Subject to the Corporations Act, the company may resolve to convert or reclassify shares from one class to another and the directors may do anything required to give effect to that resolution.

2.4 Variation of class rights

(a) The rights attached to any class of shares may, unless their terms of issue state otherwise, be varied:

(i) with the written consent of the holders of 75% of the shares of the class; or

(ii) by a special resolution passed at a separate meeting of the holders of shares of the class.

(b) The rights conferred on the holders of any class of shares are to be taken as not having been varied by the creation or issue of further shares ranking equally with them.

2.5 Restricted securities

(a) If the Exchange classifies any of the company's share capital as 'restricted securities', then, despite anything in this constitution:

(i) the restricted securities must not be disposed of during the escrow period except as permitted by the Listing Rules or the Exchange;

(ii) the company must, except as permitted by the Listing Rules or the Exchange, refuse to acknowledge a disposal of the restricted securities during the escrow period; and

(iii) the member holding the restricted securities ceases to be entitled to any dividend or distribution and to any voting rights for those restricted securities for so long as a breach of the Listing Rules relating to restricted securities or a breach of the restriction agreement for the restricted securities subsists.

(b) If at any time the Board resolves by the unanimous approval of all the Directors in favour of an IPO, each shareholder must:

(i) accept any lock-up or escrow requirements imposed, under which the shareholders' rights to dispose of their Shares (or shares in any special purpose holding company formed for the purpose of the IPO) are limited for a period of time regardless of the lock-up or escrow period imposed by the relevant Exchange or requested by any financial adviser or underwriter to the IPO; and

(ii) sign any lock-up or escrow agreements at the request of the Company.

(c) Each shareholder:

(i) severally and irrevocably appoints any two Directors jointly as its agent and attorney with power to do anything on behalf of the shareholder that it is required to do, but has failed to do, under rule 2.5(b), including the power for any two Directors together on behalf of that shareholder to sign any lock-up or escrow agreement;

(ii) declares that it is bound by, and will ratify and confirm, anything done by any Director under this power of attorney; and

(iii) declares that this power of attorney is given for valuable consideration and is irrevocable.

3. Certificates

3.1 Issue of certificates

(a) Subject to the Relevant Law, the company:

(i) need not issue certificates for shares if the directors decide; and

(ii) may issue certificates for shares, cancel any certificates for shares, and replace lost or destroyed or defaced certificates for shares, on the basis and in the form which the directors decide.

(b) The company must issue to a shareholder any statements of the holding of shares registered in the shareholder's name as required by the Relevant Law.

3.2 Cancellation of certificates

Where the directors have, under rule 3.1(a), decided not to issue certificates for securities or to cancel existing certificates, a shareholder has the right to receive statements of the holdings of the shareholder as are required to be distributed to a shareholder under the Relevant Law.

4. Register

4.1 Joint holders

Where two or more persons are registered as the holders of a share, they are taken to hold the shares as joint tenants with benefits of survivorship subject to the following provisions:

(a) the company is not bound to register more than three persons as the holders of the shares (except in the case of trustees, executors or administrators of a deceased shareholder);

(b) the joint holders are jointly and severally liable for all payments which ought to be made in respect of the shares;

(c) only the person whose name appears first in the register as one of the joint holders of the shares is entitled, if the company is required by the Relevant Law or this constitution to issue certificates for shares, to delivery of a certificate for the shares; and

(d) any one of the joint holders may vote at any meeting of the company either personally or by duly authorised representative, proxy or attorney, in respect of the shares as if that joint holder was solely entitled to the shares, and if more than one of the joint holders are present at any meeting personally or by duly authorised representative, proxy or attorney, the joint holder who is present whose name appears first in the register for the shares is entitled alone to vote in respect of the shares.

4.2 Equitable and other claims

The registered holder of a share may be treated as the absolute owner of that share by the company. The company is under no obligation to:

(a) recognise a person as holding a share on trust, even if the company has notice of a trust; or

(b) recognise, or be bound by, any equitable, contingent, future or partial claim to or interest in a share by any other person, except an absolute right of ownership in the registered holder, even if the company has notice of that claim or interest.

5. Calls on shares

5.1 Power to make calls

The directors may:

(a) make a call on a member for any money unpaid on the shares of that member which is not, by the terms of issue of those shares, made payable at fixed times;

(b) require a call to be paid by instalments; and

(c) revoke or postpone a call.

5.2 Time of calls

A call is taken to have been made when the directors' resolution authorising the call is passed or on a later date fixed by the directors.

5.3 Notice of calls

The company must give notice of a call at least 30 Business Days (or any longer period required by the Listing Rules) before the amount called is due, specifying the time and place of payment.

5.4 Payment of calls

Each member must pay to the company, by the time and at the place specified, the amount called on the member's shares.

5.5 Fixed instalments

Subject to the notice requirements under the Listing Rules, any amount unpaid on a share that, by the terms of issue of the share, becomes payable on issue or at a fixed date is taken to be subject to a call duly made and is payable under the terms of issue of the share.

5.6 Failure to pay

(a) If a member does not pay the amount due under a call in rule 5, by the time specified, the member must pay:

(i) interest on the unpaid amount from the date payment is due to the date payment is made, at a rate calculated under rule 10; and

(ii) any costs, expenses or damages the company incurs due to the failure to pay.

(b) The directors may waive payment under this rule wholly or in part.

5.7 Proof of call

In a proceeding to recover a call, or an amount payable due to the failure to pay or late payment of a call, proof that:

(a) the name of the defendant is entered in the register of members as the holder or one of the holders of the share on which the call is claimed;

(b) the resolution making the call is recorded in the minute book; and

(c) notice of the call was given to the defendant complying with this constitution, is conclusive evidence of the debt.

5.8 Payments in advance of calls

The directors may:

(a) accept from a member the whole or a part of the amount unpaid on a share even though no part of that amount has been called;

(b) authorise payment by the company of interest on that amount, until the amount becomes payable, at a rate fixed by the directors; and

(c) repay to a member any amount accepted under rule 5.8.

5.9 Waiver

The directors may, to the extent the law permits, waive or compromise all or part of any payment due to the company under the terms of issue of a share or under rule 5.

6. Forfeiture of shares

6.1 Forfeiture procedure

Subject to the Relevant Law, the company may by directors' resolution forfeit a member's share if:

(a) that member does not pay a call or other amount payable for that share on or before the date for its payment;

(b) the company gives the member written notice:

(i) requiring the shareholder to pay that call or other amount; and

(ii) stating that the share is liable to be forfeited if the member does not pay to the company, at the place specified in the notice, the amount specified in the notice, within 14 days (or any longer period specified) after the date of the notice; and

(c) that shareholder does not pay that amount under that notice.

6.2 Notice of forfeiture

(a) The company must:

(i) notify a person who held the forfeited share immediately before the forfeiture, of a resolution under rule 6.1 relating to the forfeited share; and

(ii) enter the forfeiture and its date in the register of members.

(b) Any failure to do so does not invalidate the forfeiture.

6.3 Effect of forfeiture

(a) A forfeiture under rule 6.1 includes all dividends, interest and other amounts payable by the company on the forfeited share and not actually paid before the forfeiture.

(b) A forfeited share becomes the property of the company and the directors may:

(i) sell, reissue or otherwise dispose of the share as they think fit; and

(ii) in the case of reissue, or other disposal, with or without crediting as paid up any amount paid on the share by any former holder.

(c) A person whose shares have been forfeited ceases to be a member as to the forfeited shares, but must, if the directors decide, pay to the company:

(i) all calls and other amounts owing on the shares at the time of the forfeiture; and

(ii) interest on the unpaid part of the amount payable under rule 6.3(c)(i), from the date of the forfeiture to the date of payment, at a rate calculated under rule 10.

(d) A forfeiture under rule 6.1 extinguishes all interest in, and all claims against the company relating to, the forfeited share and, subject to rule 9(j), all other rights attached to the share.

(e) The directors may:

(i) exempt a share from all or part of this rule;

(ii) waive or compromise all or part of any payment due to the company under this rule; and

(iii) before a forfeited share has been sold, reissued or otherwise disposed of, cancel the forfeiture on the conditions they decide.

7. Lien on shares

7.1 Existence of lien

Subject to the Relevant Law, the company has a first and paramount lien on each share for:

(a) all due and unpaid calls and instalments for that share;

(b) all money payable to the company by the member under an employee incentive scheme;

(c) all money which the company is required by law to pay, and has paid, for that share;

(d) reasonable interest on the amount due from the date it becomes due until payment; and

(e) reasonable expenses of the company relating to the default on payment.

7.2 Lien on distributions

A lien under rule 7.1 extends to all distributions for that share, including dividends.

7.3 Sale under lien

(a) The directors may sell a share on which the company has a lien as they think fit where:

(i) an amount for which a lien exists under this rule is presently payable; and

(ii) the company has given the registered holder a written notice, at least 14 days before the date of the sale, stating and demanding payment of that amount.

(b) The directors may do anything necessary or desirable under the Settlement Operating Rules to protect any lien, charge or other right to which the company is entitled under this constitution or a law.

7.4 Extinguishment of lien

The company's lien over a member's shares is released (so far as it relates to amounts owing by the transferor or any predecessor in title) when the company registers a transfer of the shares without giving the transferee notice of its claim.

7.5 Company's right to recover payments

If any law of any place imposes on the company the liability to make a payment for a member or a share held by that member, the member or, if the member is dead, the member's legal personal representative must:

(a) indemnify the company against that liability;

(b) on demand reimburse the company for any payment made; and

(c) pay interest on the unpaid part of the amount payable to the company under rule 7.5(b), from the date of demand until the date the company is reimbursed in full for that payment, at a rate calculated under rule 10.

7.6 Exemption from lien

The directors may:

(a) exempt a share from all or part of this rule; and

(b) waive or compromise all or part of any payment due to the company under this rule.

8. Surrender of shares

The directors may accept a surrender of shares by way of compromise of a claim. Any shares surrendered may be sold or re-issued in the same manner as a forfeited share.

9. Sale, reissue or other disposal of shares by the company

(a) A reference in this rule to a sale of a share by the company is a reference to any sale, reissue or other disposal of a share under rule 6.3(b), rule 7.3 or rule 13.

(b) When the company sells a share, the directors may:

(i) receive the purchase money or consideration given for the share;

(ii) effect a transfer of the share or sign or appoint a person to sign, on behalf of the former holder, a transfer of the share; and

(iii) register as the holder of the share the person to whom the share is sold.

(c) A person who the company sells shares to under this rule takes their title to the shares unaffected by any irregularity or invalidity about the sale. There is no need for the buyer to take any steps to investigate the regularity or validity of the sale, or to see how the purchase money or consideration on the sale is applied.

(d) A sale of the share by the company is valid even if an event described in rule 14 occurs to the member before the sale.

(e) The only remedy of a person who suffers a loss because of a sale of a share by the company is a claim for damages against the company.

(f) The proceeds received on the sale of a share by the company are applied:

(i) first, to the expenses of the sale;

(ii) secondly, to all amounts payable (whether presently or not) by the former holder to the company; and

(iii) finally, the balance is paid to the former holder on the former holder delivering to the company proof of title to the shares acceptable to the directors.

(g) Rule 9(f)(i) does not apply to the proceeds of sale arising from a notice under rule 13 (the sale of an unmarketable parcel).

(h) Any proceeds of a sale of a share by the company which have not been claimed or otherwise disposed of according to law may be invested by the directors or otherwise applied to the benefit of the company.

(i) The company is not required to pay interest on money payable to a former holder under this rule.

(j) On completion of a sale, reissue or other disposal of a share under rule 6.3(b), the rights which attach to the share which were extinguished under rule 6.3(d) revive.

(k) A written statement by a director or secretary of the company that a share in the company has been:

(i) duly forfeited under rule 6.1;

(ii) duly sold, reissued or otherwise disposed of under rule 6.3(b); or

(iii) duly sold under rule 7.3 or rule 13,

on a date stated in the statement is conclusive evidence of the facts stated as against all persons claiming to be entitled to the share, and of the right of the company to forfeit, sell, reissue or otherwise dispose of the share.

10. Interest and costs payable

(a) If an amount called or otherwise payable to the company for a share is not paid on or before the time for payment, the person who owes that money must pay:

(i) interest on the unpaid amount:

(A) at a rate fixed by the directors; or

(B) if no rate is fixed, at a rate per annum 2% higher than the rate prescribed for unpaid judgments in the Supreme Court of the state or territory in which the company is registered; and

(ii) all costs the company incurs due to the failure to pay or the late payment.

(b) Interest accrues daily and interest and costs may be capitalised monthly or at any other intervals the directors decide.

(c) The directors may waive payment of interest or costs wholly or in part.

11. Share plans

11.1 Implementing share plans

The directors may adopt and implement one or more of the following plans on the terms they think appropriate:

(a) a re-investment plan under which any dividend or other cash payment for a share or convertible security may, at the election of the person entitled to it, be:

(i) retained by the company and applied in payment for fully paid shares issued under the plan: and

(ii) treated as having been paid to the person entitled and simultaneously repaid by that person to the company to be held by it and applied under the plan;

(b) any other plan under which members or security holders may elect that dividends or other cash payments for shares or other securities:

(i) be satisfied by the issue of shares or other securities of the company or a related body corporate, or that issues of shares or other securities of the company or a related body corporate be made in place of dividends or other cash payments;

(ii) be paid out of a particular reserve or out of profits derived from a particular source; or

(iii) be forgone in consideration of another form of distribution from the company, another body corporate or a trust; or

(c) a plan under which shares or other securities of the company or related body corporate may be issued or otherwise given for the benefit of employees or directors of the company or any of its related bodies corporate.

11.2 Directors' powers and varying, suspending or terminating share plans

The directors:

(a) have all powers necessary or desirable to implement and carry out a plan referred to in rule 11.1 (including a plan approved by members); and

(b) may:

(i) vary the rules governing; or

(ii) suspend or terminate the operation of;

a plan referred to in rule 11.1 (including a plan approved by members) as they think appropriate.

12. Transfer of shares

12.1 Computerised trading

(a) The directors may do anything they consider necessary or desirable and which is permitted under the Relevant Law to facilitate the involvement by the company in any computerised or electronic system established or recognised by the Relevant Law for the purposes of facilitating dealings in securities.

(b) The company must comply with and give effect to the Listing Rules and the Settlement Operating Rules applying to a transfer of shares.

12.2 Transferring shares

(a) Subject to this constitution and to any restrictions attached to a member's shares, a member may transfer any of the member's shares by:

(i) a written transfer in any usual form or in any other form approved by the directors; or

(ii) any other method permitted by the Relevant Law and approved by the directors.

(b) A transfer referred to in rule 12.2(a)(i) must be:

(i) signed by or on behalf of both the transferor and the transferee unless the transfer relates only to fully paid shares and the directors have dispensed with a signature by the transferee or the transfer of the shares is effected by a document which is, or documents which together are, a sufficient transfer of those shares under the Corporations Act;

(ii) duly stamped, if required by law; and

(iii) left for registration at the company's registered office, or at any other place the directors decide, with any evidence the directors require to prove the transferor's title or right to the shares and the transferee's right to be registered as the owner of the shares.

(c) Subject to the powers vested in the directors under rules 12.3(a) and 12.4, where the company receives a transfer complying with rule 12.1, the company must register the transferee named in the transfer as the holder of the shares to which it relates.

(d) A transferor of shares remains the holder of the shares until the transferee's name is entered in the register of members as the holder of the shares.

(e) Subject to the Listing Rules, the company may charge a fee for registering a transfer of shares.

(f) The company may retain a registered transfer for any period the directors decide.

(g) The directors may, to the extent the law permits, waive any of the requirements of rule 12.1 and prescribe alternative requirements instead, to give effect to rule 12.1(a) or for another purpose.

12.3 Power to decline to register transfers

(a) The directors may decline to register, or prevent registration of, a transfer of shares or apply a holding lock to prevent a transfer under the Corporations Act or the Listing Rules where:

(i) the transfer is not in registrable form;

(ii) the company has a lien on any of the shares transferred;

(iii) registration of the transfer may breach a law of Australia or New Zealand;

(iv) the transfer is paper-based and registration of the transfer creates a new holding which, at the time the transfer is lodged, is less than a marketable parcel;

(v) the transfer is not permitted under the terms of an employee share plan; or

(vi) the company is otherwise permitted or required to do so under the Listing Rules or, under the terms of issue of the shares.

(b) If the directors decline to register a transfer, the company must give notice of the refusal as required by the Corporations Act and the Listing Rules. Failure to give that notice does not invalidate the decision of the directors to decline to register the transfer.

(c) The directors may delegate their authority under rule 12.3 to any person.

12.4 Power to suspend registration of transfers

The directors may suspend the registration of transfers at any time, and for any period, permitted by the Settlement Operating Rules that they decide.

13. Unmarketable parcels

13.1 Power of sale

(a) (a) The company may sell a share that is part of an unmarketable parcel if it does so under this rule. The company's power to sell lapses if a takeover (as defined in the Listing Rules) is announced after the directors give notice under rule 13.2 and before the directors enter into an agreement to sell the share.

(b) (b) The directors may, before a sale is effected under this rule, revoke a notice given or suspend or terminate the operation of this rule either generally or in specific cases.

(c) (c) If a member is registered for more than one parcel of shares, the directors may treat the member as a separate member for each of those parcels so that this rule operates as if each parcel is held by different persons.

13.2 Notice of proposed sale

(a) Once in any 12 month period, the directors may decide to give written notice to a member who holds an unmarketable parcel. If they do so, the notice must:

(i) state that the company intends to sell the unmarketable parcel; and

(ii) specify a date at least six weeks (or any lesser period permitted under the Corporations Act or the Listing Rules) after the notice is given by which the member may give the company written notice that the member wishes to retain the holding.

(b) If the directors' power to sell lapses under rule 13.1(a), any notice given by the directors under this rule is taken never to have been given and the directors may give a new notice after the close of the offers made under the takeover.

13.3 No sale where member gives notice

The company must not sell an unmarketable parcel if, in response to a notice given by the company under this rule, the company receives written notice that the member wants to keep the unmarketable parcel.

13.4 Terms of sale

A sale of shares under this rule includes all dividends payable on and other rights attaching to them. The company must pay the costs of the sale. Otherwise, the directors may decide the manner, time and terms of sale.

13.5 Share transfers

For the purpose of giving effect to this rule, each director and each secretary has the power to initiate, sign or otherwise effect a transfer of a share as agent for a member who holds an unmarketable parcel.

13.6 Application of proceeds

The company must:

(a) deduct any called amount for the shares sold under this rule from the proceeds of sale and pay the balance into a separate bank account it opens and maintains for that purpose only;

(b) hold that balance in trust for the previous holder of the shares;

(c) as soon as practical give written notice to the previous holder of the shares stating:

(i) what the balance is; and

(ii) that it is holding the balance for the previous holder of the shares while awaiting the previous members' instructions and return of the certificate (if any) for the shares sold or evidence of its loss or destruction;

(d) if the shares sold were certificated, not pay the proceeds of sale out of the trust account until it has received the certificate for them or evidence of its loss or destruction; and

(e) subject to paragraph 13.6(d), deal with the amount in the account as the previous holder of the shares instructs.

13.7 Protections for transferee

The title of the new holder of a share sold under this rule is not affected by any irregularity in the sale. The sole remedy of any person previously interested in the share is damages which may be recovered only from the company.

14. Transmission of shares

14.1 Death of joint holder

If a member who owns shares jointly dies, the company recognises only the surviving joint holders as being entitled to the deceased member's interest in the shares. The estate of the deceased member is not released from any liability for the shares.

14.2 Death of sole holder

(a) If a member who does not own shares jointly dies, the company recognises only the personal representative of a deceased member as being entitled to the deceased member's interest in the shares. If the personal representative gives the directors the information they reasonably require to establish the representative's entitlement to be registered as holder of the shares:

(i) the personal representative may:

(A) by giving a written and signed notice to the company, elect to be registered as the holder of the shares; or

(B) by giving a completed transfer form to the company, transfer the shares to another person; and

(ii) the personal representative is entitled, whether or not registered as the holder of shares, to the same rights as the deceased member.

(b) On receiving an election under rule 14.2(a)(i)(A), the company must register the personal representative as the holder of the shares. A transfer under rule 14.2(a)(i)(B) is subject to the rules that apply to transfers generally.

14.3 Other transmission events

If a person entitled to shares because of:

(a) the bankruptcy of a member;

(b) the mental incapacity of a member; or

(c) the insolvency of a member,

gives the directors the information they reasonably require to establish the person's entitlement to be registered as holder of the shares, the person may:

(d) by giving a written and signed notice to the company, elect to be registered as the holder of the shares; or

(e) by giving a completed transfer form to the company, transfer the shares to another person,

subject to any law which regulates the relevant event.

14.4 Other rules

(a) The directors may register a transfer of shares signed by a member before an event set out in this rule occurs even though the company has notice of the relevant event.

(b) The provisions of this constitution about the right to transfer shares and the registration of share transfers apply, so far as they can and with any necessary changes, to a notice or transfer under this rule as if the relevant event had not occurred and the notice or transfer were signed or effected by the registered holder of the share.

(c) Where two or more persons are jointly entitled to a share because of an event described in this rule they are, on being registered as the holders of the share, taken to hold the share as joint tenants and rule 4.1 applies to them.

15. Proportional takeover bids

15.1 Definitions

In this rule:

Term	Definition
Approving Resolution	means an annual general meeting of the company that the Corporations Act requires to be held.

Term	Definition
Approving Resolution	means a resolution to approve the Proportional Takeover Bid passed in accordance with rule 15.3.
Approving Resolution Deadline	means the day that is 14 days before the last day of the bid period, during which the offers under the Proportional Takeover Bid remain open or a later day allowed by the Australian Securities and Investments Commission.
Proportional Takeover Bid	means a takeover bid that is made or purports to be made under section 618(1)(b) Corporations Act for securities included in a class of securities in the company.
Relevant Class	means the class of securities in the company in respect of which offers are made under the Proportional Takeover Bid.

15.2 Transfers not to be registered

Despite rules 12.2(c) and 12.3, a transfer giving effect to a contract resulting from the acceptance of an offer made under a Proportional Takeover Bid must not be registered unless an Approving Resolution has been passed or is taken to have been passed under rule 15.3.

15.3 Approving Resolution

(a) Where offers have been made under a Proportional Takeover Bid, the directors must, before the Approving Resolution Deadline:

(i) convene a meeting of the persons entitled to vote on the Approving Resolution for the purpose of approving the Proportional Takeover Bid; and

(ii) ensure that the resolution is voted on under rule 15.3.

(b) The provisions of this constitution about general meetings apply, modified as the circumstances require, to a meeting that is convened under rule 15.3(a), as if that meeting were a general meeting of the company.

(c) The bidder under a Proportional Takeover Bid and any associates of the bidder are not entitled to vote on the Approving Resolution and if they do vote, their votes must not be counted.

(d) Subject to rule 15.3(c), a person who, as at the end of the day on which the first offer under the Proportional Takeover Bid was made, held securities of the Relevant Class, is entitled to vote on the Approving Resolution for the Proportional Takeover Bid.

(e) An Approving Resolution that has been voted on is taken to have been passed if the proportion that the number of votes in favour of the resolution bears to the total number of votes on the resolution is greater than 50%, and otherwise is taken to have been rejected.

(f) If an Approving Resolution has not been voted on under rule 15.3 as at the end of the day before the Approving Resolution Deadline, an Approving Resolution is taken to have been passed under rule 15.3 on the Approving Resolution Deadline.

15.4 Sunset

Rules 15.1, 15.2 and 15.3 cease to have effect on the third anniversary of the later of the date of adoption or last renewal of rule 15 under the Corporations Act.

16. General meetings

16.1 Calling general meetings

A general meeting may only be called:

(a) by a directors' resolution; or

(b) as otherwise provided in the Corporations Act.

16.2 Postponing or cancelling a meeting

(a) The directors may, by notice to the Exchange:

(i) postpone a meeting of members;

(ii) cancel a meeting of members; or

(iii) change the place for a general meeting,

if they consider that the meeting has become unnecessary, or the venue would be unreasonable or impractical or a change is necessary in the interests of conducting the meeting efficiently.

(b) A meeting which is not called by a directors' resolution and is called under a members' requisition under the Corporations Act may not be postponed or cancelled without the prior written consent of the persons who called or requisitioned the meeting.

16.3 Notice of general meetings

(a) Notice of a general meeting must be given to each person who at the time of giving the notice:

(i) is a member, director or auditor of the company; or

(ii) is entitled to a share because of an event described in rule 14 and has satisfied the directors of his or her right to be registered as the holder of, or to transfer, the shares.

(b) The directors may decide the content of a notice of a general meeting, but they must state the general nature of the business to be transacted at the meeting and any other matters required by the Corporations Act.

(c) Unless the Corporations Act provides otherwise:

(i) no business may be transacted at a general meeting unless the general nature of the business is stated in the notice calling the meeting; and

(ii) except with the approval of the directors or the chairman, no person may move any amendment to a proposed resolution the terms of which are set out in the notice calling the meeting or to a document which relates to that resolution and a copy of which has been made available to members to inspect or obtain.

(d) A person may waive notice of any general meeting by written notice to the company.

16.4 Non-receipt of notice

(a) Subject to the Corporations Act, the:

(i) non-receipt of a notice of any general meeting by; or

(ii) accidental omission to give notice to,

any person entitled to notice does not invalidate anything done (including the passing of a resolution) at that meeting.

(b) A person's attendance at a general meeting waives any objection that person may have to:

(i) a failure to give notice, or the giving of a defective notice, of the meeting unless the person at the beginning of the meeting objects to the holding of the meeting; and

(ii) the consideration of a particular matter at the meeting which is not within the business referred to in the notice of the meeting, unless the person objects to considering the matter when it is presented.

16.5 Admission to general meetings

(a) The chairman of a general meeting may refuse admission to, or require to leave and remain out of, the meeting any person:

(i) in possession of a pictorial-recording or sound-recording device;

(ii) in possession of a placard or banner;

(iii) in possession of an article considered by the chairman to be dangerous, offensive or liable to cause disruption;

(iv) who refuses to produce or permit examination of any article, or the contents of any article, in the person's possession;

(v) who behaves or threatens to behave in a dangerous, offensive or disruptive way; or

(vi) who is not entitled to receive notice of the meeting.

(b) The chairman may delegate the powers conferred by this rule to any person.

(c) A person, whether a member or not, requested by the directors or the chairman to attend a general meeting is entitled to be present and, at the request of the chairman, to speak at the meeting.

16.6 Multiple venues

(a) If the chairman of a general meeting considers that there is not enough room for the members who wish to attend the meeting, they may arrange for any person whom they consider cannot be seated in the main meeting room to observe or attend the general meeting in a separate room. Even if the members present in the separate room are not able to participate in the conduct of the meeting, the meeting is nevertheless treated as validly held in the main room.

(b) If a separate meeting place is linked to the main place of a general meeting by an instantaneous audio-visual communication device which, by itself or in conjunction with other arrangements:

(i) gives the general body of members in the separate meeting place a reasonable opportunity to participate in proceedings in the main place;

(ii) enables the chairman to be aware of proceedings in the other place; and

(iii) enables the members in the separate meeting place to vote on a show of hands or on a poll,

a member present at the separate meeting place is taken to be present at the general meeting and entitled to exercise all rights as if he or she was present at the main place.

(c) If, before or during the meeting, any technical difficulty occurs where one or more of the matters set out in rule 16.6(b) is not satisfied, the chairman may:

(i) adjourn the meeting until the difficulty is remedied; or

(ii) continue to hold the meeting in the main place (and any other place which is linked under rule 16.6(b)) and transact business, and no member may object to the meeting being held or continuing.

(d) Nothing in rule 16.6 or rule 16.10 is to be taken to limit the powers conferred on the chairman by law.

16.7 Quorum at general meetings

(a) No business may be transacted at a general meeting, except the election of a chairman and the adjournment of the meeting, unless a quorum of members is present when the meeting proceeds to business.

(b) A quorum is two or more members present at the meeting and entitled to vote on a resolution at the meeting.

(c) If a quorum is not present within 30 minutes after the time appointed for the general meeting:

(i) where the meeting was called at the request of members, the meeting must be dissolved; or

(ii) in any other case:

(A) the meeting stands adjourned to the day, and at the time and place, the directors present decide; or

(B) if they do not make a decision, to the same day in the next week at the same time and place.

(d) At an adjourned meeting, if a quorum is not present within 30 minutes after the time appointed for the meeting, the meeting must be dissolved.

16.8 Chairman of general meetings

(a) The chairman of the board is entitled to take the chair at every general meeting.

(b) If at any general meeting:

(i) the chairman of the board is not present at the specified time for holding the meeting; or

(ii) the chairman of the board is present but is unwilling to act as chairman of the meeting,

the deputy chairman of the board is entitled to take the chair at the meeting.

(c) If at any general meeting:

(i) there is no chairman of the board or deputy chairman of the board;

(ii) the chairman of the board and deputy chairman of the board are not present at the specified time for holding the meeting; or

(iii) the chairman of the board and the deputy chairman of the board are present but each is unwilling to act as chairman of the meeting,

the directors present may choose another director as chairman of the meeting and if no director is present or if each of the directors present are unwilling to act as chairman of the meeting, a member chosen by the members present is entitled to take the chair at the meeting.

16.9 Acting chairman

(a) A chairman of a general meeting may, for any item of business or discrete part of the meeting, vacate the chair in favour of another person nominated by him or her (**Acting Chairman**).

(b) Where an instrument of proxy appoints the chairman as proxy for part of the proceedings for which an Acting Chairman has been nominated, the instrument of proxy is taken to be in favour of the Acting Chairman for the relevant part of the proceedings.

16.10 Conduct at general meetings

The chairman of a general meeting:

(a) has charge of the general conduct of the meeting and the procedures to be adopted at the meeting;

(b) may require the adoption of any procedure which is in the chairman's opinion necessary or desirable for proper and orderly debate or discussion and the proper and orderly casting or recording of votes at the general meeting; and

(c) may, having regard where necessary to the Corporations Act, terminate discussion or debate on any matter whenever the chairman considers it necessary or desirable for the proper conduct of the meeting,

and a decision by the chairman under this rule is final.

16.11 Adjournment and postponement by the chairman

(a) Despite rules 16.2(a) and 16.2(b), where the chairman considers that:

(i) there is not enough room for the number of members who wish to attend the meeting; or

(ii) a postponement is necessary in light of the behaviour of persons present or for any other reason so that the business of the meeting can be properly carried out, the chairman may postpone the meeting before it has started, whether or not a quorum is present.

(b) A postponement under rule 16.11(a) is to another time, which may be on the same day as the meeting, and may be to another place (and the new time and place is taken to be the time and place for the meeting as if specified in the notice which called the meeting originally).

(c) The chairman may at any time during the course of the meeting:

(i) adjourn the meeting or any business, motion, question or resolution being considered or remaining to be considered by the meeting either to a later time at the same meeting or to an adjourned meeting; and

(ii) for the purpose of allowing any poll to be taken or determined, suspend the proceedings of the meeting for any period or periods he or she decides without effecting an adjournment. No business may be transacted and no discussion may take place during any suspension of proceedings unless the chairman otherwise allows.

(d) The chairman's rights under rules 16.11(a) and 16.11(c) are exclusive and, unless the chairman requires otherwise, no vote may be taken or demanded by the members present about any postponement, adjournment or suspension of proceedings.

(e) Only unfinished business may be transacted at a meeting resumed after an adjournment.

(f) Where a meeting is postponed or adjourned under rule 16.11, notice of the postponed or adjourned meeting must be given to the Exchange, but, except as provided by rule 16.11(h), need not be given to any other person.

(g) Where a meeting is postponed or adjourned, the directors may, by notice to the Exchange, postpone, cancel or change the place of the postponed or adjourned meeting.

(h) Where a meeting is postponed or adjourned for 30 days or more, notice of the postponed or adjourned meeting must be given as in the case of the original meeting.

16.12 Decisions at general meetings

(a) Except where a resolution requires a special majority, questions arising at a general meeting must be decided by a majority of votes cast by the members present at the meeting. A decision made in this way is for all purposes, a decision of the members.

(b) If the votes are equal on a proposed resolution, the chairman of the meeting has a casting vote, in addition to any deliberative vote.

(c) A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is demanded:

(i) before the show of hands is taken;

(ii) before the result of the show of hands is declared; or

(iii) immediately after the result of the show of hands is declared.

16.13 When poll may be demanded

(a) No poll may be demanded on the election of a chairman of a meeting. Otherwise, a poll may be demanded by:

(i) the chairman;

(ii) at least five members entitled to vote on the resolution; or

(iii) by members with at least 5% of the votes that may be cast on the resolution on a poll.

(b) A demand for a poll does not prevent a general meeting continuing to transact any business except the question on which the poll is demanded.

(c) Unless a poll is duly demanded, a declaration by the chairman of a general meeting that a resolution has on a show of hands been carried or carried unanimously, or carried by a particular majority, or lost, and an entry to that effect in the company's minute book is conclusive evidence of the fact without proof of the number or proportion of the votes recorded for or against the resolution.

(d) If a poll is duly demanded at a general meeting, it must be taken in the way and either at once or after an interval or adjournment as the chairman of the meeting directs. The result of the poll as declared by the chairman is the resolution of the meeting at which the poll was demanded.

(e) The demand for a poll may be withdrawn with the chairman's consent.

(f) Despite anything to the contrary in this constitution, the directors may decide that, at any general meeting or class meeting, a member who is entitled to attend and vote on a resolution at that meeting is entitled to a direct vote for that resolution. A 'direct vote' includes a vote delivered to the company by post, fax or other electronic means approved by the directors. The directors may prescribe regulations, rules and procedures for direct voting, including specifying the form, method and timing of giving a direct vote at a meeting for the vote to be valid.

16.14 Voting rights

(a) Subject to this constitution and to any rights or restrictions attached to any shares or class of shares, at a general meeting:

(i) on a show of hands, each member present has one vote;

(ii) where a member has appointed two persons as proxies for that member, neither proxy may vote on a show of hands;

(iii) where a person is entitled to vote by virtue of rule 17.1 in more than one capacity, that person is entitled only to one vote on a show of hands;

(iv) if the person appointed as proxy has two or more appointments that specify different ways to vote on a resolution, the proxy must not vote on a show of hands; and

(v) on a poll, each member present:

(A) has one vote for each fully paid share held; and

(B) has for each share which is not fully paid a fraction of a vote equivalent to the proportion which the amount paid up, but not credited as paid up, on that share bears to the total of the amounts paid and payable (excluding amounts credited) on that share.

(b) The parent or guardian of an infant member may vote at any general meeting upon providing any evidence of the relationship or of the appointment of the guardian as the directors may require and any vote so tendered by a parent or guardian of an infant member must be accepted to the exclusion of the vote of the infant member.

(c) A person entitled to a share because of an event described in rule 14 may vote at a general meeting for that share in the same way as if that person were the registered holder of the share if, at least 48 hours before the meeting (or any shorter time as the directors determine), the directors:

(i) admitted that person's right to vote at that meeting for the share; or

(ii) were satisfied of that person's right to be registered as the holder of, or to transfer, the share.

Any vote duly tendered by that person must be accepted and the vote of the registered holder of those shares must not be counted.

(d) Where a member holds a share on which a call or other amount payable to the company has not been duly paid:

(i) that member is only entitled to be present at a general meeting and vote if that member holds, as at the Record Time, other shares on which no money is then due and payable; and

(ii) on a poll, that member is not entitled to vote for that share but may vote for any shares that member holds, as at the Record Time, on which no money is then due and payable.

(e) A member is not entitled to vote on a resolution if, under the Corporations Act or the Listing Rules, the notice which called the meeting specified that:

(i) the member must not vote or must abstain from voting on the resolution; or

(ii) a vote on the resolution by the member must be disregarded for any purposes.

(f) If the member referred to in rule 16.14(e) or a person acting as proxy, attorney or Representative of that member does tender a vote on that resolution, their vote must not be counted.

(g) An objection to the validity of a vote tendered at a general meeting must be:

(i) raised before or immediately after the result of the vote is declared; and

(ii) referred to the chairman of the meeting, whose decision is final.

(h) A vote tendered, but not disallowed by the chairman of a meeting under rule 16.14(g), is valid for all purposes, even if it would not otherwise have been valid.

(i) The chairman may decide any difficulty or dispute which arises as to the number of votes which may be cast by or on behalf of any member and the decision of the chairman is final.

16.15 Representation at general meetings

(a) Subject to this constitution, each member entitled to vote at a general meeting may vote:

(i) in person or, where a member is a body corporate, by its Representative;

(ii) by not more than two proxies; or

(iii) by not more than two attorneys.

(b) A proxy, attorney or Representative may, but need not, be a member of the company.

16.16 Class meetings

The provisions of this constitution about general meetings apply, with necessary changes, to separate class meetings as if they were general meetings.

17. Proxies, attorneys and representatives

17.1 Appointment instruments

(a) An instrument appointing a proxy is valid if it is under the Corporations Act or in any form approved by the directors.

(b) For the purposes of rule 17.1, a proxy appointment received at an electronic address specified in the notice of general meeting for the receipt of proxy appointment or otherwise received by the company under the Corporations Act is taken to have been signed if the appointment:

(i) includes or is accompanied by a personal identification code allocated by the company to the member making the appointment;

(ii) has been authorised by the member in another manner approved by the directors and specified in or with the notice of meeting; or

(iii) is otherwise authenticated under the Corporations Act.

(c) A vote given under an instrument appointing a proxy or attorney is valid despite the transfer of the share for which the instrument was given if the transfer is not registered by the time at which the instrument appointing the proxy or attorney is required to be received under rule 17.1(h).

(d) Unless the instrument or resolution appointing a proxy, attorney or Representative provides otherwise, the proxy, attorney or Representative has the same rights to speak, demand a poll, join in demanding a poll or act generally at the meeting as the member would have had if the member was present.

(e) Unless otherwise provided in the appointment of a proxy, attorney or Representative, an appointment is taken to confer authority:

(i) even though the instrument may refer to specific resolutions and may direct the proxy, attorney or Representative how to vote on those resolutions, to do any of the acts specified in rule 17.1(f); and

(ii) even though the instrument may refer to a specific meeting to be held at a specified time or venue, where the meeting is rescheduled or adjourned to another time or changed to another venue, to attend and vote at the rescheduled or adjourned meeting or at the new venue.

(f) The acts referred to in rule 17.1(e)(i) are:

(i) to vote on any amendment moved to the proposed resolutions and on any motion that the proposed resolutions not be put or any similar motion;

(ii) to vote on any procedural motion, including any motion to elect the chairman, to vacate the chair or to adjourn the meeting; and

(iii) to act generally at the meeting.

(g) A proxy form issued by the company must allow for the insertion of the name of the person to be primarily appointed as proxy and may provide that, in circumstances and on conditions specified in the form that are not inconsistent with this constitution, the chairman of the relevant meeting (or another person specified in the form) is appointed as proxy.

(h) A proxy or attorney may not vote at a general meeting or adjourned or postponed meeting or on a poll unless the instrument appointing the proxy or attorney, and the authority under which the instrument is signed or a certified copy of the authority, are received by the company:

(i) at least 48 hours (or, in the case of an adjournment or postponement of a meeting, including an adjourned meeting, any lesser time that the directors or the chairman of the meeting decides) before the time for holding the meeting or adjourned or postponed meeting or taking the poll, as applicable; or

(ii) where rule 17.1(j) applies, any shorter period before the time for holding the meeting or adjourned or postponed meeting or taking the poll, as applicable, as the company determines in its discretion.

A document is received by the company under rule 17.1(h) when it is received under the Corporations Act, and to the extent permitted by the Corporations Act, if the document is produced or the transmission of the document is otherwise verified to the company in the way specified in the notice of meeting.

(i) The company is entitled to clarify with a member any instruction on an appointment of proxy or attorney which is received by the company within a period referred to in rule 17.1(h)(i) or 17.1(h)(ii) as applicable by written or verbal communication. The company, at its discretion, is entitled to amend the contents of any appointment of proxy or attorney to reflect any clarification in instruction and the member at that time is taken to have appointed the company as its attorney for this purpose.

(j) Where an instrument appointing a proxy or attorney has been received by the company within the period specified in rule 17.1(h)(i) and the company considers that the instrument has not been duly signed, the company, in its discretion, may:

(i) return the instrument appointing the proxy or attorney to the appointing member; and

(ii) request that the member duly sign the appointment and return it to the company within the period determined by the company under rule 17.1(h)(ii) and notified to the member.

(k) An instrument appointing a proxy or attorney which is received by the company under rule 17.1(j) is taken to have been validly received by the company.

(l) The appointment of a proxy or attorney is not revoked by the appointer attending and taking part in the general meeting, but if the appointer votes on a resolution, the proxy or attorney is not entitled to vote, and must not vote, as the appointer's proxy or attorney on the resolution.

17.2 More than two current proxies

Where a member appoints two proxies or attorneys to vote at the same general meeting:

(a) if the appointment does not specify the proportion or number of the member's votes each proxy or attorney may exercise, each proxy or attorney may exercise half the member's votes;

(b) on a show of hands, neither proxy or attorney may vote if more than one proxy or attorney attends; and

(c) on a poll, each proxy or attorney may only exercise votes for those shares or voting rights the proxy or attorney represents.

17.3 Revocation and postponement of the appointment

(a) Unless written notice of the matter has been received at the company's registered office (or at another place specified for lodging an appointment of a proxy or attorney for the meeting) at least 48 hours (or, in the case of an adjournment or postponement of a meeting, any lesser time that the directors or the chairman of the meeting decide) before the time for holding a meeting, adjourned meeting or poll, a vote cast by a proxy or attorney is valid even if, before the vote is cast:

(i) an event described in rule 14 occurs to the member;

(ii) the member revokes the appointment of the proxy or attorney or revokes the authority under which a third party appointed the proxy or attorney; or

(iii) the member has issued a clarifying instruction under rule 17.1(i).

(b) Where authority is given to a proxy, attorney or Representative for a meeting to be held on or before a specified date or at a specified place and that meeting is postponed to a later date or the meeting place is changed, the authority is taken to include authority to act at the rescheduled meeting unless the member granting the authority gives the company notice to the contrary under rule 17.1(h).

17.4 Chairman may make a determination

(a) The chairman of a meeting may:

(i) permit a person claiming to be a Representative to exercise the powers of a Representative, even if the person is unable to establish to the chairman's satisfaction that he or she has been validly appointed; or

(ii) permit the person to exercise those powers on the condition that, if required by the company, he or she produce evidence of the appointment within the time set by the chairman.

(b) The chairman of a meeting may require a person acting as a proxy, attorney or Representative to establish to the chairman's satisfaction that the person is the person duly appointed to act. If the person fails to satisfy the requirement, the chairman may exclude the person from attending or voting at the meeting.

(c) The chairman may delegate his or her powers under rule 17.4 to any person.

18. Direct voting

18.1 Directors may decide direct voting to apply

(a) The directors may determine that members may cast votes to which they are entitled on any or all of the resolutions (including special resolutions) proposed to be considered at, and specified in the notice convening, a meeting of members, by direct vote.

(b) If the directors decide that votes may be cast by direct vote, the directors may make the regulations they consider appropriate for the casting of direct votes.

18.2 Direct votes only counted on a poll

(a) Direct votes are not counted if a resolution is decided on a show of hands.

(b) Subject to rules 18.3 and 18.4, if a poll is held on a resolution, votes cast by direct vote by a member entitled to vote on the resolution are taken to have been cast on the poll as if the member had cast the votes on the poll at the meeting, and the votes of the member are to be counted accordingly.

(c) A direct vote received by the company on a resolution is taken to be a direct vote on that resolution as amended, if the chairman of the meeting decides this is appropriate.

(d) Receipt of a direct vote from a member has the effect of revoking (or, in the case of a standing appointment, suspending) the appointment of a proxy, attorney or representative made by the member under an instrument received by the company before the direct vote was received.

18.3 Withdrawal of direct vote

(a) A direct vote received by the company:

(i) may be withdrawn by the member by written notice received by the company before the time appointed for the commencement of the meeting (or in the case of any adjournment, the resumption of the meeting); and

(ii) is automatically withdrawn if:

(A) the member attends the meeting in person (including, in the case of a body corporate, by representative);

(B) the company receives from the member a further direct vote or direct votes (in which case the most recent direct vote is, subject to this rule, counted in lieu of the prior direct vote); or

(C) the company receives, after the member's direct vote is received, an instrument under which a proxy, attorney or representative is appointed to act for the member at the meeting under rule 17.1(h).

(b) A direct vote withdrawn under this rule is not counted.

18.4 Vote not affected by death, etc. of a member

A direct vote received by the company is valid even if, before the meeting, the member:

(a) dies or becomes mentally incapacitated;

(b) become bankrupt or an insolvent under administration or is wound up; or

(c) where the direct vote is cast on behalf of the member by an attorney, revokes the appointment of the attorney or the authority under which the appointment was made by a third party, unless the company has received written notice of the matter before the start or resumption of the meeting at which the vote is cast.

19. 19 Directors

19.1 Number of directors

The minimum number of directors is three. The maximum number of directors is 12 unless the company in general meeting resolves otherwise. The directors may set a maximum number of directors less than current maximum in accordance with the Relevant Law. The directors must not determine a maximum which is less than the number of directors in office at the time the determination takes effect.

19.1A Staggered Board

For the purposes of determining when directors must stand for election at an AGM, all directors, other than one managing director, must be either a class I, II or III director. Once appointed or elected, a director cannot change classes.

19.2 Power to appoint directors

(a) The directors may appoint any individual to be a director, either as an addition to the existing directors or to fill a casual vacancy, but so that the total number of directors does not exceed the maximum number fixed under this constitution.

(b) A director appointed under rule 19.2(a), who is not the managing director referred to in clause 19.1A, must be appointed as a class I, II or III director.

19.3 Retirement of directors

(a) The company must hold an election of directors at each AGM.

(b) At the AGM held in 2022 and at every third AGM thereafter, if a person eligible for election to the office of a class III director has been validly nominated by the members for election as a director in their place, each class III director must retire and, unless he or she gives notice to the contrary, will be submitted for re-election.

(c) At the AGM held in 2023 and at every third AGM thereafter, if a person eligible for election to the office of a class II director has been validly nominated by the members for election as a director in their place, each class II director must retire and, unless he or she gives notice to the contrary, will be submitted for re-election.

(d) At the AGM held in 2024 and at every third AGM thereafter, if a person eligible for election to the office of a class I director has been validly nominated by the members for election as a director in their place, each class I director must retire and, unless he or she gives notice to the contrary, will be submitted for re-election.

(e) The company, may by resolution at an AGM, fill an office vacated by a director under rules 19.3(b), (c) or (d) by electing or re-electing an eligible person to the same class of directors who were required to retire at that AGM under clause 19.3(b), (c) or (d).

(f) If the company, by resolution at that AGM, elects or appoints a director, other than under clause 19.3(e), then such director will be appointed to the same class as the directors who were required to retire at that AGM under clause 19.3(b), (c) or (d).

(g) If the company in general meeting elects or appoints a director other than at an AGM, the director must be elected or appointed as either a class I, II or III director.

(h) The retirement of a director from office under this constitution and the re-election of a director or the election of another person to that office (as the case may be) takes effect at the conclusion of the meeting at which the retirement and re-election or election occurs.

(i) A person is eligible for election to the office of a director at a general meeting only if:

(i) the person is in office as a director immediately before that meeting;

(ii) the person has been nominated by the directors for election at that meeting; or

(iii) where a person, or some member intending to nominate the person, has given written notice signed by the nominee giving consent to the nomination and signifying either candidature for the office or the intention of the member to nominate the nominee.

(j) To be a valid notice under rule 19.3(i)(iii), the notice is required to be left at the company's registered office not less than the period permitted by the Relevant Law, before the meeting.

(k) A partner, employer or employee of an auditor of the company may not be appointed or elected as a director.

19.4 Vacating office

In addition to the circumstances prescribed by the Corporations Act and this constitution, the office of a director becomes vacant if the director:

(a) becomes an insolvent under administration, suspends payment generally to creditors or compounds with or assigns the director's estate for the benefit of creditors;

(b) becomes a person of unsound mind or a person who is a patient under laws relating to mental health or whose estate is administered under laws about mental health;

(c) is absent from meetings of the directors during a period of three consecutive calendar months without leave of absence from the directors where the directors have not, within 14 days of having been served by the secretary with a notice giving particulars of the absence, resolved that leave of absence be granted;

(d) resigns office by written notice to the company;

(e) is removed from office under the Corporations Act;

(f) is prohibited from being a director by reason of the operation of the Corporations Act; or

(g) is convicted on indictment of an offence and the directors do not within one month after that conviction resolve to confirm the director's appointment or election (as the case may be) to the office of director.

19.5 Remuneration

(a) Each director is entitled to remuneration from the company for his or her services as a director as the directors decide but the total amount given to all directors for their services as directors must not exceed in aggregate in any financial year the amount fixed by the company in general meeting.

(b) When calculating a director's remuneration for the purposes of rule 19.5(a), any amount paid by the company or related body corporate:

(i) to a superannuation, retirement or pension fund for a director so that the company is not liable to pay the superannuation guarantee charge or similar statutory charge is to be included; and

(ii) for any insurance premium paid or agreed to be paid for a director under rule 24.4 is to be excluded.

(c) Remuneration under rule 19.5(a) may be given in the manner that the directors decide, including by way of non cash benefit, such as a contribution to a superannuation fund.

(d) The remuneration under rule 19.5(a) is taken to accrue from day to day.

(e) The remuneration of an executive director must not include a commission on, or a percentage of, profits or operating revenue.

(f) The directors are entitled to be paid all travelling and other expenses they incur in attending to the company's affairs, including attending and returning from general meetings of the company or meetings of the directors or of committees of the directors.

(g) Any director who devotes special attention to the business of the company, or who otherwise performs services which in the opinion of the directors are outside the scope of the ordinary duties of a director, or who at the request of the directors engages in any journey on the business of the company, may be paid extra remuneration as determined by the directors. Any amount paid does not form part of the aggregate remuneration permitted under rule 19.5(a).

(h) If a director is also an officer of the company or of a related body corporate in a capacity other than director, any remuneration that director may receive for acting as that officer may be either in addition to or instead of that director's remuneration under rule 19.5(a).

(i) The company may, subject to the Relevant Law, pay, provide or make any payment or other benefit to a director, a director of a related body corporate of the company or any other person in connection with that person's or someone else's retirement, resignation from or loss of office, or death while in office.

(j) The directors may establish or support, or assist in the establishment or support, of funds and trusts to provide pension, retirement, superannuation or similar payments or benefits to or for the directors or former directors and grant pensions and allowances to those persons or their dependants either by periodic payment or a lump sum.

19.6 Director need not be a member

(a) A director is not required to hold any shares in the company to qualify for appointment.

(b) A director is entitled to attend and speak at general meetings and at meetings of the holders of a class of shares, even if he or she is not a member or a holder of shares in the relevant class.

19.7 Directors interests

(a) A director is not disqualified by reason only of being a director (or the fiduciary obligations arising from that office) from:

(i) holding an office (except auditor) or place of profit or employment in the company or a related body corporate of the company;

(ii) holding an office or place of profit or employment in any other company, body corporate, trust or entity promoted by the company or in which it has interest;

(iii) being a member, creditor or otherwise being interested in any body corporate (including the company), partnership or entity, except as auditor of the company;

(iv) entering into any agreement or arrangement with the company; or

(v) acting in a professional capacity (or being a member of a firm which acts in a professional capacity) for the company, except as auditor of the company.

(b) Each director must comply with the Relevant Law on the disclosure of the director's interests.

(c) The directors may make regulations requiring the disclosure of interests that a director, and any person taken by the directors to be related to or associated with the director, may have in any matter concerning the company or a related body corporate. Any regulations made under this constitution bind all directors.

(d) No act, transaction, agreement, instrument, resolution or other thing is invalid or voidable only because a person fails to comply with any regulation made under rule 19.7(c).

(e) A director who has a material personal interest in a matter that is being considered by the directors must not be present at a meeting while the matter is being considered nor vote on the matter, except where permitted by the Corporations Act.

(f) If a director has an interest in a matter, then subject to rules 19.7(c), 19.7(g) and the constitution:

(i) that director may be counted in a quorum at the board meeting that considers the matter that relates to the interest provided that director is entitled to vote on at least one of the resolutions to be proposed at the meeting;

(ii) that director may participate in and vote on matters that relate to the interest;

(iii) the company can proceed with any transaction that relates to the interest and the director may participate in the execution of any relevant document by or on behalf of the company;

(iv) the director may retain the benefits under the transaction that relates to the interest even though the director has the interest; and

(v) the company cannot avoid any transaction that relates to the interest merely because of the existence of the interest.

(g) If an interest of a director is required to be disclosed under rule 19.7(b), rule 19.7(f)(iv) applies only if the interest is disclosed before the transaction is entered into.

(h) A contract or arrangement entered into by or on behalf of the company in which a director is in any way interested is not invalid or voidable merely because the director holds office as a director or because of the fiduciary obligations arising from that office.

(i) A director who is interested in any arrangement involving the company is not liable to account to the company for any profit realised under the arrangement merely because the director holds office as a director or because of the fiduciary obligations arising from that office, if the director complies with the disclosure requirements applicable to the director under rule 19.7(a) and under the Corporations Act about that interest.

(j) A director who is interested in any contract or arrangement may, despite that interest, witness the fixing of the company seal to any document evidencing or otherwise connected with that contract or arrangement.

20. Powers and duties of directors

20.1 General powers

The directors are responsible for managing the business of the company and may exercise all powers and do all things that are within the company's power and are not expressly required by the Corporations Act or this constitution to be exercised by the company in a general meeting.

20.2 Power to borrow and give security

(a) The directors may exercise all the powers of the company:

(i) to borrow or raise money in any other way;

(ii) to charge any of the company's property or business or any of its uncalled capital; and

(iii) to issue debentures or give any security for a debt, liability or obligation of the company or of any other person.

(b) Debentures or other securities may be issued on the terms and at prices decided by the directors, including bearing interest or not, with rights to subscribe for, or exchange into, shares or other securities in the company or a related body corporate or with special privileges as to redemption, participating in share issues, attending and voting at general meetings and appointing directors.

(c) The directors may decide how cheques, promissory notes, banker's drafts, bills of exchange or other negotiable instruments must be signed, drawn, accepted, endorsed or otherwise executed, as applicable, by or on behalf of the company.

20.3 Powers of appointment

The directors may:

(a) appoint or employ any person as an officer, agent or attorney of the company for the purposes, with the powers, discretions and duties (including powers, discretions and duties vested in or exercisable by the directors), for any period and on any other conditions they decide;

(b) authorise an officer, agent or attorney to delegate any of the powers, discretions and duties vested in the officer, agent or attorney; and

(c) remove or dismiss any officer, agent or attorney of the company at any time, with or without cause.

21. Proceedings of directors meetings

21.1 Meetings of directors

(a) The directors may meet together to attend to business and adjourn and otherwise regulate their meetings as they decide.

(b) The contemporaneous linking together by telephone or other electronic means of a sufficient number of directors to constitute a quorum, constitutes a meeting of the directors. All the provisions in this constitution relating to meetings of the directors apply, as far as they can and with any necessary changes, to meetings of the directors by telephone or other electronic means.

(c) A meeting by telephone or other electronic means is to be taken to be held at the place where the chairman of the meeting is or at any other place the chairman of the meeting decides on, if at least one of the directors involved was at that place for the duration of the meeting.

(d) A director taking part in a meeting by telephone or other electronic means is to be taken to be present in person at the meeting.

(e) If, before or during the meeting, any technical difficulty occurs where one or more directors cease to participate, the chairman may adjourn the meeting until the difficulty is remedied or may, where a quorum of directors remains present, continue with the meeting.

21.2 Calling meetings of directors

(a) A director may, whenever the director thinks fit, call a meeting of the directors.

(b) A secretary must, if requested by a director, call a meeting of the directors.

21.3 Notice of meetings of directors

(a) Notice of a meeting of directors must be given to each person who is, at the time the notice is given:

(i) a director, except a director on leave of absence approved by the directors; or

(ii) an alternate director appointed under rule 22 by a director on leave of absence approved by the directors.

(b) A notice of a meeting of directors:

(i) must specify the time and place of the meeting;

(ii) need not state the nature of the business to be transacted at the meeting;

(iii) may, if necessary, be given immediately before the meeting;

(iv) may be given in person or by post or by telephone, fax or other electronic means; and

(v) is taken to have been given to an alternate director if it is given to the director who appointed that alternate director.

(c) A director or alternate director may waive notice of a meeting of directors by giving notice to that effect in person or by post or by telephone, fax or other electronic means.

(d) Failure to give a director or alternate director notice of a meeting of directors does not invalidate anything done or any resolution passed at the meeting if:

(i) the failure occurred by accident or inadvertent error; or

(ii) the director or alternate director attended the meeting or waived notice of the meeting (whether before or after the meeting).

(e) A person who attends a meeting of directors waives any objection that person may have to a failure to give notice of the meeting.

21.4 Quorum at meetings of directors

(a) No business may be transacted at a meeting of directors unless a quorum of directors is present at the time the business is dealt with.

(b) Unless the directors decide otherwise, two directors constitute a quorum.

(c) If there is a vacancy in the office of a director, the remaining directors may act. But, if their number is not sufficient to constitute a quorum, they may act only in an emergency or to increase the number of directors to a number sufficient to constitute a quorum or to call a general meeting of the company.

21.5 Chairman and deputy chairman of directors

(a) The directors may elect, for any period they decide:

(i) a director to the office of chairman of directors; and

(ii) may elect one or more directors to the office of deputy chairman of directors.

(b) The office of chairman of directors or deputy chairman of directors may, if the directors so resolve, be treated as an extra service or special exertion performed by the director holding that office for the purposes of rule 19.5(g).

(c) The chairman of directors is entitled (if present within ten minutes after the time appointed for the meeting and willing to act) to preside as chairman at a meeting of directors.

(d) If at a meeting of directors:

(i) there is no chairman of directors;

(ii) the chairman of directors is not present within ten minutes after the time appointed for the holding of the meeting; or

(iii) the chairman of directors is present within that time but is not willing or declines to act as chairman of the meeting,

the deputy chairman if any, if then present and willing to act, is entitled to be chairman of the meeting or if the deputy chairman is not present or is unwilling or declines to act as chairman of the meeting, the directors present must elect one of themselves to chair the meeting.

21.6 Decisions of directors

(a) The directors, at a meeting at which a quorum is present, may exercise any authorities, powers and discretions vested in or exercisable by the directors under this constitution.

(b) Questions arising at a meeting of directors must be decided by a majority of votes cast by the directors present and entitled to vote on the matter.

(c) Subject to rule 21.6(d), if the votes are equal on a proposed resolution, the chairman of the meeting has a casting vote, in addition to his or her deliberative vote.

(d) Where only two directors are present or entitled to vote at a meeting of directors and the votes are equal on a proposed resolution:

(i) the chairman of the meeting does not have a second or casting vote; and

(ii) the proposed resolution is taken as lost.

21.7 Written resolutions

(a) A resolution in writing of which notice has been given to all directors and which is signed or consented to by all of the directors entitled to vote on the resolution is as valid and effectual as if it had been passed at a meeting of the directors duly called and constituted and may consist of several documents in the same form, each signed or consented to be one or more of the directors.

(b) A director may consent to a resolution by:

(i) signing the document containing the resolution (or a copy of that document);

(ii) giving to the company a written notice (including by fax or other electronic means) addressed to the secretary or to the chairman of directors signifying assent to the resolution and either setting out its terms or otherwise clearly identifying them; or

(iii) telephoning the secretary or the chairman of directors and signifying assent to the resolution and clearly identifying its terms.

22. Alternate directors

22.1 Director may appoint alternate director

(a) A director may, with the approval of a majority of the other directors, appoint a person to be the director's alternate director for any period the director decides.

(b) The appointment must be in writing and signed, and takes effect immediately upon the company receiving written notice of the appointment.

(c) An alternate director may, but need not, be a member or a director of the company.

(d) One person may act as alternate director to more than one director.

22.2 Conditions of office of alternate director

(a) In the absence of the appointer, an alternate director:

(i) may exercise any powers (except the power to appoint an alternate director) that the appointer may exercise;

(ii) if the appointer does not attend a meeting of directors, attend and vote in place of and on behalf of the appointer;

(iii) is entitled to a separate vote for each director the alternate director represents in addition to any vote the alternate director may have as a director in his or her own right; and

(iv) when acting as a director, is responsible to the company for his or her own acts and defaults and is not to be taken to be the agent of the director by whom he or she was appointed.

(b) The office of an alternate director is vacated if and when the appointer vacates office as a director.

(c) The appointment of an alternate director may be terminated or suspended at any time by the appointer or by a majority of the other directors.

(d) The termination or suspension of an appointment of an alternate director, must be in writing and signed and takes effect only when the company has received written notice of the termination or suspension.

(e) An alternate director is not to be taken into account in determining the minimum or maximum number of directors allowed or the rotation of directors under this constitution.

(f) In determining whether a quorum is present at a meeting of directors, an alternate director who attends the meeting is to be counted as a director for each director on whose behalf the alternate director is attending the meeting.

(g) An alternate director is not entitled to receive any remuneration as a director from the company except from out of the remuneration of the director appointing the alternate director but is entitled to travelling, hotel and other expenses reasonably incurred for the purpose of attending any meeting of directors at which the appointer is not present.

22.3 Committees of directors

(a) The directors may delegate their powers to a committee of directors.

(b) The committee must exercise the powers delegated in accordance with any directions of the directors.

(c) The provisions of this constitution applying to meetings and resolutions of directors apply, so far as they can and with any necessary changes, to meetings and resolutions of a committee of directors, except to the extent they are contrary to any direction given under rule 22.3(b).

(d) Membership of a committee of directors may, if the directors so resolve, be treated as an extra service or special exertion performed by the directors for the purposes of rule 19.5(g).

22.4 Delegation to a director

(a) The directors may delegate any of their powers to one director.

(b) A director to whom any powers have been so delegated must exercise the powers delegated in accordance with any directions of the directors.

(c) The acceptance of a delegation of powers by a director may, if the directors so resolve, be treated as an extra service or special exertion performed by the delegate for the purposes of rule 19.5(g).

22.5 Validity of acts

(a) All acts done at any meeting of the directors or by a committee or by any person acting as a director are, notwithstanding that it is afterwards discovered:

(i) that there was some defect in the appointment of any of the directors; or

(ii) the committee or the person acting as a director or that any of them were disqualified,

valid as if every person had been duly appointed and was qualified and continued to be a director or a member of the committee (as the case may be).

23. Executive officers

23.1 Managing directors and executive directors

(a) The directors may appoint an employee to the office of managing director or executive director, to hold office as director for the period determined at the time of the appointment but not to exceed the term of employment of the employee.

(b) The directors may, subject to the terms of any employment contract between the relevant director and the company or a subsidiary, at any time remove or dismiss the managing director or an executive director from employment with the company, in which case the appointment of that person as a director automatically ceases.

23.2 Secretary

(a) The company must have at least one secretary appointed by the directors.

(b) The directors may suspend or remove a secretary from that office.

23.3 Provisions applicable to all executive officers

(a) A reference in rule 23.3 to an executive officer is a reference to a managing director, deputy managing director, executive director, associate director, secretary or assistant secretary appointed under this rule.

(b) The appointment of an executive officer may be for a period, at the remuneration and on the conditions the directors decide.

(c) The directors may:

(i) delegate to an executive officer any powers, discretions and duties they decide;

(ii) withdraw, suspend or vary any of the powers, discretions and duties given to an executive officer; and

(iii) authorise the executive officer to delegate any of the powers, discretions and duties given to the executive officer.

(d) An act done by a person acting as an executive officer is not invalidated by:

(i) a defect in the person's appointment as an executive officer;

(ii) the person being disqualified to be an executive officer; or

(iii) the person having vacated office,

if the person did not know that circumstance when the act was done.

24. Indemnity and insurance

24.1 Officer's right of indemnity

Rules 24.2 and 24.4 apply:

(a) to each person who is or has been a director, alternate director or executive officer (within the meaning of rule 23.3(a)) of the company;

(b) to any other officers or former officers of the company or of its related bodies corporate as the directors in each case determine; and

(c) if the directors so determine, to any auditor or former auditor of the company or of its related bodies corporate,

(each an **Officer** for the purposes of this rule).

24.2 Indemnity

The company must indemnify each Officer on a full indemnity basis and to the full extent permitted by law against all losses, liabilities, costs, charges and expenses (**Liabilities**) incurred by the Officer as an officer of the company or of a related body corporate.

24.3 Scope of indemnity

The indemnity in rule 24.2:

(a) does not operate in respect of any Liability of the Officer to the extent that Liability is covered by insurance;

(b) is enforceable without the Officer having to first incur any expense or make any payment; and

(c) is a continuing obligation and is enforceable by the Officer even though the Officer may have ceased to be an officer or auditor of the company or its related bodies corporate.

24.4 Insurance

The company may, to the extent the law permits:

(a) purchase and maintain insurance; or

(b) pay or agree to pay a premium for insurance,

for each Officer against any Liability incurred by the Officer as an officer or auditor of the company or of a related body corporate including, but not limited to:

(c) costs and expenses in defending any proceedings, whether civil or criminal, whatever their outcome; or

(d) a Liability arising from negligence or other conduct.

24.5 Savings

Nothing in rule 24.2 or 24.4:

(a) affects any other right or remedy that a person to whom those rules apply may have in respect of any Liability referred to in those rules;

(b) limits the capacity of the company to indemnify or provide or pay for insurance for any person to whom those rules do not apply; or

(c) limits or diminishes the terms of any indemnity conferred or agreement to indemnify entered into before the adoption of this constitution.

24.6 Contract

The company may enter into an agreement with any Officer to give effect to the rights conferred by this rule or the exercise of a discretion under this rule on any terms as the directors think fit which are not inconsistent with this rule.

25. Dividends

25.1 Payment of dividends

The directors may:

(a) pay any interim and final dividends that, in their judgment, the financial position of the company justifies;

(b) rescind a decision to pay a dividend if they decide, before the payment date, that the company's financial position no longer justifies the payment; and

(c) pay any dividend required to be paid under the terms of issue of a share.

25.2 Reserves and profits carried forward

(a) The directors may:

(i) set aside out of the company's profits any reserves or provisions they decide;

(ii) appropriate to the company's profits any amount previously set aside as a reserve or provision; or

(iii) carry forward any profits remaining that they consider should not be distributed as dividends or capitalised, without transferring those profits to a reserve or provision.

(b) Setting aside an amount as a reserve or provision does not require the directors to keep the amount separate from the company's other assets or prevent the amount being used in the company's business or being invested as the directors decide.

25.3 Apportionment of dividends

Subject to the terms of issue of any shares or class of shares, dividends must be paid equally on all shares, except partly paid shares, which have an entitlement only to that part of the dividend which is in proportion to the amount paid (not credited) on the share to the total amounts paid and payable (excluding amounts credited). An amount paid in advance of a call under rule 5.8 is taken as not having been paid until it becomes payable.

25.4 Record date

Subject to the Settlement Operating Rules:

(a) the directors may fix a record date for a dividend, with or without suspending the registration of transfers from that date under rule 12.4; and

(b) a dividend must be paid to the person who is registered, or entitled under rule 12.2(c) to be registered, as the holder of the share:

(i) where the directors have fixed a record date for the dividend, on that date; or

(ii) where the directors have not fixed a record date for that dividend, on the date fixed for payment of the dividend,

and a transfer of a share that is not registered, or left with the company for registration under rule 12.2(b), on or before that date is not effective, as against the company, to pass any right to the dividend.

25.5 No interest

Interest is not payable by the company on any dividend.

25.6 Method of payment

(a) The directors may pay dividends by:

(i) cheque sent to the address of the member shown in the register of members, or for joint holders, the first listed name and address;

(ii) by any electronic or other means approved by the directors directly to an account (of a type approved by the directors) nominated in writing by the member or the joint holders; or

(iii) any other method the directors may decide.

(b) Different methods of payment may apply to different members or groups of members (such as overseas members).

(c) A cheque sent under rule 25.6(a)(i):

(i) may be made payable to bearer or to the order of the member to whom it is sent or any other person the member directs; and

(ii) is sent at the member's risk.

(d) If the directors decide to pay dividends by electronic means under rule 25.6(a)(ii), but:

(i) no account is nominated by the member; or

(ii) an electronic transfer into a nominated account is rejected or refunded,

the company may credit the amount payable to an account of the company to be held until the member nominates a valid account.

(e) Where a member does not have a registered address or the company believes that a member is not known at the member's registered address, the company may credit an amount payable to the member to an account of the company to be held until the member claims the amount or nominates an account into which payment may be made.

(f) An amount credited to an account under rules 25.6(d) or 25.6(e) is to be treated as having been paid to the member at the time it is credited to that account. The company is not a trustee of the money and no interest accrues on the money.

25.7 Retention of dividends

The directors may retain the dividend payable on a share:

(a) where a person is entitled to a share because of an event under rule 14, until that person becomes registered as the holder of that share or transfers it; and

(b) apply it to any amount presently payable by the holder of that share to the company.

25.8 Distribution of specific assets

(a) The directors may distribute specific assets, including paid-up shares or other securities of the company or of another body corporate, either generally or specifically to members as direct payment of the dividend in whole or in part and, if they do so they may:

(i) fix the value of any asset distributed;

(ii) make cash payments to members on the basis of the value fixed or for any other reason so as to adjust the rights of members between themselves; and

(iii) vest an asset in trustees.

(b) Where the company satisfies a dividend by way of distribution of securities of another body corporate, each member is taken to have agreed to become a member of that corporation and to have agreed to be bound by the constitution of that corporation. Each member also appoints each director their agent and attorney to:

(i) agree to the member becoming a member of that corporation;

(ii) agree to the member being bound by the constitution of that corporation;

(iii) sign any transfer of shares or securities, or other document required to give effect to the distribution of shares or other securities to that member.

25.9 Source of dividends

Subject to the Listing Rules, the directors may pay a dividend to particular members wholly or partly out of any particular fund or reserve or out of profits derived from any particular source, and to the other members wholly or partly out of any other particular fund or reserve or out of profits derived from any other particular source.

25.10 Reinvestment of dividends

Subject to the Listing Rules, the directors may permit the members or any class of members to:

(a) reinvest cash dividends by subscribing for shares or other securities in the company or a related body corporate; and

(b) forgo the right to receive cash dividends and receive instead some other form of distribution of entitlement (including securities),

on any terms the directors think fit.

25.11 Unclaimed dividends

Unclaimed dividends may be invested by the directors as they think fit for the benefit of the company until claimed or until required to be dealt with under the law.

26. Capitalising profits

26.1 Capitalisation of reserves and profits

The directors:

(a) may resolve to capitalise any sum, being the whole or a part of the amount for the time being standing to the credit of any reserve account or the profit and loss account or otherwise available for distribution to the members; and

(b) may, but need not, resolve to apply the sum in any of the ways mentioned in rule 26.2, for the benefit of members in the proportions to which those members would have been entitled in a distribution of that sum by way of dividend.

26.2 Applying a sum for the benefit of members

The ways in which a sum may be applied for the benefit of members under rule 26.1 are:

(a) paying up in full, at an issue price decided by the resolution, any unissued shares in or other securities of the company;

(b) paying up any amounts unpaid on shares or other securities held by the members; or

(c) paying up partly as specified in rule 26.2(a) and partly as specified in rule 26.2(b).

26.3 Implementing the resolution

The directors may do all things necessary to give effect to a resolution under rule 26.1, including to enter into an agreement on behalf of any member.

27. Winding up

27.1 Distributing surplus

Subject to this constitution and the terms of issue of any shares or class of shares:

(a) if the company is wound up and the property of the company available for distribution among the members is more than sufficient to pay:

(i) all the debts and liabilities of the company; and

(ii) the costs, charges and expenses of the winding up,

the excess must be divided among the members in proportion to the number of shares held by them, irrespective of the amounts paid or credited as paid on the shares;

(b) for the purpose of calculating the excess referred to in rule 27.1(a), any amount unpaid on a share is to be treated as property of the company;

(c) the amount of the excess that would otherwise be distributed to the holder of a partly paid share under rule 27.1(a) must be reduced by the amount unpaid on that share at the date of the distribution; and

(d) if the effect of the reduction under rule 27.1(c) would be to reduce the distribution to the holder of a partly paid share to a negative amount, the holder must contribute that amount to the company.

27.2 Dividing property

(a) If the company is wound up, the liquidator may, with the sanction of a special resolution:

(i) divide among the members the whole or any part of the company's property; and

(ii) decide how the division is to be carried out as between the members or different classes of members.

(b) A division under rule 27.2(a) need not accord with the legal rights of the members and, in particular, any class may be given preferential or special rights or may be excluded altogether or in part.

(c) Where a division under rule 27.2(a) does not accord with the legal rights of the members, a member is entitled to dissent and to exercise the same rights as if the special resolution sanctioning that division were a special resolution passed under section 507 Corporations Act.

(d) If any of the property to be divided under rule 27.2(a) includes shares with a liability to calls, any person entitled under the division to any of the shares may, within ten days after the passing of the special resolution referred to in rule 27.2(a), by written notice direct the liquidator to sell the person's proportion of the securities and account for the net proceeds. The liquidator must, if practicable, act accordingly.

(e) Nothing in rule 27.2 takes away from or affects any right to exercise any statutory or other power which would have existed if this rule were omitted.

(f) Rule 26 applies, so far as it can and with any necessary changes, to a division by a liquidator under rule 27.2(a) as if references in rule 26 to:

(i) the directors were references to the liquidator; and

(ii) a distribution or capitalisation were references to the division under rule 27.2(a).

28. Inspection of records

28.1 Inspection by member

Except as provided by law, this constitution or as authorised by a directors' resolution, a person who is not a director does not have the right to inspect any of the board papers, books, records or documents of the company.

28.2 Access by director

The company may enter into contracts, and procure that its subsidiaries enter into contracts, on any terms the directors think fit, to grant a director or former director continuing access for a specified period after the director ceases to be a director to board papers, books, records and documents of the company which relate to the period during which the director or former director was a director of the company.

29. Seals

29.1 Safe custody of seal

The company may have a common seal, in which case the directors must provide for the safe custody of the seal and any duplicate common seal.

29.2 Use of seal

If the company has a common seal or duplicate common seal:

(a) it may only be used with the authority of the directors; and

(b) every document to which it is affixed must be signed by a director and countersigned by:

(i) a second director;

(ii) the secretary; or

(iii) by a person appointed by the directors for the purpose.

30. Notices

30.1 Method of service

(a) The company may give a notice to a member by:

(i) delivering it personally;

(ii) sending it by prepaid post to the member's address in the register of members or any other address the member gives the company for notices; or

(iii) sending it by fax or other electronic means to the fax number or electronic address the member gives the company for notices; or

(iv) notifying the member by electronic means to the electronic address the member gives the company for notices that a document is available and how the member may access the document.

(b) A person who becomes entitled to a share registered in the name of a member, is taken to have received every notice which, before that person's name and address is entered in the register of members for those shares, is given to the member under rule 30.1.

(c) Where a member does not have a registered address or where the company believes that member is not known at the member's registered address, all notices are taken to be:

(i) given to the member if the notice is exhibited in the company's registered office for a period of 48 hours; and

(ii) served at the commencement of that period,

unless and until the member informs the company of the member's address.

(d) If the company elects to give notice to a member by electronic means under rule 30.1(a)(iv) and the member has not given the company an electronic address for notices, all notices are taken to be:

(i) given to the member if the notice is exhibited on the company's website for a period of 48 hours; and

(ii) served at the commencement of that period,

unless and until the member informs the company of the member's electronic address.

30.2 Time of service

(a) A notice from the company properly addressed and posted is taken to be given and received on the day after the day of its posting.

(b) A notice sent or given by fax or other electronic transmission:

(i) is taken to be effected by properly addressing and transmitting the fax or other electronic transmission; and

(ii) is taken to have been given and received on the day of its transmission.

(c) Where a given number of days' notice or notice extending over any other period must be given, the day of service is not to be counted in the number of days or other period.

30.3 Evidence of service

A certificate signed by a director or secretary stating that a notice has been given under this constitution is conclusive evidence of that fact.

30.4 Joint holders

A notice may be given by the company to the joint holders of a share by giving it to the joint holder first named in the register of members for the share.

30.5 Other communications and documents

Rules 30.1 to 30.4 (inclusive) apply, so far as they can and with any necessary changes, to serving any communication or document.

31. General

31.1 Submission to jurisdiction

Each member submits to the non-exclusive jurisdiction of the Supreme Court of the state or territory in which the company is taken to be registered for the purposes of the Corporations Act, the Federal Court of Australia and the courts which may hear appeals from those courts.

31.2 Prohibition and enforceability

Any part of this constitution which is prohibited on unenforceable in any place is, in that place, ineffective only to the extent of that prohibition or unenforceability.

Exhibit 4.1

SEE REVERSE FOR IMPORTANT NOTICE REGARDING OWNERSHIP AND TRANSFER RESTRICTIONS AND CERTAIN OTHER INFORMATION

CENNTRO

INCORPORATED UNDER THE LAWS OF AUSTRALIA

ORDINARY SHARES

CUSIP Q6519V 12 0

SEE REVERSE FOR CERTAIN DEFINITIONS

THIS CERTIFIES THAT

SPECIMEN

IS THE OWNER OF

FULLY PAID AND NON-ASSESSABLE SHARES OF THE ORDINARY SHARES NO PAR VALUE, OF

CENNTRO ELECTRIC GROUP LIMITED ACN 619 054 938

transferable on the books of the Company in Person or by duly authorized attorney, upon surrender of this Certificate properly endorsed. This Certificate and the shares represented hereby, are issued and shall be held subject to all of the provisions of the Constitution, as it may be amended, of the Company (copies of which are on file with the Company and with the Transfer Agent), to all of which each holder, by acceptance hereof, assents. This Certificate is not valid unless countersigned and registered by the Transfer Agent and Registrar.

Signed by Cenntro Electric Group Limited ACN 619 054 938 by:

DIRECTOR

SEAL

COMPANY SECRETARY

0000001

COUNTERSIGNED AND REGISTERED
CONTINENTAL STOCK TRANSFER & TRUST COMPANY
(New York, N.Y.)
TRANSFER AGENT AND REGISTRAR
BY
AUTHORIZED SIGNATURE

The following abbreviations, when used in the inscription on the face of this certificate, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM	– as tenants in common
TEN ENT	– as tenants by the entireties
IT TEN	– as joint tenants with right of survivorship and not as tenants in common
TTEE	– trustee under Agreement dated _____

UNIF GIFT MIN ACT– _____ (Cust) Custodian _____ (Minor)
under Uniform Gifts to Minors
Act _____ (State)

Additional abbreviations may also be used though not in the above list.

For value received, _____ hereby sell, assign and transfer unto

PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE

_____

PLEASE PRINT OR TYPEWRITE NAME AND ADDRESS INCLUDING POSTAL ZIP CODE OF ASSIGNEE.

_____

_____

_____ Shares of the ordinary shares represented by this certificate and do hereby irrevocably constitute and appoint _____

_____,

attorney, to transfer the said shares on the books of the within-named corporation with full power of substitution in the premises.

DATED _____

_____

NOTICE: The signature to this assignment must correspond with the name as written upon the face of the certificate in every particular without alteration or enlargement or any change whatever.

SIGNATURE GUARANTEED:

_____

THE SIGNATURE(S) SHOULD BE GUARANTEED BY AN ELIGIBLE GUARANTOR INSTITUTION, (BANKS, STOCKBROKERS, SAVINGS AND LOAN ASSOCIATIONS AND CREDIT UNIONS WITH MEMBERSHIP IN AN APPROVED SIGNATURE GUARANTEE MEDALLION PROGRAM), PURSUANT TO S.E.C. RULE 17Ad-15.

Exhibit 10.1

DATED 30 DECEMBER 2021

NAKED BRAND GROUP LIMITED

and

CENNTRO AUTOMOTIVE GROUP LIMITED
(a Cayman Islands company)

SHARE PURCHASE AGREEMENT

in relation to

Cenntro Automotive Group Limited
(a Hong Kong company)

CONTENTS

THIS AGREEMENT is made on the 30th day of December 2021

between:

(1) **NAKED BRAND GROUP LIMITED (ACN 619 054 938)**, a company incorporated in Australia and having its registered office at Suite 61.06, Level 61, MLC Centre, 25 Martin Place, Sydney NSW 2000, Australia (the "**Buyer"**); and

(2) **CENNTRO AUTOMOTIVE GROUP LIMITED,** a company incorporated in the Cayman Islands limited by shares and having its registered office at Sertus Chambers, Governors Square, Suite # 5-204, 23 Lime Tree Bay Avenue, Grand Cayman, KY1-1104, Cayman Islands (the "**Seller**"),

each a "**Party**" and, together, the "**Parties**".

WHEREAS:

(A) The Company (as defined below) is a limited liability company incorporated and existing under the laws of Hong Kong (as defined below).

(B) As at the date of this Agreement, the Company has issued 1,000 ordinary shares (the "**Sale Shares**"), representing the entire issued shares of the Company, which are legally and beneficially held by the Seller.

(C) The Seller has agreed to sell and the Buyer has agreed to buy the Sale Shares (as defined above), on the terms and subject to the conditions of this Agreement. Upon Closing (as defined below), the Buyer will be the sole shareholder of the Company.

THE PARTIES AGREE AS FOLLOWS:

1. Interpretation

1.1 The definitions and rules of interpretation in this clause apply in this Agreement.

"Affiliate" means, in respect of a specified person, any other person who, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with such specified person;

"Closing" means the closing of the sale and purchase of the Sale Shares;

"Company" means Cenntro Automotive Group Limited (恒源電動汽車集團股份有限公司), a company incorporated in Hong Kong with limited liability with the company number 2340092;

"Consideration Shares"	means such number of shares of the Buyer issued and allotted to the Seller as are determined to be the consideration for the sale and purchase of the Sale Shares in accordance with the Master SPA;
"Lien"	means any mortgage, pledge, security interest, encumbrance, lien, restriction or charge of any kind (including, without limitation, any conditional sale or other title retention agreement or lease in the nature thereof, any sale with recourse against the Seller or any Affiliate of the Seller, or any agreement to give any security interest);
"Master SPA"	means the stock purchase agreement, dated 5 November 2021, between the Buyer, the Seller, the Company, Cenntro Automotive Corporation (a Delaware corporation and a wholly owned subsidiary of the Seller), and Cenntro Electric Group, Inc. (a Delaware corporation and a wholly owned subsidiary of the Seller);
"Parent Loan"	means that certain loan agreement with Buyer, dated as of 5 November 2021, pursuant to which Buyer has made a loan to the Company and others in the aggregate principal amount of $30 million
"Hong Kong"	means the Hong Kong Special Administrative Region of the People's Republic of China;
"Sale Shares"	has the meaning ascribed to it in recital (B) of this Agreement; and

1.2 Clause and schedule headings do not affect the interpretation of this Agreement.

1.3 A reference to a clause or a schedule is a reference to a clause of, or schedule to, this Agreement. A reference to a paragraph is to a paragraph of the relevant schedule.

1.4 Words in the singular include the plural and in the plural include the singular.

1.5 A reference to one gender includes a reference to the other gender.

1.6 References to writing or written shall include any methods of producing or reproducing words in a legible and non-transitory form, including faxes and email.

1.7 References to this Agreement shall be construed as references to such document as the same may be amended or varied from time to time.

2. Sale and purchase

On the terms and subject to the conditions of this Agreement, at the Closing, the Seller shall sell to the Buyer, and the Buyer shall purchase from the Seller, the Sale Shares, free and clear of all Liens (other than (a) Liens under the Parent Loan and (b) transfer restrictions under any applicable securities laws and the articles of association of the Company).

3. Consideration

3.1 In consideration of the Seller agreeing to sell the Sale Shares to the Buyer, the Buyer shall allot and issue the Consideration Shares to the Seller, credited as fully paid.

3.2 The Seller hereby confirms and agrees with the Buyer that payment by the Buyer of the consideration for the Sale Shares in the manner set out in Clause 3.1 shall constitute an absolute and complete discharge by the Buyer of its obligations to make payment of the consideration for the Sale Shares to the Seller under this Agreement.

4. Closing

Closing shall take place on the date of this Agreement, or at such other time and/or date as may be agreed between the Seller and Buyer in writing.

5. Notices

All notices, requests, claims, demands, and other communications hereunder shall be in writing and shall be given (and shall be deemed to have been duly given upon receipt) by delivery in person, by email, or by internationally recognized overnight delivery service to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a
notice given in accordance with this Clause 5):

if to Buyer:

Naked Brand Group Limited
Level 61, MLC Centre, 25 Martin Place
Sydney, NSW 2000, Australia
Attention: Justin Davis-Rice, CEO and Mark Ziirsen, CFO
Email: justin.davis@nakedbrands.com and mark.ziirsen@nakedbrands.com

with copies to:

Graubard Miller
The Chrysler Building
405 Lexington Avenue, 11th Floor
New York, New York 10174

Attention: David Alan Miller / Eric T. Schwartz
Email: dmiller@graubard.com and eschwartz@graubard.com

if to Seller:

Cenntro Automotive Group Limited
c/o Cenntro Electric Group, Inc.
501 Okerson Road
Freehold, New Jersey 07728
Attention: Peter Z. Wang and Edmond Cheng
Email: peterw@cenntromotors.com and edmondc@cenntromotors.com

with copies to:
Pillsbury Winthrop Shaw Pittman LLP
31 West 52nd Street
New York, New York 10019
Attention: Jonathan J. Russo and Ted Powers III
Email: jonathan.russo@pillsburylaw.com and ted.powers@pillsbury.com

6. Counterparts

This Agreement may be executed in any number of counterparts and by the Parties on separate counterparts but shall not be effective until each Party has executed and delivered at least one counterpart and each such counterpart shall constitute an original of this Agreement but which all the counterparts shall together constitute the same agreement. Any Party may enter into this Agreement by signing any such counterpart.

7. Governing law and jurisdiction

7.1 This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Delaware, regardless of the law that might otherwise govern under applicable principles of conflicts of law thereof.

7.2 Each of the Parties irrevocably consents to the exclusive jurisdiction and venue of the Delaware Chancery Court (or, if the Delaware Chancery Court shall be unavailable, any other court in the State of Delaware or, in the case of claims to which the federal courts have exclusive subject matter jurisdiction, any federal courts of the United States of America sitting in the State of Delaware) in connection with any matter based upon or arising out of this Agreement (or any transaction contemplated by this Agreement).

7.3 Each of the Parties agrees that process may be served upon them in any manner authorized by the laws of the State of Delaware for such Party and waives and covenants not to assert or plead any objection which they might otherwise have to such jurisdiction, venue, and manner of service of process. Each Party hereby agrees not to commence any legal proceedings relating to or arising out of this Agreement (or any transaction contemplated by this Agreement) in any jurisdiction or court, other than as provided herein.

7.4 Without limiting the foregoing, each Party agrees that service of process on such Party in accordance with Clause 5 shall be deemed effective service of process on such Party and each Party waives any further argument that such service is insufficient.

IN WITNESS WHEREOF the Parties have executed this Agreement on the date first above written.

EXECUTED by **NAKED BRAND GROUP LIMITED ACN 619 054 938** in accordance with section 127(1) of the *Corporations Act 2001* (Cth):

/s/ Justin Davis-Rice	/s/ Mark Ziirsen
Signature of Director	Signature of Director / Company Secretary (delete as applicable)
Justin Davis-Rice	Mark Ziirsen
Name of Director (Please print)	Name of Director / Company Secretary (Please print)

Witnessed by:

/s/ Kelvin Fitzalan

Name: Kelvin Fitzalan

[Signature page to the local Hong Kong SPA]

Signed by **Peter Zuguang Wang**	)
for and on behalf of	)
CENNTRO AUTOMOTIVE GROUP	)
LIMITED	) /s/ Peter Zuguang Wang

Witnessed by:

/s/ Peter Lauria

Name: Peter Lauria

[Signature page to the local Hong Kong SPA]

Exhibit 10.2

REGISTRATION RIGHTS AGREEMENT

This **REGISTRATION RIGHTS AGREEMENT** (this "**Agreement**"), dated as of December 30, 2021 and effective on the Business Combination Date, is by and among Naked Brand Group Limited (ACN 619 054 938), an Australian company (the "**Company**"), the undersigned buyers (the "**Buyers**"), the undersigned sellers (the "**Sellers**"), and the other holders (the "**Other Holders**" and, together with the Buyers and the Sellers, the "**Holders**").

RECITALS

A. In connection with the Note Purchase Agreement by and between Cenntro Automotive Group Limited, a Cayman Island company limited by shares ("**CAG**"), and the other parties thereto, dated as of November 4, 2021 (the "**Note Purchase Agreement**"), CAG has agreed, upon the terms and subject to the conditions of the Note Purchase Agreement, to issue and sell to the Buyers the Convertible Notes (as defined in the Note Purchase Agreement).

B. To induce the Buyers to consummate the transactions contemplated by the Note Purchase Agreement, CAG has agreed to cause the Company to enter into this Agreement as of the date hereof, but effective upon the Business Combination Date, so that the Company can provide certain registration rights under the Securities Act of 1933, as amended, and the rules and regulations thereunder, or any similar successor statute (collectively, the "**Securities Act**"), and applicable state securities laws to the Buyers relating to the Ordinary Shares received by the Buyers in respect of their Conversion Shares (as defined in the Note Purchase Agreement).

C. To induce CAG to consummate the transactions contemplated by the Acquisition Agreement, the Company has agreed to enter into this Agreement as of the date hereof, but effective upon the Business Combination Date, so that the Company can provide certain registration rights under the Securities Act and applicable state securities laws to the Sellers relating to the Ordinary Shares received by CAG in connection with the Acquisition Agreement and which Sellers receive pursuant to the Distribution described in Section 1.13 of the Acquisition Agreement.

D. As compensation for services rendered to the Company, the Company has granted Ordinary Shares and Stock Options to the Other Holders, each of whom is a director or executive officer of the Company.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Holders hereby agree as follows:

1. Definitions.

Capitalized terms used herein and not otherwise defined herein shall have the respective meanings set forth in the Note Purchase Agreement. As used in this Agreement, the following terms shall have the following meanings:

(a) "**Acquisition Agreement**" means that certain Stock Purchase Agreement, dated November 5, 2021, by and among the Company, CAG, Cenntro Automotive Group Limited, a Hong Kong private company limited by shares and a wholly owned subsidiary of CAG ("**CAG HK**"), Cenntro Automotive Corporation, a Delaware corporation and a wholly owned subsidiary of CAG ("**CAC**"), and Cenntro Electric Group, Inc., a Delaware corporation and a wholly owned subsidiary of CAG ("**CEG**").

(b) "**Business Combination**" means the purchase of the capital stock of CAG HK, CAC, and CEG, by the Company.

(c) "**Business Combination Date**" means the date on which closing of the Business Combination occurs.

(d) "**Business Day**" means any day other than (i) Saturday, Sunday or any other day on which commercial banks in New York, New York are authorized or required by law to remain closed or (ii) with respect to dates on which filings are required to be made with the SEC, any day on which the SEC is not open and available to accept filings.

(e) "**Effective Date**" means the date that the applicable Registration Statement has been declared effective by the SEC.

(f) "**Effectiveness Deadline**" means with respect to the Initial Registration Statement required to be filed pursuant to Section 2(a), the 75th calendar day after the Business Combination Date. Notwithstanding the foregoing or anything to the contrary herein, if the Effectiveness Deadline falls on a day that is not a Business Day, the Effectiveness Deadline shall be on the next succeeding Business Day.

(g) "**Filing Deadline**" means with respect to the Initial Registration Statement required to be filed pursuant to Section 2(a), the fifth Business Day after the Business Combination Date.

(h) "**Investor**" means a Holder or any transferee or assignee of any Registrable Securities to whom such Holder assigns its rights under this Agreement and who agrees to become bound by the provisions of this Agreement in accordance with Section 9 and any transferee or assignee thereof to whom a transferee or assignee of any Registrable Securities, assigns its rights under this Agreement and who agrees to become bound by the provisions of this Agreement in accordance with Section 9.

(i) "**Ordinary Shares**" means ordinary shares of the Company, no par value per share.

(j) "**Person**" means an individual, a limited liability company, a partnership, a joint venture, a corporation, or any other entity of any kind or nature whatsoever, a trust, an unincorporated organization or a government or any department or agency or portion thereof.

(k) "**register**," "**registered**," and "**registration**" refer to a registration of the Ordinary Shares effected by preparing and filing one or more Registration Statements in compliance with the Securities Act and pursuant to Rule 415 and the declaration of effectiveness of such Registration Statement(s) by the SEC.

(l) "**Registrable Securities**" means (i) the Ordinary Shares of the Company received by the Buyers pursuant to the Distribution described in Section 1.13 of the Acquisition Agreement, (ii) the Ordinary Shares of the Company received by the Sellers pursuant to the Distribution described in Section 1.13 of the Acquisition Agreement, (iii) the Ordinary Shares of the Company issued or to be issued to the Other Holders, including the Ordinary Shares issued or issuable upon exercise of Stock Options granted to the Other Holders, as compensation for services rendered to the Company, in each case, including, without limitation, any securities issued or issuable as a result of any stock split, stock dividend, recapitalization, exchange or similar event or otherwise. As to any Registrable Securities, such securities shall cease to be Registrable Securities when: (a) a Registration Statement with respect to the sale of such securities shall have become effective under the Securities Act and such securities shall have been sold, transferred, disposed of or exchanged in accordance with such Registration Statement; (b) such securities shall have been otherwise transferred, new certificates for them not bearing a legend restricting further transfer shall have been delivered by the Company, and subsequent public distribution of them shall not require registration under the Securities Act; or (c) such securities are freely saleable under Rule 144 under the Securities Act without the requirement for current public information and without volume or manner of sale limitations.

(m) "**Registration Statement**" means a registration statement or registration statements of the Company required to be filed by this Agreement, including (in each case) the prospectus, amendments and supplements to any such registration statement or prospectus, including pre- and post-effective amendments, all exhibits thereto, and all material incorporated by reference or deemed to be incorporated by reference in any such registration statement, filed under the Securities Act covering Registrable Securities (and the term **"Initial Registration Statement"** shall mean the initial Registration Statement filed pursuant to Section 2(a)).

(n) "**Required Holders**" means the holders of a majority in interest of each of (x) the Registrable Securities described in clause (i) of the definition of Registrable Securities, (y) the Registrable Securities described in clause (ii) of the definition of Registrable Securities, and (z) the Registrable Securities described in clause (iii) of the definition of Registrable Securities.

(o) "**Rule 144**" means Rule 144 promulgated by the SEC under the Securities Act, as such rule may be amended from time to time, or any other similar or successor rule or regulation of the SEC that may at any time permit the Investors to sell securities of the Company to the public without registration.

(p) "**Rule 415**" means Rule 415 promulgated by the SEC under the Securities Act, as such rule may be amended from time to time, or any other similar or successor rule or regulation of the SEC providing for offering securities on a continuous or delayed basis.

(q) "**SEC**" means the United States Securities and Exchange Commission or any successor thereto.

(r) "**Stock Option**" means any option or warrant to purchase Ordinary Shares granted by the Company to a director, officer, employee, or consultant of the Company.

(s) "**Subsequent Registration Statement**" has the meaning assigned to it in Section 2(b) hereof.

2. Registration.

(a) Mandatory Registration. The Company shall prepare and, as soon as practicable, but in no event later than the Filing Deadline, file with the SEC the Initial Registration Statement on Form F-3ASR (or, if the Company is not then eligible to use Form F-3ASR, Form F-3, Form F-1 or other available form) covering the resale of all of the Registrable Securities (together with such other number of Ordinary Shares constituting Registrable Securities as may be registered thereunder pursuant to Rule 416 or otherwise). Such Initial Registration Statement shall contain (except if otherwise directed by the Required Holders) the "Selling Shareholder" and "Plan of Distribution" sections in substantially the form attached hereto as **Exhibit B**. The Company shall use its commercially reasonable efforts to have such Initial Registration Statement, declared effective by the SEC as soon as practicable, but in no event later than the applicable Effectiveness Deadline for such Registration Statement.

(b) Subsequent Registration Statement. If the Initial Registration Statement ceases to be effective under the Securities Act for any reason at any time during the Registration Period, the Company shall, subject to Section 4(a), use its commercially reasonable efforts to as promptly as is reasonably practicable cause the Initial Registration Statement to again become effective under the Securities Act (including obtaining the prompt withdrawal of any order suspending the effectiveness of the Initial Registration Statement) or file an additional registration statement (a "**Subsequent Registration Statement**") registering the resale of all Registrable Securities that remain outstanding. If a Subsequent Registration Statement is filed, the Company shall use its commercially reasonable efforts to (i) cause such Subsequent Registration Statement to become effective under the Securities Act as promptly as is reasonably practicable after the filing thereof and (ii) keep such Subsequent Registration Statement continuously effective, available for use and in compliance with the provisions of the Securities Act until such time as there are no longer any Registrable Securities. Any such Subsequent Registration Statement shall be on Form F-3 to the extent that the Company is eligible to use such form. Otherwise, such Subsequent Registration Statement shall be on another appropriate form.

(c) Legal Counsel. Subject to Section 5, Esousa Holdings LLC ("**Esousa**") shall have the right to select one (1) legal counsel to review and comment, solely on its behalf and at its cost and expense, on any Registration Statement filed with the SEC pursuant to this Section 2 ("**Legal Counsel**"), which shall be McDermott Will & Emery LLP or such other counsel as thereafter designated by Esousa.

(d) Effect of Failure to File and Obtain and Maintain Effectiveness of any Registration Statement. If (i) a Registration Statement covering the resale of all of the Registrable Securities required to be covered thereby and required to be filed by the Company pursuant to this Agreement is (A) not filed with the SEC on or before the Filing Deadline for such Registration Statement (a "**Filing Failure**") (it being understood that if the Company files a Registration Statement without affording each Investor the opportunity to review and comment on the same as required by Section 3(c) hereof, the Company shall be deemed to not have satisfied this clause (i)(A) and such event shall be deemed to be a Filing Failure) or (B) not declared effective by the SEC on or before the Effectiveness Deadline for such Registration Statement (an "**Effectiveness Failure**"), the Company shall be deemed to not have satisfied this clause (i)(B) and such event shall be deemed to be an Effectiveness Failure, (ii) on any day after the Effective Date of a Registration Statement sales of the Registrable Securities required to be included on such Registration Statement cannot be made pursuant to such Registration Statement (including, without limitation, because of a failure to keep such Registration Statement effective) (a "**Maintenance Failure**"), for more than five (5) consecutive calendar days or more than an aggregate of ten (10) calendar days (which need not be consecutive calendar days) during any 12-month period; provided that a Maintenance Failure shall not be deemed to occur for the purposes of this section to the extent a post-effective amendment to the Registration Statement is required for the purpose of meeting the requirements of section 10(a)(3) of the Securities Act and the resulting Maintenance Failure continues for fifteen (15) days or less (which, for the avoidance of doubt, shall not be counted toward the five and ten-day periods above), then, following written notice to the Company by the Required Holders, as partial relief for the damages to any holder by reason of any such delay in, or reduction of, its ability to sell the underlying Ordinary Shares (which remedy shall not be exclusive of any other remedies available at law or in equity), the Company shall pay to each Buyer holder of Registrable Securities relating to such Registration Statement an amount in cash equal to one percent (1%) of the applicable Buyer's total committed purchase price for the Registrable Securities affected by such failure pursuant to the Note Purchase Agreement (i.e., if all of the Buyer's Securities are so affected, 1.0% of $50,000,000, or $500,000) (1) within three (3) Business Days after the date of such Filing Failure, Effectiveness Failure or Maintenance Failure, as applicable, and (2) on every thirty (30) day anniversary of (I) a Filing Failure until such Filing Failure is cured; (II) an Effectiveness Failure until the earlier of such Effectiveness Failure is cured or the expiration of the Registration Period; or (III) a Maintenance Failure until such Maintenance Failure is cured. The payments to which a Buyer holder of Registrable Securities shall be entitled pursuant to this Section 2(d) are referred to herein as "**Registration Delay Payments**." Following the initial Registration Delay Payment for any particular event or failure (which shall be paid on the date of such event or failure, as set forth above), without limiting the foregoing, if an event or failure giving rise to the Registration Delay Payments is cured prior to any thirty (30) day anniversary of such event or failure, then no further Registration Delay Payment(s) shall accrue after such cure. In the event the Company fails to make Registration Delay Payments in a timely manner in accordance with the foregoing, such Registration Delay Payments shall bear interest at the rate of one percent (1%) per month (prorated for partial months) until paid in full. Notwithstanding the foregoing, no Registration Delay Payments shall be owed to an Investor: (i) with respect to a Filing Failure, an Effectiveness Failure or a Maintenance Failure, for any period after the date on which such Investor may conduct a resale of all of its Registrable Securities in reliance on a valid exemption from registration in accordance with Rule 144 and (ii) with respect to any Registrable Securities excluded from a Registration Statement by election of an Investor. Notwithstanding anything herein to the contrary, the Company shall not be required to make more than an aggregate of six (6) Registration Delay Payments pursuant to this Section 2(d).

(e) Offering. Notwithstanding anything to the contrary contained in this Agreement, the Company agrees with the Holders that each Registration Statement required to become effective hereunder shall become effective and be used for resales by the Investors such that it does not constitute and is not deemed to constitute an offering of securities by, or on behalf of, the Company, and that permits the continuous resale at the market by the Investors participating therein (or as otherwise may be acceptable to each Investor) without such Investors being named therein as an "underwriter."

(f) Piggyback Registrations. Without limiting any obligation of the Company hereunder (including its obligations under Section 2(g)) or under the Note Purchase Agreement, if there is not an effective Registration Statement covering all of the Registrable Securities or the prospectus contained therein is not available for use and the Company shall determine to prepare and file with the SEC a registration statement relating to an offering for its own account or the account of others under the Securities Act of any of its equity securities (other than on Form S-4 or Form S-8 (each as promulgated under the Securities Act) or their then equivalents relating to equity securities to be issued solely in connection with any acquisition of any entity or business or equity securities issuable in connection with the Company's stock option or other employee benefit plans), then the Company shall deliver to each Investor a written notice of such determination and, if within fifteen (15) days after the date of the delivery of such notice, any such Investor shall so request in writing, the Company shall include in such registration statement all or any part of such Registrable Securities such Investor requests to be registered; provided, however, that, for the purposes of clarity, the Company shall not be required to register any Registrable Securities pursuant to this Section 2(f) that are eligible for resale pursuant to Rule 144 without restriction (including, without limitation, volume restrictions) and without the need for current public information required by Rule 144(c)(1) (or Rule 144(i)(2), if applicable) or that are the subject of a then-effective Registration Statement. Notwithstanding anything else to the contrary in this Section 2(f), if the Registration Statement is in the form of an underwritten offering and the managing underwriter(s) advise the Company that the dollar amount or number of Registrable Securities, taken together with all of the other securities which the Company desires to sell or for which registration has been requested pursuant to written contractual piggy-back registration rights held by other stockholders, exceeds the maximum dollar amount or maximum number of securities that can be sold in such offering without adversely affecting the proposed offering price, timing, distribution method, or probability of success (collectively, such limitation the "**Maximum Number of Securities**"), then the Company shall limit the securities to be included on such Registration Statement to: first, the number of securities which the Company desires to sell for itself without exceeding the Maximum Number of Securities; and second, securities (including Registrable Securities) for which registration has been requested pursuant to written contractual piggy-back registration rights, pro rata in accordance with the number of securities that each such person has requested be included in such registration regardless of the number of securities held by each such person, that can be sold without exceeding the Maximum Number of Securities.

(g) No Inclusion of Other Securities. Except as set forth in Schedule 2(g) hereto, in no event shall the Company include any securities other than Registrable Securities on any Registration Statement without the prior written consent of the Required Holders (which consent shall not be unreasonably withheld, conditioned or delayed).

3. Related Obligations.

The Company shall use its commercially reasonable efforts to effect the registration of the Registrable Securities in accordance with the intended method of disposition thereof, and, pursuant thereto, the Company shall have the following obligations:

(a) The Company shall promptly prepare and file with the SEC (i) the Initial Registration Statement with respect to all the Registrable Securities (but in no event later than the applicable Filing Deadline) and use its commercially reasonable efforts to cause such Registration Statement to become effective as soon as practicable after such filing (but in no event later than the Effectiveness Deadline) and (ii), if applicable, a Subsequent Registration Statement. The Company shall keep each Registration Statement effective (and the prospectus contained therein available for use) pursuant to Rule 415 for resales by the Investors on a delayed or continuous basis at then-prevailing market prices (and not fixed prices) at all times until the earlier of (i) the date as of which the Investors are eligible to sell all of the Registrable Securities required to be covered by such Registration Statement without restriction pursuant to Rule 144 (including, without limitation, volume restrictions) and without the need for current public information required by Rule 144(c)(1) (or Rule 144(i)(2), if applicable) or (ii) the date on which the Investors shall have sold all of the Registrable Securities covered by such Registration Statement (the "**Registration Period**"). Notwithstanding anything to the contrary contained in this Agreement, the Company shall ensure that, when filed and at all times while effective, each Registration Statement (including, without limitation, all amendments and supplements thereto) and the prospectus (including, without limitation, all amendments and supplements thereto) used in connection with such Registration Statement (1) shall not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein, or necessary to make the statements therein (in the case of prospectuses, in the light of the circumstances in which they were made) not misleading and (2) will disclose (whether directly or through incorporation by reference to other SEC filings to the extent permitted) all material information regarding the Company and its securities. The Company shall submit to the SEC, within five (5) Business Days after the later of the date that (i) the Company learns that no review of a particular Registration Statement will be made by the Staff or that the Staff has no further comments on a particular Registration Statement (as the case may be) and (ii) the consent of Legal Counsel is obtained pursuant to Section 3(c) (which consent shall be immediately sought), a request for acceleration of effectiveness of such Registration Statement to a time and date not later than forty-eight (48) hours after the submission of such request.

(b) The Company shall prepare and file with the SEC such amendments (including, without limitation, post-effective amendments) and supplements to each Registration Statement and the prospectus used in connection with each such Registration Statement, which prospectus is to be filed pursuant to Rule 424 promulgated under the Securities Act, as may be necessary to keep each such Registration Statement effective at all times during the Registration Period for such Registration Statement, and, during such period, comply with the provisions of the Securities Act with respect to the disposition of all Registrable Securities of the Company required to be covered by such Registration Statement until such time as all of such Registrable Securities shall have been disposed of in accordance with the intended methods of disposition by the seller or sellers thereof as set forth in such Registration Statement; provided, however, that by 5:30 p.m. (New York time) on the Business Day immediately following each Effective Date, the Company shall file with the SEC in accordance with Rule 424(b) under the Securities Act the final prospectus to be used in connection with sales pursuant to the applicable Registration Statement (whether or not such a prospectus is technically required by such rule). In the case of amendments and supplements to any Registration Statement which are required to be filed pursuant to this Agreement (including, without limitation, pursuant to this Section 3(b)) by reason of the Company filing a report on Form 20-F or any similar or successor report under the Securities Exchange Act of 1934, as amended (the "**1934 Act**"), the Company shall have incorporated such report by reference into such Registration Statement, if applicable, or shall file such amendments or supplements with the SEC on the same day on which the 1934 Act report is filed which created the requirement for the Company to amend or supplement such Registration Statement.

(c) The Company shall (A) permit Legal Counsel to review and comment upon (i) each Registration Statement at least two (2) Business Days prior to its filing with the SEC and (ii) all amendments and supplements to each Registration Statement (including, without limitation, the prospectus contained therein) (except for Annual Reports on Form 20-F, Report of Foreign Private Issuer on Form 6-K, and any similar or successor reports) within a reasonable number of days prior to their filing with the SEC, and (B) not file any Registration Statement or amendment or supplement thereto in a form to which Legal Counsel reasonably objects. The Company shall not submit a request for acceleration of the effectiveness of a Registration Statement or any amendment or supplement thereto or to any prospectus contained therein without the prior consent of Legal Counsel, which consent shall not be unreasonably withheld, conditioned or delayed. The Company shall promptly furnish to Legal Counsel without charge, (i) copies of any correspondence from the SEC or the Staff to the Company or its representatives relating to each Registration Statement; provided that such correspondence shall not contain any material, non-public information regarding the Company or any of its Subsidiaries (as defined in the Note Purchase Agreement), (ii) after the same is prepared and filed with the SEC, one (1) copy of each Registration Statement and any amendment(s) and supplement(s) thereto, including, without limitation, financial statements and schedules, all documents incorporated therein by reference, if requested by an Investor, and all exhibits and (iii) upon the effectiveness of each Registration Statement, one (1) copy of the prospectus included in such Registration Statement and all amendments and supplements thereto. The Company shall reasonably cooperate with Legal Counsel in performing the Company's obligations pursuant to this Section 3.

(d) The Company shall promptly furnish to each Investor whose Registrable Securities are included in any Registration Statement, without charge, if requested by an investor (i) after the same is prepared and filed with the SEC, one (1) copy of each Registration Statement and any amendment(s) and supplement(s) thereto, including, without limitation, financial statements and schedules, all documents incorporated therein by reference, all exhibits and each preliminary prospectus, (ii) upon the effectiveness of each Registration Statement, one (1) copy of the prospectus included in such Registration Statement and all amendments and supplements thereto (or such other number of copies as such Investor may reasonably request from time to time) and (iii) such other documents, including, without limitation, copies of any preliminary or final prospectus, as such Investor may reasonably request from time to time in order to facilitate the disposition of the Registrable Securities owned by such Investor. Notwithstanding the foregoing, the Company shall not have any obligation to provide any documents to such Investors under this Section 3(d) to the extent such document is available on the SEC's EDGAR system.

(e) The Company shall use its commercially reasonable efforts to (i) register and qualify, unless an exemption from registration and qualification applies, the resale by Investors of the Registrable Securities covered by a Registration Statement under such other securities or "blue sky" laws of all applicable jurisdictions in the United States, (ii) prepare and file in those jurisdictions, such amendments (including, without limitation, post-effective amendments) and supplements to such registrations and qualifications as may be necessary to maintain the effectiveness thereof during the Registration Period, (iii) take such other actions as may be necessary to maintain such registrations and qualifications in effect at all times during the Registration Period, and (iv) take all other actions reasonably necessary or advisable to qualify the Registrable Securities for sale in such jurisdictions; provided, however, that the Company shall not be required in connection therewith or as a condition thereto to (x) qualify to do business in any jurisdiction where it would not otherwise be required to qualify but for this Section 3(e) or (y) subject itself to general taxation in any such jurisdiction. The Company shall promptly notify Legal Counsel and each Investor who holds Registrable Securities of the receipt by the Company of any notification with respect to the suspension of the registration or qualification of any of the Registrable Securities for sale under the securities or "blue sky" laws of any jurisdiction in the United States or its receipt of actual notice of the initiation or threatening of any proceeding for such purpose.

(f) The Company shall notify Legal Counsel and each Investor in writing of the happening of any event, as promptly as practicable after becoming aware of such event, as a result of which the prospectus included in a Registration Statement, as then in effect, includes an untrue statement of a material fact or omission to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading (provided that in no event shall such notice contain any material, non-public information regarding the Company or any of its Subsidiaries), and promptly prepare a supplement or amendment to such Registration Statement and such prospectus contained therein to correct such untrue statement or omission and deliver copies of such supplement or amendment to Legal Counsel and each Investor (as Legal Counsel, legal counsel for each other Investor or such Investor may reasonably request). The Company shall also promptly notify Legal Counsel and each Investor in writing (i) when a prospectus or any prospectus supplement or post-effective amendment has been filed, when a Registration Statement or any post-effective amendment has become effective (notification of such effectiveness shall be delivered to Legal Counsel and each Investor by facsimile or e-mail on the same day of such effectiveness and by overnight mail), and when the Company receives written notice from the SEC that a Registration Statement or any post-effective amendment will be reviewed by the SEC, (ii) of any request by the SEC for amendments or supplements to a Registration Statement or related prospectus or related information, (iii) of the Company's reasonable determination that a post-effective amendment to a Registration Statement would be appropriate; and (iv) of the receipt of any request by the SEC or any other federal or state governmental authority for any additional information relating to the Registration Statement or any amendment or supplement thereto or any related prospectus. The Company shall respond as promptly as practicable to any comments received from the SEC with respect to each Registration Statement or any amendment thereto (it being understood and agreed that the Company shall use commercially reasonable efforts to respond to any such comments shall be delivered to the SEC no later than five (5) Business Days after the receipt thereof).

(g) The Company shall (i) use its commercially reasonable efforts to prevent the issuance of any stop order or other suspension of effectiveness of each Registration Statement or the use of any prospectus contained therein, or the suspension of the qualification, or the loss of an exemption from qualification, of any of the Registrable Securities for sale in any jurisdiction and, if such an order or suspension is issued, to obtain the withdrawal of such order or suspension at the earliest possible moment and (ii) notify Legal Counsel and each Investor who holds Registrable Securities of the issuance of such order and the resolution thereof or its receipt of actual notice of the initiation or threat of any proceeding for such purpose.

(h) The Company shall hold in confidence and not make any disclosure of information concerning an Investor provided to the Company unless (i) disclosure of such information is necessary to comply with federal or state securities laws or delivered to the Company for the purpose of inclusion in a Registration Statement, (ii) the disclosure of such information is necessary to avoid or correct a misstatement or omission in any Registration Statement or is otherwise required to be disclosed in such Registration Statement pursuant to the Securities Act, (iii) the release of such information is ordered pursuant to a subpoena or other final, non-appealable order from a court or governmental body of competent jurisdiction, or (iv) such information has been made generally available to the public other than by disclosure in violation of this Agreement or any other Transaction Document. The Company agrees that it shall, upon learning that disclosure of such information concerning an Investor is sought by a court or governmental body of competent jurisdiction or through other means, give prompt written notice to such Investor and allow such Investor, at such Investor's expense, to undertake appropriate action to prevent disclosure of, or to obtain a protective order for, such information.

(i) Without limiting any obligation of the Company under the Note Purchase Agreement, the Company shall (i) use its commercially reasonable efforts either to cause all of the Registrable Securities covered by each Registration Statement to be listed on each securities exchange on which securities of the same class or series issued by the Company are then listed, if any, if the listing of such Registrable Securities is then permitted under the rules of such exchange, or (ii) if, despite the Company's commercially reasonable efforts to satisfy the preceding clause (i) the Company is unsuccessful in satisfying the preceding clause (i), without limiting the generality of the foregoing, use its commercially reasonable efforts to arrange for at least two market makers to register with the Financial Industry Regulatory Authority ("**FINRA**") as such with respect to such Registrable Securities.

(j) The Company shall cooperate with the Investors who hold Registrable Securities being offered and, to the extent applicable, facilitate the timely preparation and delivery of certificates (not bearing any restrictive legend) representing the Registrable Securities to be offered pursuant to a Registration Statement and enable, to the extent applicable, such certificates to be in such amounts (as the case may be) as the Investors may reasonably request from time to time and registered in such names as the Investors may request.

(k) If requested by an Investor, the Company shall as soon as practicable after receipt of notice from such Investor, (i) incorporate in a prospectus supplement or post-effective amendment such information as an Investor reasonably requests to be included therein relating to the sale and distribution of Registrable Securities, including, without limitation, information with respect to the number of Registrable Securities being offered or sold, the purchase price being paid therefor and any other terms of the offering of the Registrable Securities to be sold in such offering; (ii) make all required filings of such prospectus supplement or post-effective amendment after being notified of the matters to be incorporated in such prospectus supplement or post-effective amendment; and (iii) supplement or make amendments to any Registration Statement or prospectus contained therein if reasonably requested by an Investor holding any Registrable Securities.

(l) The Company shall use its commercially reasonable efforts to cause the Registrable Securities covered by a Registration Statement to be registered with or approved by such other governmental agencies or authorities as may be necessary to consummate the disposition of such Registrable Securities.

(m) The Company shall make generally available to its security holders as soon as practical, but not later than one hundred twenty (120) days after the close of the period covered thereby, an earnings statement (in form complying with, and in the manner provided by, the provisions of Rule 158 under the Securities Act) covering a twelve-month period beginning not later than the first day of the Company's fiscal half-year next following the applicable Effective Date of each Registration Statement.

(n) The Company shall otherwise use its commercially reasonable efforts to comply with all applicable rules and regulations of the SEC in connection with any registration hereunder.

(o) Within three (3) Business Days after a Registration Statement which covers Registrable Securities is declared effective by the SEC, the Company shall deliver, and shall cause legal counsel for the Company to deliver, to the transfer agent for such Registrable Securities (with copies to the Investors whose Registrable Securities are included in such Registration Statement) confirmation that such Registration Statement has been declared effective by the SEC substantially in the form attached hereto as **Exhibit A**.

(p) The Company shall use its commercially reasonable efforts to maintain eligibility for use of Form F-3 (or any successor form thereto) for the registration of the resale of all the Registrable Securities.

(q) The Company shall take all other reasonable actions necessary to expedite and facilitate disposition by each Investor of its Registrable Securities pursuant to each Registration Statement.

4. Obligations of the Investors.

(a) At least five (5) Business Days prior to the first anticipated filing date of each Registration Statement, the Company shall notify each Investor in writing of the information the Company seeks from each such Investor with respect to such Registration Statement. It shall be a condition precedent to the obligations of the Company to complete the registration pursuant to this Agreement with respect to the Registrable Securities of a particular Investor that such Investor shall furnish to the Company such information regarding itself, the Registrable Securities held by it and the intended method of disposition of the Registrable Securities held by it, as shall be reasonably required, in the good faith judgment of such Investor, to effect and maintain the effectiveness of the registration of such Registrable Securities and the Company shall not be required to pay any holder of Registrable Securities any fee under Section 2(d) if such Filing Failure or Effectiveness Failure was caused by such holders failure to provide the information to the Company required hereby.

(b) Each Investor agrees that, upon receipt of any notice from the Company of the happening of any event of the kind described in Section 3(g) or the first sentence of Section 3(f), such Investor will immediately discontinue disposition of Registrable Securities pursuant to any Registration Statement(s) covering such Registrable Securities until such Investor's receipt of the copies of the supplemented or amended prospectus contemplated by Section 3(f) or receipt of notice that no supplement or amendment is required.

(c) Each Investor covenants and agrees that it will comply with the prospectus delivery requirements of the Securities Act as applicable to it in connection with sales of Registrable Securities pursuant to a Registration Statement.

5. Expenses of Registration.

All reasonable expenses, other than underwriting discounts and commissions, incurred by the Company in connection with registrations, filings or qualifications pursuant to Sections 2 and 3, including, without limitation, all registration, listing and qualifications fees, printers and accounting fees, FINRA filing fees (if any) and fees and disbursements of counsel for the Company shall be paid by the Company, but excluding, for the avoidance of doubt, fees and disbursements of Legal Counsel.

6. Indemnification.

(a) To the fullest extent permitted by law, the Company will, and hereby does, indemnify, hold harmless and defend each Investor and each of its directors, officers, managers, shareholders, members, partners, employees, agents, advisors, representatives (and any other Persons with a functionally equivalent role of a Person holding such titles notwithstanding the lack of such title or any other title) and each Person, if any, who controls such Investor within the meaning of the Securities Act or the 1934 Act and each of the directors, officers, managers, shareholders, members, partners, employees, agents, advisors, representatives (and any other Persons with a functionally equivalent role of a Person holding such titles notwithstanding the lack of such title or any other title) of such controlling Persons (each, an "**Indemnified Person**"), against any losses, obligations, claims, damages, liabilities, contingencies, judgments, fines, penalties, charges, costs (including, without limitation, court costs, reasonable out-of-pocket attorneys' fees and costs of defense and investigation), amounts paid in settlement or expenses, joint or several, (collectively, "**Claims**") incurred in investigating, preparing or defending any action, claim, suit, inquiry, proceeding, investigation or appeal taken from the foregoing by or before any court or governmental, administrative or other regulatory agency, body or the SEC, whether pending or threatened, whether or not an indemnified party is or may be a party thereto ("**Indemnified Damages**"), to which any of them become subject insofar as such Claims (or actions or proceedings, whether commenced or threatened, in respect thereof) arise out of or are based upon: (i) any untrue statement or alleged untrue statement of a material fact in a Registration Statement or any post-effective amendment thereto or in any filing made in connection with the qualification of the offering under the securities or other "blue sky" laws of any jurisdiction in which Registrable Securities are offered, or the omission or alleged omission to state a material fact required to be stated therein or necessary to make the statements therein not misleading, (ii) any untrue statement or alleged untrue statement of a material fact contained in any preliminary prospectus if used prior to the effective date of such Registration Statement, or contained in the final prospectus (as amended or supplemented, if the Company files any amendment thereof or supplement thereto with the SEC) or the omission or alleged omission to state therein any material fact necessary to make the statements made therein, in light of the circumstances under which the statements therein were made, not misleading or (iii) any violation or alleged violation by the Company of the Securities Act, the 1934 Act, any other law, including, without limitation, any state securities law, or any rule or regulation thereunder relating to the offer or sale of the Registrable Securities pursuant to a Registration Statement (the matters in the foregoing clauses (i) through (iii) being, collectively, "**Violations**") unless such Violations are based primarily upon a breach of Investor's representations, warranties, or covenants under the Transaction Documents or any violations by Investor of state or federal securities laws or any conduct by Investor which constitutes fraud, gross negligence or willful misconduct. To the extent that the foregoing undertaking by the Company may be unenforceable for any reason, the Company shall make the maximum contribution to the payment and satisfaction of each of the Indemnified Liabilities which is permissible under applicable law. Notwithstanding anything to the contrary contained herein, the indemnification agreement contained in this Section 6(a): (i) shall not apply to a Claim by an Indemnified Person arising out of or based upon a Violation which occurs in reliance upon and in conformity with information furnished in writing to the Company by such Indemnified Person for such Indemnified Person expressly for use in connection with the preparation of such Registration Statement or any such amendment thereof or supplement thereto and (ii) shall not be available to a particular Investor to the extent such Claim is based on a failure of such Investor to deliver or to cause to be delivered the prospectus made available by the Company (to the extent applicable), including, without limitation, a corrected prospectus, if such prospectus or corrected prospectus was timely made available by the Company pursuant to Section 3(d) and then only if, and to the extent that, following the receipt of the corrected prospectus no grounds for such Claim would have existed; and (iii) shall not apply to amounts paid in settlement of any Claim if such settlement is effected without the prior written consent of the Company, which consent shall not be unreasonably withheld or delayed. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of the Indemnified Person and shall survive the transfer of any of the Registrable Securities by any of the Investors pursuant to Section 9.

(b) In connection with any Registration Statement in which an Investor is participating, such Investor agrees to severally and not jointly indemnify, hold harmless and defend, to the same extent and in the same manner as is set forth in Section 6(a), the Company, each of its directors, each of its officers who signs the Registration Statement, all employees, agents, advisors and representatives and each Person, if any, who controls the Company within the meaning of the Securities Act or the 1934 Act (each, an "**Indemnified Party**"), against any Claim or Indemnified Damages to which any of them become subject, under the Securities Act, the 1934 Act or otherwise, insofar as such Claim or Indemnified Damages arise out of or are based upon any Violation, in each case, to the extent, and only to the extent, that such Violation occurs in reliance upon and in conformity with written information furnished to the Company by such Investor expressly for use in connection with such Registration Statement; and, subject to Section 6(c) and the below provisos in this Section 6(b), such Investor will reimburse an Indemnified Party any legal or other expenses reasonably incurred by such Indemnified Party in connection with investigating or defending any such Claim; provided, however, that the indemnity agreement contained in this Section 6(b) and the agreement with respect to contribution contained in Section 7 shall not apply to amounts paid in settlement of any Claim if such settlement is effected without the prior written consent of such Investor, which consent shall not be unreasonably withheld or delayed, provided, further, that such Investor shall be liable under this Section 6(b) for only that amount of a Claim or Indemnified Damages as does not exceed the net proceeds to such Investor as a result of the applicable sale of Registrable Securities pursuant to such Registration Statement. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of such Indemnified Party and shall survive the transfer of any of the Registrable Securities by any of the Investors pursuant to Section 9.

(c) Promptly after receipt by an Indemnified Person or Indemnified Party (as the case may be) under this Section 6 of notice of the commencement of any action or proceeding (including, without limitation, any governmental action or proceeding) involving a Claim, such Indemnified Person or Indemnified Party (as the case may be) shall, if a Claim in respect thereof is to be made against any indemnifying party under this Section 6, deliver to the indemnifying party a written notice of the commencement thereof, and the indemnifying party shall have the right to participate in, and, to the extent the indemnifying party so desires, jointly with any other indemnifying party similarly noticed, to assume control of the defense thereof with counsel mutually satisfactory to the indemnifying party and the Indemnified Person or the Indemnified Party (as the case may be); provided, however, that an Indemnified Person or Indemnified Party (as the case may be) shall have the right to retain its own counsel with the fees and expenses of such counsel to be paid by the indemnifying party if: (i) the indemnifying party has agreed in writing to pay such fees and expenses; (ii) the indemnifying party shall have failed promptly to assume the defense of such Claim and to employ counsel reasonably satisfactory to such Indemnified Person or Indemnified Party (as the case may be) in any such Claim; or (iii) the named parties to any such Claim (including, without limitation, any impleaded parties) include both such Indemnified Person or Indemnified Party (as the case may be) and the indemnifying party, and such Indemnified Person or such Indemnified Party (as the case may be) shall have been advised by counsel in writing that a conflict of interest is likely to exist if the same counsel were to represent such Indemnified Person or such Indemnified Party and the indemnifying party (in which case, if such Indemnified Person or such Indemnified Party (as the case may be) notifies the indemnifying party in writing that it elects to employ separate counsel at the expense of the indemnifying party, then the indemnifying party shall not have the right to assume the defense thereof and such counsel shall be at the expense of the indemnifying party, provided, further, that in the case of clause (iii) above the indemnifying party shall not be responsible for the reasonable fees and expenses of more than one (1) separate legal counsel for all Indemnified Persons or Indemnified Parties (as the case may be)). The Indemnified Party or Indemnified Person (as the case may be) shall reasonably cooperate with the indemnifying party in connection with any negotiation or defense of any such action or Claim by the indemnifying party and shall furnish to the indemnifying party all information reasonably available to the Indemnified Party or Indemnified Person (as the case may be) which relates to such action or Claim. The indemnifying party shall keep the Indemnified Party or Indemnified Person (as the case may be) reasonably apprised at all times as to the status of the defense or any settlement negotiations with respect thereto. No indemnifying party shall be liable for any settlement of any action, claim or proceeding effected without its prior written consent; provided, however, that the indemnifying party shall not unreasonably withhold, delay or condition its consent. No indemnifying party shall, without the prior written consent of the Indemnified Party or Indemnified Person (as the case may be), which shall not be unreasonably withheld, conditioned or delayed, consent to entry of any judgment or enter into any settlement or other compromise which does not include as an unconditional term thereof the giving by the claimant or plaintiff to such Indemnified Party or Indemnified Person (as the case may be) of a release from all liability in respect to such Claim or litigation, and such settlement shall not include any admission as to fault on the part of the Indemnified Party. Following indemnification as provided for hereunder, the indemnifying party shall be subrogated to all rights of the Indemnified Party or Indemnified Person (as the case may be) with respect to all third parties, firms or corporations relating to the matter for which indemnification has been made. The failure to deliver written notice to the indemnifying party within a reasonable time of the commencement of any such action shall not relieve such indemnifying party of any liability to the Indemnified Person or Indemnified Party (as the case may be) under this Section 6, except to the extent that the indemnifying party is materially and adversely prejudiced in its ability to defend such action.

(d) No Person involved in the sale of Registrable Securities who is guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) in connection with such sale shall be entitled to indemnification from any Person involved in such sale of Registrable Securities who is not guilty of fraudulent misrepresentation.

(e) The payment of fees and expense of counsel required by this Section 6 shall be made by periodic payments of the amount thereof during the course of the investigation or defense, as and when bills are received or Indemnified Damages are incurred.

(f) The indemnity and contribution agreements contained herein shall be in addition to (i) any cause of action or similar right of the Indemnified Party or Indemnified Person against the indemnifying party or others, and (ii) any liabilities the indemnifying party may be subject to pursuant to the law.

(g) Notwithstanding any provision in this Agreement or any other Transaction Documents, the aggregate indemnification obligations of the Company pursuant to this Section 6 shall not exceed 100% of the aggregate purchase price actually paid by such Investor or assignee, as the case may be, in connection with its purchase of the Convertible Notes under the Notes Purchase Agreement or, in the case of the Sellers and the Other Holders, the aggregate market value of the Ordinary Shares on the date the Ordinary Shares (or the Stock Option, in the case of Ordinary Shares subject to a Stock Option) were distributed or received, as the case may be.

7. Contribution.

To the extent any indemnification by an indemnifying party is prohibited or limited by law, then indemnifying party, in lieu of indemnifying such Indemnified Party or Indemnified Person, shall contribute to the amount paid or payable by such Indemnified Party or Indemnified Person as a result of such Claim or Indemnified Damages in such proportion as is appropriate to reflect the relative fault of the Indemnified Party or Indemnified Person and the indemnifying party in connection with the actions or omissions which resulted in Claim or Indemnified Damages, as well as any other relevant equitable considerations. The relative fault of any Indemnified Party or Indemnified Person and any indemnifying party shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by such Indemnified Party or such Indemnifying Party and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The parties hereto agree that it would not be just and equitable if contribution pursuant to this Section 7 were determined by pro rata allocation or by any other method of allocation which does not take account of the equitable considerations referred to in the immediately preceding sentence. Notwithstanding the foregoing: (i) no contribution shall be made under circumstances where the maker would not have been liable for indemnification under the fault standards set forth in Section 6 of this Agreement, (ii) no Person involved in the sale of Registrable Securities which Person is guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) in connection with such sale shall be entitled to contribution from any Person involved in such sale of Registrable Securities who was not guilty of fraudulent misrepresentation; and (iii) contribution by any seller of Registrable Securities shall be limited in amount to the amount of net proceeds received by such seller from the applicable sale of such Registrable Securities pursuant to such Registration Statement. Notwithstanding the provisions of this Section 7, (i) no Investor shall be required to contribute, in the aggregate, any amount in excess of the amount by which the net proceeds actually received by such Investor from the applicable sale of the Registrable Securities subject to the Claim less the amount of any damages that such Investor has otherwise been required to pay, or would otherwise be required to pay under Section 6(b), by reason of such untrue or alleged untrue statement or omission or alleged omission and (ii) the Company shall not be required to contribute, in the aggregate, an amount that exceeds 100% of the aggregate purchase price actually paid by such Indemnified Person or Indemnified Party in connection with its purchase of the Convertible Notes under the Notes Purchase Agreement or, in the case of the Sellers and the Other Holders, the aggregate market value of the Ordinary Shares on the date the Ordinary Shares (or the Stock Option, in the case of Ordinary Shares subject to a Stock Option) were distributed or received, as the case may be.

8. Reports Under the 1934 Act.

With a view to making available to the Investors the benefits of Rule 144, from the Business Combination Date until the expiration of the Registration Period, the Company agrees to:

(a) make and keep public information available, as those terms are understood and defined in Rule 144;

(b) file with the SEC in a timely manner all reports and other documents required of the Company under the Securities Act and the 1934 Act so long as the Company remains subject to such requirements (it being understood and agreed that nothing herein shall limit any obligations of the Company under the Note Purchase Agreement) and the filing of such reports and other documents is required for the applicable provisions of Rule 144; and

(c) furnish to each Investor so long as such Investor owns Registrable Securities, promptly upon written request, (i) a written statement by the Company, if true, that it has complied with the reporting, submission and posting requirements of Rule 144 and the 1934 Act, (ii) a copy of the most recent annual or quarterly report of the Company and such other reports and documents so filed by the Company with the SEC if such reports are not publicly available via EDGAR, and (iii) such other information as may be reasonably requested to permit the Investors to sell such securities pursuant to Rule 144 without registration.

9. Assignment of Registration Rights.

All or any portion of the rights under this Agreement shall be automatically assignable by each Investor to any transferee or assignee (as the case may be) of all or any portion of such Investor's Registrable Securities if: (i) such Investor agrees in writing with such transferee or assignee (as the case may be) to assign all or any portion of such rights, and a copy of such agreement is furnished to the Company within a reasonable time after such transfer or assignment (as the case may be); (ii) the Company is, within a reasonable time after such transfer or assignment (as the case may be), furnished with written notice of (a) the name and address of such transferee or assignee (as the case may be), and (b) the securities with respect to which such registration rights are being transferred or assigned (as the case may be); (iii) immediately following such transfer or assignment (as the case may be) the further disposition of such securities by such transferee or assignee (as the case may be) is restricted under the Securities Act or applicable state securities laws if so required; (iv) at or before the time the Company receives the written notice contemplated by clause (ii) of this sentence such transferee or assignee (as the case may be) agrees in writing with the Company to be bound by all of the provisions contained herein; (v) in the case of Registrable Securities received in the Distribution in respect of the Convertible Notes or securities acquired upon conversion of the Convertible Notes, such transfer or assignment (as the case may be) shall have been made in accordance with the applicable requirements of the Note Purchase Agreement or the Convertible Notes; (vi) in the case of Registrable Securities received in the Distribution (other than in respect of the Convertible Notes or securities acquired upon conversion of the Convertible Notes), such transfer or assignment (as the case may be) shall have been made in accordance with the applicable requirements of the Acquisition Agreement; and (vi) such transfer or assignment (as the case may be) shall have been conducted in accordance with all applicable federal and state securities laws.

10. Amendment of Registration Rights.

Provisions of this Agreement may be amended only with the written consent of the Company and the Required Holders. No waiver shall be effective unless it is in writing and signed by an authorized representative of the waiving party. No consideration shall be offered or paid to any Person to amend or consent to a waiver or modification of any provision of this Agreement unless the same consideration also is offered to all of the parties to this Agreement.

11. Miscellaneous.

(a) Solely for purposes of this Agreement, a Person is deemed to be a holder of Registrable Securities whenever such Person owns, or is deemed to own, of record such Registrable Securities. If the Company receives conflicting instructions, notices or elections from two or more Persons with respect to the same Registrable Securities, the Company shall act upon the basis of instructions, notice or election received from such record owner of such Registrable Securities.

(b) Any notices, consents, waivers or other communications required or permitted to be given under the terms of this Agreement must be in writing and will be deemed to have been delivered: (i) upon receipt, when delivered personally; (ii) upon receipt, when sent by e-mail (provided that confirmation of transmission is electronically generated and kept on file by the sending party); or (iii) one (1) Business Day after deposit with a nationally recognized overnight delivery service with next day delivery specified, in each case, properly addressed to the party to receive the same. The addresses and e-mail addresses for such communications shall be:

If to the Company:

Naked Brand Group Limited
Level 61, MLC Centre, 25 Martin Place
Sydney, NSW 2000, Australia
Attention: CEO and CFO
Email:

With a copy (for informational purposes only) to:

Pillsbury Winthrop Shaw Pittman LLP
31 West 52nd Street
New York, New York 10019
Attention: Jonathan J. Russo / Ted Powers III
Email: jonathan.russo@pillsburylaw.com / ted.powers@pillsbury.com

and

Graubard Miller
The Chrysler Building
405 Lexington Avenue, 11th Floor
New York, New York 10174
Attention: David Alan Miller / Eric T. Schwartz
Email: dmiller@graubard.com / eschwartz@graubard.com

If to a Buyer:

The address or e-mail address (as the case may be) set forth on the applicable Buyer Schedule attached to the Note Purchase Agreement, with copies to such Buyer's representatives as set forth on the applicable Buyer Schedule, or to such other address and/or to the attention of such other Person as the recipient party has specified by written notice given to each other party five (5) days prior to the effectiveness of such change.

If to a Seller or an Other Holder:

The address or e-mail address (as the case may be) set forth on the signature page hereto

; provided that Legal Counsel shall only be provided notices sent to each Buyer. Written confirmation of receipt (A) given by the recipient of such notice, consent, waiver or other communication, (B) mechanically or electronically generated by the sender's e-mail transmission containing the time, date and e-mail address or (C) provided by a courier or overnight courier service shall be rebuttable evidence of personal service, receipt by e-mail, or receipt from a nationally recognized overnight delivery service in accordance with clause (i), (ii) or (iii) above, respectively.

(c) Failure of any party to exercise any right or remedy under this Agreement or otherwise, or delay by a party in exercising such right or remedy, shall not operate as a waiver thereof. The Company and each Investor acknowledge and 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. It is accordingly agreed that each party hereto shall be entitled to seek an injunction or injunctions to prevent or cure breaches of the provisions of this Agreement by any other party hereto and to enforce specifically the terms and provisions hereof (without the necessity of showing economic loss and without any bond or other security being required), this being in addition to any other remedy to which any party may be entitled by law or equity.

(d) All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by the internal laws of the State of New York, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of New York or any other jurisdictions) that would cause the application of the laws of any jurisdictions other than the State of New York. Each party hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in The City of New York, Borough of Manhattan, for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein, and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper. Each party hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof to such party at the address for such notices to it under this Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law. If any provision of this Agreement shall be invalid or unenforceable in any jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement in that jurisdiction or the validity or enforceability of any provision of this Agreement in any other jurisdiction. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO, AND AGREES NOT TO REQUEST, A JURY TRIAL FOR THE ADJUDICATION OF ANY DISPUTE HEREUNDER OR IN CONNECTION HEREWITH OR ARISING OUT OF THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREBY.

(e) This Agreement, the other Transaction Documents, the schedules and exhibits attached hereto and thereto and the instruments referenced herein and therein constitute the entire agreement among the parties hereto and thereto solely with respect to the subject matter hereof and thereof. There are no restrictions, promises, warranties or undertakings, other than those set forth or referred to herein and therein. This Agreement, the other Transaction Documents, the schedules and exhibits attached hereto and thereto and the instruments referenced herein and therein supersede all prior agreements and understandings among the parties hereto solely with respect to the subject matter hereof and thereof; provided, however, that nothing contained in this Agreement or any other Transaction Document shall (or shall be deemed to) (i) have any effect on any agreements any Investor has entered into with, or any instrument that any Investor received from, the Company prior to the date hereof with respect to any prior investment made by such Investor in the Company, (ii) waive, alter, modify or amend in any respect any obligations of the Company or any rights of or benefits to any Investor or any other Person in any agreement entered into prior to the date hereof between or among the Company and any Investor or any instrument that any Investor received prior to the date hereof from the Company and all such agreements and instruments shall continue in full force and effect or (iii) limit any obligations of the Company under any of the other Transaction Documents.

(f) Subject to compliance with Section 9 (if applicable), this Agreement shall inure to the benefit of and be binding upon the permitted successors and assigns of each of the parties hereto. This Agreement is not for the benefit of, nor may any provision hereof be enforced by, any Person, other than the parties hereto, their respective permitted successors and assigns and the Persons referred to in Sections 6 and 7 hereof.

(g) The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof. Unless the context clearly indicates otherwise, each pronoun herein shall be deemed to include the masculine, feminine, neuter, singular and plural forms thereof. The terms "including," "includes," "include" and words of like import shall be construed broadly as if followed by the words "without limitation." The terms "herein," "hereunder," "hereof" and words of like import refer to this entire Agreement instead of just the provision in which they are found.

(h) This Agreement may be executed in two or more identical counterparts, all of which shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party. In the event that any signature is delivered by facsimile transmission or by an e-mail which contains a portable document format (.pdf) file of an executed signature page, such signature page shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such signature page were an original thereof.

(i) Each party shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents as any other party may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement and the consummation of the transactions contemplated hereby.

(j) The language used in this Agreement will be deemed to be the language chosen by the parties to express their mutual intent and no rules of strict construction will be applied against any party. Terms used in this Agreement but defined in the other Transaction Documents shall have the meanings ascribed to such terms on the Closing Date in such other Transaction Documents unless otherwise consented to in writing by each Investor.

(k) All consents and other determinations required to be made by the Investors pursuant to this Agreement shall be made, unless otherwise specified in this Agreement, by the Required Holders.

(l) The obligations of each Investor under this Agreement and the other Transaction Documents are several and not joint with the obligations of any other Investor, and no Investor shall be responsible in any way for the performance of the obligations of any other Investor under this Agreement or any other Transaction Document. Nothing contained herein or in any other Transaction Document, and no action taken by any Investor pursuant hereto or thereto, shall be deemed to constitute the Investors as, and the Company acknowledges that the Investors do not so constitute, a partnership, an association, a joint venture or any other kind of group or entity, or create a presumption that the Investors are in any way acting in concert or as a group or entity with respect to such obligations or the transactions contemplated by the Transaction Documents or any matters, and the Company acknowledges that the Investors are not acting in concert or as a group, and the Company shall not assert any such claim, with respect to such obligations or the transactions contemplated by this Agreement or any of the other the Transaction Documents. Each Investor shall be entitled to independently protect and enforce its rights, including, without limitation, the rights arising out of this Agreement or out of any other Transaction Documents, and it shall not be necessary for any other Investor to be joined as an additional party in any proceeding for such purpose. The use of a single agreement with respect to the obligations of the Company contained herein was solely in the control of the Company, not the action or decision of any Investor, and was done solely for the convenience of the Company and not because it was required or requested to do so by any Investor. It is expressly understood and agreed that each provision contained in this Agreement and in each other Transaction Document is between the Company and an Investor, solely, and not between the Company and the Investors collectively and not between and among Investors.

[*signature pages follow*]

IN WITNESS WHEREOF, each of the Holders and the Company have caused their respective signature page to this Registration Rights Agreement to be duly executed as of the date first written above.

COMPANY

NAKED BRAND GROUP LIMITED

By: /s/ Justin Davis-Rice
Name: Justin Davis-Rice
Title: Chief Executive Officer

[Signature page to Registration Rights Agreement]

IN WITNESS WHEREOF, each of the Buyers and the Company have caused their respective signature page to this Registration Rights Agreement to be duly executed as of the date first written above.

BUYERS:

ESOUSA HOLDINGS LLC

By: /s/ Michael Wachs
Name: Michael Wachs
Title: Managing Member

ACUITAS CAPITAL LLC

By: /s/ Terren Peizer
Name: Terren Peizer
Title: Managing Member

By: /s/ Jim Fallon
Name: Jim Fallon

By: /s/ Jess Mogul
Name: Jess Mogul

STREETERVILLE CAPITAL, LLC

By: /s/ John M. Fife
Name: John M. Fife
Title: President

[Signature page to Registration Rights Agreement]

IN WITNESS WHEREOF, each of the Sellers and the Company have caused their respective signature page to this Registration Rights Agreement to be duly executed as of the date first written above.

SELLERS:

Achiever Season Limited

Name

/s/ Authorized Signatory

Signature

Authorized Signatory

Title (If Holder is an Entity)

[Signature page to Registration Rights Agreement]

IN WITNESS WHEREOF, each of the Sellers and the Company have caused their respective signature page to this Registration Rights Agreement to be duly executed as of the date first written above.

SELLERS:

Affinity Jade Holdings Limited

Name

/s/ Authorized Signatory

Signature

Authorized Signatory

Title (If Holder is an Entity)

[Signature page to Registration Rights Agreement]

IN WITNESS WHEREOF, each of the Sellers and the Company have caused their respective signature page to this Registration Rights Agreement to be duly executed as of the date first written above.

SELLERS:

Benjamin Bin Ge

Name

/s/ Benjamin Bin Ge

Signature

[Signature page to Registration Rights Agreement]

IN WITNESS WHEREOF, each of the Sellers and the Company have caused their respective signature page to this Registration Rights Agreement to be duly executed as of the date first written above.

SELLERS:

Bo Yuan

Name

/s/ Bo Yuan

Signature

[Signature page to Registration Rights Agreement]

IN WITNESS WHEREOF, each of the Sellers and the Company have caused their respective signature page to this Registration Rights Agreement to be duly executed as of the date first written above.

SELLERS:

Bridgeflowers Technology Limited

Name

/s/ Authorized Signatory

Signature

Authorized Signatory

Title (If Holder is an Entity)

[Signature page to Registration Rights Agreement]

IN WITNESS WHEREOF, each of the Sellers and the Company have caused their respective signature page to this Registration Rights Agreement to be duly executed as of the date first written above.

SELLERS:

Cenntro Enterprise Limited

Name

/s/ Peter Z. Wang

Signature

Sole Director

Title (If Holder is an Entity)

[Signature page to Registration Rights Agreement]

IN WITNESS WHEREOF, each of the Sellers and the Company have caused their respective signature page to this Registration Rights Agreement to be duly executed as of the date first written above.

SELLERS:

Champion Tech Ltd.
Name

/s/ Authorized Signatory
Signature

Authorized Signatory
Title (If Holder is an Entity)

[Signature page to Registration Rights Agreement]

IN WITNESS WHEREOF, each of the Sellers and the Company have caused their respective signature page to this Registration Rights Agreement to be duly executed as of the date first written above.

SELLERS:

Charlene Limited

Name

/s/ Authorized Signatory

Signature

Authorized Signatory

Title (If Holder is an Entity)

[Signature page to Registration Rights Agreement]

IN WITNESS WHEREOF, each of the Sellers and the Company have caused their respective signature page to this Registration Rights Agreement to be duly executed as of the date first written above.

SELLERS:

China Angel Investment Management Limited
Name

/s/ Authorized Signatory
Signature

Authorized Signatory
Title (If Holder is an Entity)

[Signature page to Registration Rights Agreement]

IN WITNESS WHEREOF, each of the Sellers and the Company have caused their respective signature page to this Registration Rights Agreement to be duly executed as of the date first written above.

SELLERS:

Danen Ventures Investment Limited

Name

/s/ Authorized Signatory

Signature

Authorized Signatory

Title (If Holder is an Entity)

[Signature page to Registration Rights Agreement]

IN WITNESS WHEREOF, each of the Sellers and the Company have caused their respective signature page to this Registration Rights Agreement to be duly executed as of the date first written above.

SELLERS:

David Lifeng Chen

Name

/s/ David Lifeng Chen

Signature

[Signature page to Registration Rights Agreement]

IN WITNESS WHEREOF, each of the Sellers and the Company have caused their respective signature page to this Registration Rights Agreement to be duly executed as of the date first written above.

SELLERS:

Dragon Season Investments Limited
Name

/s/ Authorized Signatory
Signature

Authorized Signatory
Title (If Holder is an Entity)

[Signature page to Registration Rights Agreement]

IN WITNESS WHEREOF, each of the Sellers and the Company have caused their respective signature page to this Registration Rights Agreement to be duly executed as of the date first written above.

SELLERS:

Empower Fund I, L.P.
Name

/s/ Authorized Signatory
Signature

Authorized Signatory
Title (If Holder is an Entity)

[Signature page to Registration Rights Agreement]

IN WITNESS WHEREOF, each of the Sellers and the Company have caused their respective signature page to this Registration Rights Agreement to be duly executed as of the date first written above.

SELLERS:

First Infosec International Holding Limited

Name

/s/ Authorized Signatory

Signature

Authorized Signatory

Title (If Holder is an Entity)

[Signature page to Registration Rights Agreement]

IN WITNESS WHEREOF, each of the Sellers and the Company have caused their respective signature page to this Registration Rights Agreement to be duly executed as of the date first written above.

SELLERS:

Gold Dynasty Limited

Name

/s/ Authorized Signatory

Signature

Authorized Signatory

Title (If Holder is an Entity)

[Signature page to Registration Rights Agreement]

IN WITNESS WHEREOF, each of the Sellers and the Company have caused their respective signature page to this Registration Rights Agreement to be duly executed as of the date first written above.

SELLERS:

Hao Zhou

Name

/s/ Hao Zhou

Signature

[Signature page to Registration Rights Agreement]

IN WITNESS WHEREOF, each of the Sellers and the Company have caused their respective signature page to this Registration Rights Agreement to be duly executed as of the date first written above.

SELLERS:

Hua Wang

Name

/s/ Hua Wang

Signature

[Signature page to Registration Rights Agreement]

IN WITNESS WHEREOF, each of the Sellers and the Company have caused their respective signature page to this Registration Rights Agreement to be duly executed as of the date first written above.

SELLERS:

Increase Gain International Limited

Name

/s/ Authorized Signatory

Signature

Authorized Signatory

Title (If Holder is an Entity)

[Signature page to Registration Rights Agreement]

IN WITNESS WHEREOF, each of the Sellers and the Company have caused their respective signature page to this Registration Rights Agreement to be duly executed as of the date first written above.

SELLERS:

Innovation Works Capital Limited

Name

/s/ Authorized Signatory

Signature

Authorized Signatory

Title (If Holder is an Entity)

IN WITNESS WHEREOF, each of the Sellers and the Company have caused their respective signature page to this Registration Rights Agreement to be duly executed as of the date first written above.

SELLERS:

Jing Lin

Name

/s/ Jing Lin

Signature

[Signature page to Registration Rights Agreement]

SELLERS:

Joanna Lin

Name

/s/ Joanna Lin

Signature

[Signature page to Registration Rights Agreement]

IN WITNESS WHEREOF, each of the Sellers and the Company have caused their respective signature page to this Registration Rights Agreement to be duly executed as of the date first written above.

SELLERS:

Lawrence Firestone

Name

/s/ Lawrence Firestone

Signature

[Signature page to Registration Rights Agreement]

IN WITNESS WHEREOF, each of the Sellers and the Company have caused their respective signature page to this Registration Rights Agreement to be duly executed as of the date first written above.

SELLERS:

Long Great Holdings Limited

Name

/s/ Authorized Signatory

Signature

Authorized Signatory

Title (If Holder is an Entity)

[Signature page to Registration Rights Agreement]

IN WITNESS WHEREOF, each of the Sellers and the Company have caused their respective signature page to this Registration Rights Agreement to be duly executed as of the date first written above.

SELLERS:

Longling Capital Ltd.

Name

/s/ Authorized Signatory

Signature

Authorized Signatory

Title (If Holder is an Entity)

[Signature page to Registration Rights Agreement]

IN WITNESS WHEREOF, each of the Sellers and the Company have caused their respective signature page to this Registration Rights Agreement to be duly executed as of the date first written above.

SELLERS:

Lucky Star International (HK) Limited

Name

/s/ Authorized Signatory

Signature

Authorized Signatory

Title (If Holder is an Entity)

[Signature page to Registration Rights Agreement]

IN WITNESS WHEREOF, each of the Sellers and the Company have caused their respective signature page to this Registration Rights Agreement to be duly executed as of the date first written above.

SELLERS:

Meiying Song

Name

/s/ Meiying Song

Signature

[Signature page to Registration Rights Agreement]

IN WITNESS WHEREOF, each of the Sellers and the Company have caused their respective signature page to this Registration Rights Agreement to be duly executed as of the date first written above.

SELLERS:

MYDC Investment & Consulting Limited

Name

/s/ Authorized Signatory

Signature

Authorized Signatory

Title (If Holder is an Entity)

[Signature page to Registration Rights Agreement]

IN WITNESS WHEREOF, each of the Sellers and the Company have caused their respective signature page to this Registration Rights Agreement to be duly executed as of the date first written above.

SELLERS:

Nancy Nian-Tuzz Liu

Name

/s/ Nancy Nian-Tuzz Liu

Signature

[Signature page to Registration Rights Agreement]

IN WITNESS WHEREOF, each of the Sellers and the Company have caused their respective signature page to this Registration Rights Agreement to be duly executed as of the date first written above.

SELLERS:

Passion Base Limited

Name

/s/ Authorized Signatory

Signature

Authorized Signatory

Title (If Holder is an Entity)

[Signature page to Registration Rights Agreement]

IN WITNESS WHEREOF, each of the Sellers and the Company have caused their respective signature page to this Registration Rights Agreement to be duly executed as of the date first written above.

SELLERS:

Progressive Limited

Name

/s/ Authorized Signatory

Signature

Authorized Signatory

Title (If Holder is an Entity)

[Signature page to Registration Rights Agreement]

IN WITNESS WHEREOF, each of the Sellers and the Company have caused their respective signature page to this Registration Rights Agreement to be duly executed as of the date first written above.

SELLERS:

Risehigh Global Limited

Name

/s/ Authorized Signatory

Signature

Authorized Signatory

Title (If Holder is an Entity)

[Signature page to Registration Rights Agreement]

IN WITNESS WHEREOF, each of the Sellers and the Company have caused their respective signature page to this Registration Rights Agreement to be duly executed as of the date first written above.

SELLERS:

Silver Bridge Capital Group

Name

/s/ Authorized Signatory

Signature

Authorized Signatory

Title (If Holder is an Entity)

[Signature page to Registration Rights Agreement]

IN WITNESS WHEREOF, each of the Sellers and the Company have caused their respective signature page to this Registration Rights Agreement to be duly executed as of the date first written above.

SELLERS:

Soo Yeon Ryoo

Name

/s/ Soo Yeon Ryoo

Signature

[Signature page to Registration Rights Agreement]

IN WITNESS WHEREOF, each of the Sellers and the Company have caused their respective signature page to this Registration Rights Agreement to be duly executed as of the date first written above.

SELLERS:

Jian Chun Sun

Name

/s/ Jian Chun Sun

Signature

[Signature page to Registration Rights Agreement]

IN WITNESS WHEREOF, each of the Sellers and the Company have caused their respective signature page to this Registration Rights Agreement to be duly executed as of the date first written above.

SELLERS:

Trendway Capital Ltd.

Name

/s/ Peter Z. Wang

Signature

Sole Director

Title (If Holder is an Entity)

[Signature page to Registration Rights Agreement]

IN WITNESS WHEREOF, each of the Sellers and the Company have caused their respective signature page to this Registration Rights Agreement to be duly executed as of the date first written above.

SELLERS:

Variety Investments Limited

Name

/s/ Authorized Signatory

Signature

Authorized Signatory

Title (If Holder is an Entity)

[Signature page to Registration Rights Agreement]

IN WITNESS WHEREOF, each of the Sellers and the Company have caused their respective signature page to this Registration Rights Agreement to be duly executed as of the date first written above.

SELLERS:

Wayne Lin

Name

/s/ Wayne Lin

Signature

[Signature page to Registration Rights Agreement]

IN WITNESS WHEREOF, each of the Sellers and the Company have caused their respective signature page to this Registration Rights Agreement to be duly executed as of the date first written above.

SELLERS:

Wei Tian

Name

/s/ Wei Tian

Signature

[Signature page to Registration Rights Agreement]

IN WITNESS WHEREOF, each of the Sellers and the Company have caused their respective signature page to this Registration Rights Agreement to be duly executed as of the date first written above.

SELLERS:

White Palace International Limited

Name

/s/ Authorized Signatory

Signature

Authorized Signatory

Title (If Holder is an Entity)

[Signature page to Registration Rights Agreement]

IN WITNESS WHEREOF, each of the Sellers and the Company have caused their respective signature page to this Registration Rights Agreement to be duly executed as of the date first written above.

SELLERS:

Xiaoya Yuan

Name

/s/ Xiaoya Yuan

Signature

Authorized Signatory

Title (If Holder is an Entity)

[Signature page to Registration Rights Agreement]

IN WITNESS WHEREOF, each of the Sellers and the Company have caused their respective signature page to this Registration Rights Agreement to be duly executed as of the date first written above.

SELLERS:

Y Xu LLC

Name

/s/ Authorized Signatory

Signature

Authorized Signatory

Title (If Holder is an Entity)

[Signature page to Registration Rights Agreement]

IN WITNESS WHEREOF, each of the Sellers and the Company have caused their respective signature page to this Registration Rights Agreement to be duly executed as of the date first written above.

SELLERS:

Yi Hua Chen

Name

/s/ Yi Hua Chen

Signature

[Signature page to Registration Rights Agreement]

IN WITNESS WHEREOF, each of the Sellers and the Company have caused their respective signature page to this Registration Rights Agreement to be duly executed as of the date first written above.

SELLERS:

Tao Yuan

Name

/s/ Tao Yuan

Signature

[Signature page to Registration Rights Agreement]

IN WITNESS WHEREOF, each of the Sellers and the Company have caused their respective signature page to this Registration Rights Agreement to be duly executed as of the date first written above.

SELLERS:

China Leader Group Limited

Name

/s/ Authorized Signatory

Signature

Authorized Signatory

Title (If Holder is an Entity)

[Signature page to Registration Rights Agreement]

IN WITNESS WHEREOF, each of the Sellers and the Company have caused their respective signature page to this Registration Rights Agreement to be duly executed as of the date first written above.

SELLERS:

Jiahua Wang

Name

/s/ Jiahua Wang

Signature

[Signature page to Registration Rights Agreement]

IN WITNESS WHEREOF, each of the Sellers and the Company have caused their respective signature page to this Registration Rights Agreement to be duly executed as of the date first written above.

SELLERS:

Jin Li

Name

/s/ Jin Li

Signature

[Signature page to Registration Rights Agreement]

IN WITNESS WHEREOF, each of the Sellers and the Company have caused their respective signature page to this Registration Rights Agreement to be duly executed as of the date first written above.

SELLERS:

Yang Liu

Name

/s/ Yang Liu

Signature

[Signature page to Registration Rights Agreement]

IN WITNESS WHEREOF, each of the Sellers and the Company have caused their respective signature page to this Registration Rights Agreement to be duly executed as of the date first written above.

SELLERS:

Ying Li

Name

/s/ Ying Li

Signature

[Signature page to Registration Rights Agreement]

IN WITNESS WHEREOF, each of the Other Holders and the Company have caused their respective signature page to this Registration Rights Agreement to be duly executed as of the date first written above.

OTHER HOLDERS:

Justin Ashley Davis-Rice

Name

/s/ Justin Ashley Davis-Rice

Signature

Director

Title (If Holder is an Entity)

IN WITNESS WHEREOF, each of the Other Holders and the Company have caused their respective signature page to this Registration Rights Agreement to be duly executed as of the date first written above.

OTHER HOLDERS:

Kelvin Fitzalan

Name

/s/ Kelvin Fitzalan

Signature

Director

Title (If Holder is an Entity)

[Signature page to Registration Rights Agreement]

IN WITNESS WHEREOF, each of the Other Holders and the Company have caused their respective signature page to this Registration Rights Agreement to be duly executed as of the date first written above.

OTHER HOLDERS:

Andrew Shape

Name

/s/ Andrew Shape

Signature

Director

Title (If Holder is an Entity)

[Signature page to Registration Rights Agreement]

IN WITNESS WHEREOF, each of the Other Holders and the Company have caused their respective signature page to this Registration Rights Agreement to be duly executed as of the date first written above.

OTHER HOLDERS:

Simon Charles Howard Tripp

Name

/s/ Simon Charles Howard Tripp

Signature

Director

Title (If Holder is an Entity)

[Signature page to Registration Rights Agreement]

SCHEDULE 2(G)

Ordinary Shares issued (i) pursuant to that certain Securities Purchase Agreement, dated as of December 20, 2021, by and between the Company and each purchaser identified on the signature page thereto (the "SPA") and (ii) upon exercise of the warrants to purchase Ordinary Shares issued pursuant to the SPA.

EXHIBIT A

FORM OF NOTICE OF EFFECTIVENESS
OF REGISTRATION STATEMENT

_____

_____

_____

Attention: _____

Re: NAKED BRAND GROUP LIMITED

Ladies and Gentlemen:

[We are][I am] counsel to Naked Brand Group Limited, an Australian company(the "**Company**"), and have represented the Company in connection with that certain Registration Rights Agreement by and among the Company and the Holders (the "**Registration Rights Agreement**") pursuant to which the Company agreed, among other things, to register the Registrable Securities (as defined in the Registration Rights Agreement) under the Securities Act of 1933, as amended (the "**Securities Act**"). In connection with the Company's obligations under the Registration Rights Agreement, on _____ ___, 20__, the Company filed a Registration Statement on Form F-3 (File No. 333-_____) (the "**Registration Statement**") with the Securities and Exchange Commission (the "**SEC**") relating to the Registrable Securities which names each of the Holders as a selling shareholder thereunder.

In connection with the foregoing, [we][I] advise you that a member of the SEC's staff has advised [us][me] by telephone that the SEC has entered an order declaring the Registration Statement effective under the Securities Act at [ENTER TIME OF EFFECTIVENESS] on [ENTER DATE OF EFFECTIVENESS] and [we][I] have no knowledge, after telephonic inquiry of a member of the SEC's staff, that any stop order suspending its effectiveness has been issued or that any proceedings for that purpose are pending before, or threatened by, the SEC and the Registrable Securities are available for resale under the Securities Act pursuant to the Registration Statement.

This letter shall serve as our notice to you that the Registrable Securities are freely transferable by the Holders pursuant to the Registration Statement so long as each Holder certifies that it will comply with the plan of distribution description in connection with sales or transfers of the Ordinary Shares set forth in the Registration Statement and with the prospectus delivery requirements of the Securities Act, to the extent such delivery requirements are applicable.

Very truly yours,

[ISSUER'S COUNSEL]

By: _____

CC: [**LIST NAMES OF HOLDERS**]

EXHIBIT B

SELLING SHAREHOLDER

The Ordinary Shares being offered by the selling shareholders are those issued to the selling shareholders in connection with (a) the conversion of the convertible notes, in connection with the Acquisition Agreement, (b) the Distribution, as completed by the Acquisition Agreement, or (c) as compensation for services rendered to us. When we refer to "Selling Shareholders" in this prospectus, we mean the persons listed in the table below, and the pledgees, donees, permitted transferees, assignees, successors, and others who later come to hold any of the Selling Shareholders' interests in our securities other than through a public sale. For additional information regarding the issuance of the convertible notes, see "Private Placement of Convertible Notes" above. We are registering the Ordinary Shares in order to permit the selling shareholders to offer the Ordinary Shares for resale from time to time. [Except for the ownership of the convertible notes issued pursuant to the Note Purchase Agreement, or as set forth in the table below, the selling shareholders has not had any material relationship with us within the past three years.]

The table below lists the selling shareholder and other information regarding the beneficial ownership (as determined under Section 13(d) of the Securities Exchange Act of 1934, as amended, and the rules and regulations thereunder) of the Ordinary Shares held by each of the selling shareholder.

The second column lists the number of Ordinary Shares beneficially owned by the selling shareholder. The number of shares in the second column reflects these limitations. The selling shareholder may sell all, some or none of its shares in this offering. See "Plan of Distribution."

The third column lists the Ordinary Shares being offered by this prospectus by the selling shareholder.

In accordance with the terms of a registration rights agreement with the holders of the Ordinary Shares, this prospectus covers the resale of the number of shares received by the holders in connection with the conversion of the convertible notes, the Distribution (as contemplated by the Acquisition Agreement), or as compensation for services rendered to us.

The fourth column assumes the sale of all of the shares offered by the selling shareholder pursuant to this prospectus.

Name of Selling Shareholder	**Number of Ordinary Shares Owned Prior to Offering**	**Maximum Number of Ordinary Shares to be Sold Pursuant to this Prospectus**	**Number of Ordinary Shares of Owned After Offering**
[ ](1)			

(1) [ADD OWNERSHIP INFORMATION]

PLAN OF DISTRIBUTION

We are registering the ordinary shares issued to the selling shareholders in connection with the conversion of the convertible notes, in connection with (a) the conversion of the convertible notes, in connection with the Acquisition Agreement, (b) the Distribution, as completed by the Acquisition Agreement, or (c) as compensation for services rendered to us to permit the resale of these ordinary shares by the holders of the ordinary shares from time to time after the date of this prospectus. We will not receive any of the proceeds from the sale by the selling shareholder of the ordinary shares. We will bear all fees and expenses incident to our obligation to register the ordinary shares.

The selling shareholder may sell all or a portion of the ordinary shares held by them and offered hereby from time to time directly or through one or more underwriters, broker-dealers or agents. If the ordinary shares are sold through underwriters or broker-dealers, the selling shareholder will be responsible for underwriting discounts or commissions or agent's commissions. The ordinary shares may be sold in one or more transactions at fixed prices, at prevailing market prices at the time of the sale, at varying prices determined at the time of sale or at negotiated prices. These sales may be effected in transactions, which may involve crosses or block transactions, pursuant to one or more of the following methods:

- on any national securities exchange or quotation service on which the securities may be listed or quoted at the time of sale;
- in the over-the-counter market;
- in transactions otherwise than on these exchanges or systems or in the over-the-counter market;
- through the writing or settlement of options, whether such options are listed on an options exchange or otherwise;
- ordinary brokerage transactions and transactions in which the broker-dealer solicits purchasers;
- block trades in which the broker-dealer will attempt to sell the shares as agent but may position and resell a portion of the block as principal to facilitate the transaction;
- purchases by a broker-dealer as principal and resale by the broker-dealer for its account;
- an exchange distribution in accordance with the rules of the applicable exchange;
- privately negotiated transactions;
- short sales made after the date the Registration Statement is declared effective by the SEC;
- broker-dealers may agree with a selling securityholder to sell a specified number of such shares at a stipulated price per share;
- a combination of any such methods of sale; and
- any other method permitted pursuant to applicable law.

The selling shareholder may also sell ordinary shares under Rule 144 promulgated under the Securities Act of 1933, as amended, if available, rather than under this prospectus. In addition, the selling shareholder may transfer the ordinary shares by other means not described in this prospectus. If the selling shareholder effects such transactions by selling ordinary shares to or through underwriters, broker-dealers or agents, such underwriters, broker-dealers or agents may receive commissions in the form of discounts, concessions or commissions from the selling shareholder or commissions from purchasers of the ordinary shares for whom they may act as agent or to whom they may sell as principal (which discounts, concessions or commissions as to particular underwriters, broker-dealers or agents may be in excess of those customary in the types of transactions involved). The selling shareholder may also loan or pledge ordinary shares to broker-dealers that in turn may sell such shares.

The selling shareholder may pledge or grant a security interest in some or all of the ordinary shares owned by it and, if the selling shareholder defaults in the performance of its secured obligations, the pledgees or secured parties may offer and sell the ordinary shares from time to time pursuant to this prospectus or any amendment to this prospectus under Rule 424(b)(3) or other applicable provision of the Securities Act amending, if necessary, the list of selling shareholders to include the pledgee, transferee or other successors in interest as selling shareholders under this prospectus. The selling shareholder also may transfer and donate the ordinary shares in other circumstances in which case the transferees, donees, pledgees or other successors in interest will be the selling beneficial owners for purposes of this prospectus.

To the extent required by the Securities Act and the rules and regulations thereunder, the selling shareholder and any broker-dealer participating in the distribution of the ordinary shares may be deemed to be "underwriters" within the meaning of the Securities Act, and any commission paid, or any discounts or concessions allowed to, any such broker-dealer may be deemed to be underwriting commissions or discounts under the Securities Act. At the time a particular offering of the ordinary shares is made, a prospectus supplement, if required, will be distributed, which will set forth the aggregate amount of ordinary shares being offered and the terms of the offering, including the name or names of any broker-dealers or agents, any discounts, commissions and other terms constituting compensation from the selling shareholder and any discounts, commissions or concessions allowed or re-allowed or paid to broker-dealers.

Under the securities laws of some states, the ordinary shares may be sold in such states only through registered or licensed brokers or dealers. In addition, in some states the ordinary shares may not be sold unless such shares have been registered or qualified for sale in such state or an exemption from registration or qualification is available and is complied with.

There can be no assurance that the selling shareholder will sell any or all of the ordinary shares registered pursuant to the registration statement, of which this prospectus forms a part.

The selling shareholder and any other person participating in such distribution will be subject to applicable provisions of the Securities Exchange Act of 1934, as amended, and the rules and regulations thereunder, including, without limitation, to the extent applicable, Regulation M of the Exchange Act, which may limit the timing of purchases and sales of any of the ordinary shares by the selling shareholder and any other participating person. To the extent applicable, Regulation M may also restrict the ability of any person engaged in the distribution of the ordinary shares to engage in market-making activities with respect to the ordinary shares. All of the foregoing may affect the marketability of the ordinary shares and the ability of any person or entity to engage in market-making activities with respect to the ordinary shares.

We will pay all expenses of the registration of the ordinary shares pursuant to the registration rights agreement, estimated to be $[•] in total, including, without limitation, Securities and Exchange Commission filing fees and expenses of compliance with state securities or "blue sky" laws; provided, however, that a selling shareholder will pay all underwriting discounts and selling commissions, if any. We will indemnify the selling shareholder against liabilities, including some liabilities under the Securities Act in accordance with the registration rights agreements or the selling shareholder will be entitled to contribution. We may be indemnified by the selling shareholder against civil liabilities, including liabilities under the Securities Act that may arise from any written information furnished to us by the selling shareholder specifically for use in this prospectus, in accordance with the related registration rights agreements or we may be entitled to contribution.

Once sold under the registration statement, of which this prospectus forms a part, the ordinary shares will be freely tradable in the hands of persons other than our affiliates.

Exhibit 10.3

Relationship agreement

Project Motion
—
Naked Brand Group Limited
Peter Wang
Cenntro Enterprise Limited
Trendway Capital Limited
—

Relationship agreement

in relation to shares in Naked Brand Group Limited

Details

Date	30 December 2021

Parties

Name	**Naked Brand Group Limited**
ACN	619 054 938
Short form name	**Company**
Notice details	MLC Centre Level 61 25 Martin Place Sydney, NSW, 2000 Attention: The Directors

Name	**Peter Wang**
Short form name	**PW**
Notice details	c/o Cenntro Electric Group, Inc. 501 Okerson Road Freehold, New Jersey 07728 U.S.A. Attention: Peter Wang

Name	**Cenntro Enterprise Limited**
company identifier / number	*1301240*
Short form name	**CEL**
Notice details	FLAT/RM A, 12/F, ZJ 300 300 Lockhart Road Wan Chai, Hong Kong Attention: Peter Wang

Name	**Trendway Capital Limited**
company identifier / number	*2556894*
Short form name	**Trendway**
Notice details	FLAT/RM A, 12/F, ZJ 300 300 Lockhart Road Wan Chai, Hong Kong Attention: Peter Wang

Background

A The Company, CAG, and its wholly owned subsidiaries, CAG HK, CAC, and CEG, have entered into the Stock Purchase Agreement.

B Immediately following the Closing and after giving effect to the Distribution:

(i) CEL will beneficially own approximately 25.062% of the Shares of the Company; and

(ii) Trendway will beneficially own approximately 2.355% of the Shares of the Company, and PW is the sole director and ultimate controller of each of CEL and Trendway.

C The parties have agreed to enter into this agreement to put in place appropriate arrangements with respect to the rights of the Nominator Parties to appoint Nominee Directors to the Board on and from Closing and in the event that any of the Nominee Directors are removed as Directors by members pursuant to Section 203D of the Corporations Act.

Agreed terms

1. Defined terms & interpretation

1.1 Defined terms

In this agreement:

Board means the board of Directors of the Company, as constituted from time to time.

Business Day means:

(a) for receiving a Notice under clause 5, a day that is not a Saturday, Sunday, public holiday or bank holiday in the place where the Notice is received; and

(b) for all other purposes, a day that is not a Saturday, Sunday, public holiday or bank holiday in Sydney, Australia or New York, United States of America.

CAC means Cenntro Automotive Corporation, a Delaware corporation and a wholly owned subsidiary of CAG.

CAG means Cenntro Automotive Group Limited, a Cayman Islands company limited by shares.

CAG HK means Cenntro Automotive Group Limited, a Hong Kong private company limited by shares and a wholly owned subsidiary of CAG,

CEG means Cenntro Electric Group, Inc., a Delaware corporation and a wholly owned subsidiary of CAG.

Cessation Date means the date that the Nominator Parties cease to collectively beneficially own at least 10% of the issued and outstanding Shares or such other date agreed by the parties in writing.

Closing has the meaning given to that term in the Stock Purchase Agreement.

Company means Naked Brand Group Limited (ACN 619 054 938), an Australian company.

Constitution means the constitution of the Company, as amended in the manner contemplated in the Stock Purchase Agreement (which, for the avoidance of doubt, includes the insertion of provisions pursuant to which the Board is divided into classes of Directors who must stand for re-election every three years).

Corporations Act means the *Corporations Act 2001* (Cth).

Director means a member of the Board.

Distribution has the meaning given to that term in the Stock Purchase Agreement.

Nominator Parties means each of PW, CEL, Trendway and any other party controlled by PW which holds Shares.

Nominee Director has the meaning given to that term in clause 3.1.

Notice has the meaning given to that term in clause 5.1.

Share means a fully paid ordinary share in the Company.

Stock Purchase Agreement means the stock purchase agreement, dated November 5, 2021, entered into by and among the Company, CAC, CEG, CAG and CAG HK.

1.2 Interpretation

In this agreement, except where the context otherwise requires:

(a) the singular includes the plural and vice versa, and a gender includes other genders;

(b) another grammatical form of a defined word or expression has a corresponding meaning;

(c) a reference to a clause, paragraph or annexure is to a clause or paragraph of, or annexure to, this agreement, and a reference to this agreement includes any annexure;

(d) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;

(e) a reference to a party is to a party to this agreement, and a reference to a party to a document includes the party's executors, administrators, successors and permitted assigns and substitutes;

(f) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;

(g) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;

(h) the meaning of general words is not limited by specific examples introduced by **including**, **for example** or similar expressions;

(i) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this agreement or any part of it; and

(j) if a day on or by which an obligation must be performed or an event must occur is not a Business Day, the obligation must be performed or the event must occur on or by the next Business Day.

1.3 Headings

Headings are for ease of reference only and do not affect interpretation.

2. Commencement

Except as otherwise specifically provided in this agreement, the obligations of the parties under this agreement commence on Closing and terminate, without any further action by the parties, on the Cessation Date.

3. Right to appoint Nominee Directors

3.1 Minimum holding

For so long as the Nominator Parties collectively beneficially own at least 10% of the issued and outstanding Shares, the Nominator Parties will collectively have the right to nominate and have appointed nominee Directors to the Board (each a **Nominee Director**) in accordance with this clause 3.

3.2 Initial Directors

(a) On Closing, the Board shall be made up of five (5) Directors and shall be constituted in accordance with Section 6.13 of the Stock Purchase Agreement.

(b) The parties acknowledge that, as of the closing of the Stock Purchase Agreement, each of Joe Tong, Chris Thorne, Simon Charles Howard Tripp and PW:

(i) have been appointed as Directors in accordance with the Stock Purchase Agreement;

(ii) are be deemed to be Nominee Directors; and

(iii) are a Class I, a Class II, a Class III and the managing Director (including for the purposes of rules 19 and 23 of the Constitution), respectively, for the purposes of the classified Board provisions of the Constitution.

3.3 Appointment of replacement Directors

(a) In the event that any Nominee Director is removed by members as a Director pursuant to section 203D of the Corporations Act (**Previous Nominee**), then PW may give notice in writing to the Company of the person the Nominator Parties wish to nominate as their Nominee Director in place of the Previous Nominee, together with a consent to act signed by the individual who is to be appointed as the Nominee Director.

(b) The Company must ensure that any person nominated under clause 3.3(a) is appointed as a Nominee Director and of the same class of Director as the Previous Nominee within two Business Days of receipt of a notice from PW and the signed consent to act from the Nominee Director in accordance with clause 3.3(a).

(c) Each Nominee Director will be appointed on terms consistent with the other non-Chairman, non-executive Directors of the Company.

3.4 Giving effect to this agreement

(a) The Company agrees to use reasonable endeavours to procure that the Directors that are not Nominee Directors act in a manner to give effect to this agreement.

(b) The Company agrees that, prior to the Cessation Date, the Company shall not amend rule 19 of the Constitution or otherwise adopt any provision that is inconsistent with the terms of rule 19 of the Constitution or this Agreement without the prior written consent of PW.

4. Representations and warranties

4.1 Mutual representations and warranties

Each party warrants to the other party that:

(a) if it is a corporation, it is validly existing under the laws of its place of incorporation or registration;

(b) it has the power and authority (or capacity) to enter into and perform its obligations under this agreement;

(c) assuming the due authorization, execution, and delivery thereof by the other parties, the execution and delivery of this agreement by it will constitute legal, valid and binding obligations of it, enforceable in accordance with its terms;

(d) it is not insolvent and no circumstances have arisen or may be reasonably expected to arise in consequence of which it may become insolvent, and no meeting has been convened, resolution proposed, petition presented or order made for the winding up of it and no receiver, receiver and manager, provisional liquidator, liquidator or other officer of a court or like person has been appointed in relation to any of its assets and no mortgagee has taken or attempted or indicated in any manner any intention to take possession of any of its assets; and

(e) the execution, delivery and performance of this agreement by it will not violate:

(i) any legislation or rule of law or regulation, authorisation, consent or any order or decree of any governmental authority;

(ii) if it is a corporation, its constituent documents;

(iii) any legislation, rules or other document constituting that party or governing its activities; or

(iv) any instrument to which it is a party or any instrument or judgement which is binding on it or any of its assets,

and will not result in the creation or imposition of any encumbrance or restriction of any nature on any of its assets.

5. Notices and other communications

5.1 Service of notices

A notice, demand, consent, approval or communication under this agreement (**Notice**) must be:

(a) in writing, in English and signed by a person duly authorised by the sender; and

(b) hand delivered or sent by prepaid post or internationally recognized overnight delivery service to the recipient’s address for Notices specified in the Details, as varied by any Notice given by the recipient to the sender.

5.2 Effective on receipt

A Notice given in accordance with clause 5.1 takes effect when taken to be received (or at a later time specified in it), and is taken to be received:

(a) if hand delivered, on delivery;

(b) if sent by prepaid post, the fifth Business Day after the date of posting (or the twelfth Business Day after the date of posting if posted to or from a place outside Australia); and

(c) if sent by internationally recognized overnight delivery service, the second Business Day after the date of posting,

but if the delivery, receipt or transmission is not on a Business Day or is after 5.00pm on a Business Day, the Notice is taken to be received at 9.00am on the next Business Day

6. Miscellaneous

6.1 Alterations

This agreement may be altered only in writing signed by each party.

6.2 Approvals and consents

Except where this agreement expressly states otherwise, a party may, in its discretion, give conditionally or unconditionally or withhold any approval or consent under this agreement.

6.3 Assignment

(a) Rights arising out of or under this agreement are not assignable by a party without the prior written consent of the other parties.

(b) A breach of clause 6.3(a) by a party entitles the other party to terminate this agreement.

6.4 Costs

The Company must pay all costs, fees and expenses of negotiating, preparing and executing this agreement.

6.5 Further action to be taken at each party's own expense

Each party must, at its own expense, do all things and execute all documents necessary to give full effect to this agreement and the transactions contemplated by it.

6.6 Counterparts

(a) This agreement may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument.

(b) The parties acknowledge and agree that:

(i) they are willing, able and have the appropriate authorisation to execute this agreement electronically, including any counterparts;

(ii) they intend to be bound by executing electronically in the same way and to the same extent as if they executed using wet signatures and/or an exchange of paper originals; and

(iii) each party shall be entitled to rely on the electronically executed document in the same way and to the same extent as a duly executed, paper original.

6.7 Entire agreement

This agreement constitutes the entire agreement between the parties in connection with its subject matter and supersedes all agreements or understandings dated before the date of this agreement between the parties in connection with its subject matter.

6.8 Severability

A term or part of a term of this agreement that is illegal or unenforceable may be severed from this agreement and the remaining terms or parts of the term of this agreement continue in force.

6.9 Waiver

A party does not waive a right, power or remedy if it fails to exercise or delays in exercising the right, power or remedy. A single or partial exercise of a right, power or remedy does not prevent another or further exercise of that or another right, power or remedy. A waiver of a right, power or remedy must be in writing and signed by the party giving the waiver.

6.10 Relationship

Except where this agreement expressly states otherwise, it does not create a relationship of employment, trust, agency or partnership between the parties.

6.11 Governing law and jurisdiction

This agreement is governed by the law of New South Wales and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales.

Signing page

EXECUTED as a deed.

Executed by **Naked Brand Group Limited ACN 619 054 938** in accordance with section 127 of the *Corporations Act 2001* (Cth):

/s/ Justin Davis-Rice	/s/ Mark Ziirsen
Signature of director	Signature of director/company secretary (Please delete as applicable)
Justin Davis-Rice	Mark Ziirsen
Name of director (print)	Name of director/company secretary (print)

Signed by **Peter Wang** in the presence of:

/s/ Tony Tsai	/s/ Peter Wang
Signature of witness	Peter Wang
Tony Tsai	
Name of witness (print)	

Executed by **Cenntro Enterprise Limited** by the following authorised officers:

/s/ Peter Z. Wang	
Signature of authorised officer	Signature of authorised officer
Peter Z. Wang	
Name of authorised officer (print)	Name of authorised officer (print)

Executed by **Trendway Capital Limited** by the following authorised officers:

/s/ Peter Z. Wang	
Signature of authorised officer	Signature of authorised officer
Peter Z. Wang	
Name of authorised officer (print)	Name of authorised officer (print)

Exhibit 10.5

CENNTRO ELECTRIC GROUP LIMITED

2022 STOCK INCENTIVE PLAN

(Adopted by the Board of Directors on December 30, 2021)

(Adopted by the Shareholders on , 2022)

(Effective on December 30, 2021 subject to approval by Shareholders)

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CENNTRO ELECTRIC GROUP LIMITED

2022 STOCK INCENTIVE PLAN

SECTION 1. ESTABLISHMENT AND PURPOSE.

This Cenntro Electric Group Limited 2022 Stock Incentive Plan was adopted by the Board of Directors on December 30, 2021 and shall be effective on December 30, 2021 (the "***Effective Date***"), subject to approval by the Company's shareholders within twelve (12) months after the Effective Date. The Plan's purpose is to attract, retain, incent, and reward top talent through share ownership to improve operating and financial performance and strengthen the mutuality of interest between eligible service providers and shareholders.

SECTION 2. DEFINITIONS.

(a) "***Affiliate***" means any entity, other than a Subsidiary, if the Company and/or one or more Subsidiaries own not less than fifty percent (50%) of such entity.

(b) "***Award***" means any award of an Option, a SAR, a Restricted Share, a Share Unit, or a Cash-Based Award under the Plan.

(c) "***Award Agreement***" means the agreement between the Company and the recipient of an Award which contains the terms, conditions, and restrictions pertaining to such Award.

(d) "***Board of Directors***" *or* "***Board***" means the Board of Directors of the Company, as constituted from time to time.

(e) "***Cash-Based Award***" means an Award that entitles the Participant to receive a cash-denominated payment.

(f) "***Change in Control***" means the occurrence of any of the following events:

(i) A change in the composition of the Board occurs, as a result of which fewer than one-half of the incumbent directors are directors who either:

(A) Had been directors of the Company on the "look-back date" (as defined below) (the "**original directors**"); or

(B) Were elected, or nominated for election, to the Board with the affirmative votes of at least a majority of the aggregate of the original directors who were still in office at the time of the election or nomination and the directors whose election or nomination was previously so approved (the "**continuing directors**");

provided, however, that, for this purpose, the "original directors" and "continuing directors" shall not include any individual whose initial assumption of office occurred as a result of an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents, by or on behalf of a person, other than the Board;

(ii) Any "person" (as defined below) who, by the acquisition or aggregation of securities, is or becomes the "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of the Company representing fifty percent (50%) or more of the combined voting power of the Company's then outstanding securities ordinarily (and apart from rights accruing under special circumstances) having the right to vote at elections of directors (the "**Base Capital Shares**"); except that any change in the relative beneficial ownership of the Company's securities by any person resulting solely from a reduction in the aggregate number of outstanding Base Capital Shares, and any decrease thereafter in such person's ownership of securities, shall be disregarded until such person increases in any manner, directly or indirectly, such person's beneficial ownership of any securities of the Company;

(iii) The consummation of a merger or consolidation of the Company or a Subsidiary with or into another entity or any other corporate reorganization, if persons who were not shareholders of the Company immediately prior to such merger, consolidation, or other reorganization own immediately after such merger, consolidation, or other reorganization fifty percent (50%) or more of the voting power of the outstanding securities of each of (A) the Company (or its successor) and (B) any direct or indirect parent corporation of the Company (or its successor); or

(iv) The sale, transfer, or other disposition of all or substantially all of the Company's assets.

For purposes of subsection (f)(i) above, the term "look-back" date means the later of (1) the Effective Date and (2) the date that is twenty-four (24) months prior to the date of the event that may constitute a Change in Control.

For purposes of subsection (f)(ii) above, the term "person" shall have the same meaning as when used in Sections 13(d) and 14(d) of the Exchange Act, but shall exclude (1) a trustee or other fiduciary holding securities under an employee benefit plan maintained by the Company or a Parent or Subsidiary and (2) a corporation owned directly or indirectly by the shareholders of the Company in substantially the same proportions as their ownership of the Share.

Any other provision of this Section 2(f) notwithstanding, a transaction shall not constitute a Change in Control if its sole purpose is to change the state of the Company's incorporation or to create a holding company that will be owned in substantially the same proportions by the persons who held the Company's securities immediately before such transaction, and a Change in Control shall not be deemed to occur if the Company files a registration statement with the United States Securities and Exchange Commission in connection with an initial or secondary public offering of securities or debt of the Company to the public.

(g) "***Code***" means the United States Internal Revenue Code of 1986, as amended, and the rules and regulations promulgated thereunder.

(h) "***Committee***" means the Compensation Committee, as designated by the Board, which is authorized to administer the Plan, as described in Section 3 hereof.

(i) "***Company***" *means Cenntro Electric Group Limited (ACN 619 054 938), an Australian company, including any successor thereto.*

(j) "***Consultant***" means an individual who is a consultant or advisor and who provides bona fide services to the Company, a Parent, a Subsidiary, or an Affiliate as an independent contractor (not including service as a member of the Board) or a member of the Board of a Parent or a Subsidiary, in each case, who is not an Employee.

(k) "***Disability***" means any permanent and total disability, as defined by Section 22(e)(3) of the Code.

(l) "***Employee***" means any individual who is a common-law employee of the Company, a Parent, a Subsidiary, or an Affiliate.

(m) "***Exchange Act***" means the United States Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

(n) "***Exercise Price***" means, in the case of an Option, the amount for which one Share may be purchased upon exercise of such Option, as specified in the applicable Stock Option Agreement. "Exercise Price" means, in the case of a SAR, an amount, as specified in the applicable SAR Award Agreement, which is subtracted from the Fair Market Value of one Share in determining the amount payable upon exercise of such SAR.

(o) "***Fair Market Value***" means, with respect to a Share, the market price of one Share, determined by the Committee as follows:

(i) If the Shares were traded over-the-counter on the date in question, then the Fair Market Value shall be equal to the last transaction price quoted for such date by the OTC Bulletin Board or, if not so quoted, shall be equal to the mean between the last reported representative bid and asked prices quoted for such date by the principal automated inter-dealer quotation system on which the Shares are quoted or, if the Shares are not quoted on any such system, by the Pink Quote system;

(ii) If the Shares were traded on any established stock exchange (such as the New York Stock Exchange, The Nasdaq Global Market or The Nasdaq Global Select Market) or national market system on the date in question, then the Fair Market Value shall be equal to the closing price reported for such date by the applicable exchange or system; or

(iii) If none of the foregoing provisions is applicable, then the Fair Market Value shall be determined by the Committee in good faith on such basis as it deems appropriate.

In all cases, the determination of Fair Market Value by the Committee shall be conclusive and binding on all persons.

(p) *"**ISO**"* means an employee incentive stock option described in Section 422 of the Code.

(q) *"**Nonstatutory Option**" or "**NSO**"* means an employee stock option that is not an ISO.

(r) *"**Option**"* means an ISO or NSO granted under the Plan and entitling the holder to purchase Shares.

(s) *"**Outside Director**"* means a member of the Board who is not a common-law employee of, or consultant to, the Company, a Parent, or a Subsidiary.

(t) *"**Parent**"* means any corporation (other than the Company) in an unbroken chain of corporations ending with the Company, if each of the corporations, other than the Company, owns shares possessing fifty percent (50%) or more of the total combined voting power of all classes of shares in one of the other corporations in such chain. A corporation that attains the status of a Parent on a date after the adoption of the Plan shall be a Parent commencing as of such date.

(u) *"**Participant**"* means a person who holds an Award.

(v) *"**Plan**"* means this 2022 Stock Incentive Plan of Cenntro Electric Group Limited, as amended from time to time.

(w) *"**Purchase Price**"* means the consideration for which one Share may be acquired under the Plan (other than upon exercise of an Option or SAR), as specified by the Committee.

(x) "***Restricted Share***" means a Share awarded under the Plan.

(y) "***SAR***" means a share appreciation right granted under the Plan.

(z) "***Section 409A***" means Section 409A of the Code.

(aa) "***Securities Act***" means the United States Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

(bb) "***Service***" means service as an Employee, Consultant, or Outside Director, subject to such further limitations as may be set forth in the Plan or the applicable Award Agreement. Service does not terminate when an Employee goes on a bona fide leave of absence, if approved by the Company in writing, if the terms of the leave provide for continued Service crediting, or when continued Service crediting is required by applicable law. However, for purposes of determining whether an Option is entitled to ISO status, an Employee's employment will be treated as terminating three (3) months after such Employee went on leave, unless such Employee's right to return to active work is guaranteed by law or by a contract. Service terminates in any event when the approved leave ends, unless such Employee immediately returns to active work. The Company determines which leaves of absence count toward Service, and when Service terminates for all purposes under the Plan.

(cc) "***Shares***" means fully paid ordinary shares of the Company.

(dd) "***Share Unit***" means a bookkeeping entry representing the Company's obligation to deliver one Share (or distribute cash) on a future date in accordance with the provisions of a Share Unit Award Agreement.

(ee) "***Subsidiary***" means any corporation, if the Company and/or one or more other Subsidiaries own not less than fifty percent (50%) of the total combined voting power of all classes of outstanding shares of such corporation. A corporation that attains the status of a Subsidiary on a date after the adoption of the Plan shall be considered a Subsidiary commencing as of such date. The determination of whether an entity is a "Subsidiary" shall be made in accordance with Section 424(f) of the Code.

SECTION 3. ADMINISTRATION.

(a) *Committee Composition*. The Plan shall be administered by a Committee appointed by the Board, or by the Board acting as the Committee. The Committee shall consist of two or more directors of the Company. In addition, to the extent required by the Board, the composition of the Committee shall satisfy such requirements of the Nasdaq Stock Market ("**Nasdaq**") and as the Securities and Exchange Commission may establish for administrators acting under plans intended to qualify for exemption under Rule 16b-3 (or its successor) under the Exchange Act.

(b) *Committee Appointment*. The Board may also appoint one or more separate committees of the Board, each composed of one or more directors of the Company who need not satisfy the requirements of Section 3(a), who may administer the Plan, may grant Awards under the Plan, and may determine all terms of such grants, in each case, with respect to all Employees, Consultants, and Outside Directors (except such as may be on such committee); provided that such committee or committees may perform these functions only with respect to Employees who are not considered officers or directors of the Company under Section 16 of the Exchange Act. Within the limitations of the preceding sentence, any reference in the Plan to the Committee shall include such committee or committees appointed pursuant to the preceding sentence. To the extent permitted by applicable laws, the Board of Directors may also authorize one or more officers of the Company to designate Employees, other than officers under Section 16 of the Exchange Act, to receive Awards and/or to determine the number of such Awards to be received by such persons; provided, however, that the Board of Directors shall specify the total number of Awards that such officers may so award.

(c) *Committee Procedures.* The Board shall designate one of the members of the Committee as chairman. The Committee may hold meetings at such times and places as it shall determine. The act of a majority of the Committee members present at a meeting at which a quorum exists, or act reduced to or approved in writing (including via email) by all Committee members, shall be a valid act of the Committee.

(d) *Committee Responsibilities.* Subject to the provisions of the Plan and subject to compliance with any applicable laws, rules or regulations, the Committee shall have full authority and discretion to take the following actions:

(i) To interpret the Plan and to apply its provisions;

(ii) To adopt, amend, or rescind rules, procedures, and forms relating to the Plan;

(iii) To adopt, amend, or terminate sub-plans established for the purpose of satisfying applicable foreign laws, including qualifying for preferred tax treatment under applicable foreign tax laws;

(iv) To authorize any person to execute, on behalf of the Company, any instrument required to carry out the purposes of the Plan;

(v) To determine when Awards are to be granted under the Plan;

(vi) To select the Participants to whom Awards are to be granted;

(vii) To determine the type of Award and number of Shares or amount of cash to be made subject to each Award;

(viii) To prescribe the terms and conditions of each Award, including (without limitation) the Exercise Price and Purchase Price, and the vesting or duration of the Award (including accelerating the vesting of Awards, either at the time of the Award or thereafter, without the consent of the Participant), to determine whether an Option is to be classified as an ISO or as an NSO, and to specify the provisions of the agreement relating to such Award;

(ix) To amend any outstanding Award Agreement, subject to applicable legal restrictions and to the consent of the Participant if the Participant's rights or obligations would be materially impaired;

(x) To prescribe the consideration for the grant of each Award or other right under the Plan and to determine the sufficiency of such consideration;

(xi) To determine the disposition of each Award or other right under the Plan in the event of a Participant's divorce or dissolution of marriage;

(xii) To determine whether Awards under the Plan will be granted in replacement of other grants under an incentive or other compensation plan of an acquired business;

(xiii) To correct any defect, supply any omission, and reconcile any inconsistency in the Plan or any Award Agreement;

(xiv) To establish and verify the extent of satisfaction of any performance goals and other conditions applicable to the grant, issuance, exercisability, vesting, and/or ability to retain any Award; and

(xv) To take any other actions deemed necessary or advisable for the administration of the Plan.

Subject to the requirements of applicable law, the Committee may designate persons, other than members of the Committee, to carry out its responsibilities and may prescribe such conditions and limitations as it may deem appropriate, except that the Committee may not delegate its authority with regard to the selection for participation of or the granting of Awards under the Plan to persons subject to Section 16 of the Exchange Act. All decisions, interpretations, and other actions of the Committee shall be final and binding on all Participants and all persons deriving their rights from a Participant. No member of the Committee shall be liable for any action that he has taken or has failed to take in good faith with respect to the Plan or any Award under the Plan.

SECTION 4. ELIGIBILITY.

(a) *General Rule*. Only Employees, Consultants, and Outside Directors shall be eligible for the grant of Awards. Only Employees of the Company, a Parent, or a Subsidiary shall be eligible for the grant of ISOs.

(b) *Ten-Percent Shareholders*. An Employee who owns more than ten percent (10%) of the total combined voting power of all classes of outstanding shares of the Company, a Parent or a Subsidiary shall not be eligible for the grant of an ISO, unless such grant satisfies the requirements of Section 422(c)(5) of the Code.

(c) *Attribution Rules*. For purposes of Section 4(b) above, in determining share ownership, an Employee shall be deemed to own the shares owned, directly or indirectly, by or for such Employee's brothers, sisters, spouse, ancestors, and lineal descendants. Shares owned, directly or indirectly, by or for a corporation, partnership, estate, or trust shall be deemed to be owned proportionately by or for its shareholders, partners, or beneficiaries.

(d) *Outstanding Shares*. For purposes of Section 4(b) above, "outstanding shares" shall include all shares actually issued and outstanding immediately after the grant. "Outstanding shares" shall not include Shares authorized for issuance under outstanding options held by the Employee or by any other person.

SECTION 5. SHARES SUBJECT TO PLAN.

(a) *Basic Limitation*. Shares offered under the Plan shall be authorized but unissued Shares. The maximum aggregate number of Shares authorized for issuance as Awards under the Plan shall not exceed the sum of 25,965,234 Shares, plus an annual increase on the first day of each fiscal year, for a period of not more than nine (9) years, beginning on January 1, 2023, and ending on (and including) January 1, 2031, in an amount equal to the lesser of (i) five (5%) of the outstanding Shares on the last day of the immediately preceding fiscal year or (ii) such lesser amount (including zero) that the Board determines for purposes of the annual increase for that fiscal year. Notwithstanding the foregoing, the number of Shares that may be issued through ISOs granted under the Plan shall not exceed 25,965,234 Shares plus, to the extent allowable under Section 422 of the Code, any Shares that become available for issuance under the Plan pursuant to Section 5(b). The limitations of this Section 5(a) shall be subject to adjustment pursuant to Section 12. The number of Shares that are subject to Awards outstanding at any time under the Plan shall not exceed the number of Shares which then remain available for issuance under the Plan. The Company shall at all times reserve and keep available sufficient Shares to satisfy the requirements of the Plan.

(b) *Additional Shares.* If Restricted Shares or Shares issued upon the exercise of options are cancelled or bought-back by the Company in accordance with any applicable laws, rules or regulations, then such Shares shall again become available for Awards under the Plan. If Share Units, Options, or SARs are forfeited or terminate for any reason before being exercised or settled, or an Award is settled in cash without the delivery of Shares to the holder, then the corresponding Shares shall again become available for Awards under the Plan. If Share Units or SARs are settled, then only the number of Shares (if any) actually issued in settlement of such Share Units or SARs shall reduce the number available in Section 5(a) and the balance (including any Shares withheld to satisfy tax withholding obligations) shall again become available for Awards under the Plan. Any Shares withheld to satisfy the Exercise Price or tax withholding obligations pursuant to any Award of Options or SARs shall be added back to the Shares available for Awards under the Plan. Notwithstanding the foregoing provisions of this Section 5(b), Shares that have actually been issued shall not again become available for Awards under the Plan, except for Shares that are cancelled or bought-back by the Company in accordance with any applicable laws, rules or regulations and do not become vested.

(c) *Substitution and Assumption of Awards.* Subject to compliance with any applicable laws, rules or regulations, the Committee may make Awards under the Plan by assumption, substitution, or replacement of stock options, share appreciation rights, share units, or similar awards granted by another entity (including a Parent or Subsidiary), if such assumption, substitution, or replacement is in connection with an asset acquisition, share acquisition, merger, consolidation, or similar transaction involving the Company (and/or its Parent or Subsidiary) and such other entity (and/or its affiliate). The terms of such assumed, substituted, or replaced Awards shall be as the Committee, in its discretion, determines is appropriate, notwithstanding limitations on Awards in the Plan. Any such substitute or assumed Awards shall not count against the Share limitation set forth in Section 5(a) (nor shall Shares subject to such Awards be added to the Shares available for Awards under the Plan as provided in Section 5(b) above), except that Shares acquired by exercise of substitute ISOs will count against the maximum number of Shares that may be issued pursuant to the exercise of ISOs under the Plan.

(d) *Grants to Outside Directors.* The grant date fair value of all Awards (as determined in accordance with Financial Accounting Standards Board Accounting Standards Codification Topic 718, or any successor thereto) granted under the Plan to any Outside Director as compensation for services as an Outside Director during any twelve (12)-month period may not exceed $500,000; provided that any Award granted to an Outside Director in lieu of a cash retainer and/or meeting fees pursuant to Section 15(b) will be excluded from such limit.

SECTION 6. RESTRICTED SHARES.

(a) *Restricted Share Award Agreement.* Each grant of Restricted Shares under the Plan shall be evidenced by a Restricted Share Award Agreement between the Participant and the Company. Such Restricted Shares shall be subject to all applicable terms of the Plan and may be subject to any other terms that are not inconsistent with the Plan. The provisions of the various Restricted Share Award Agreements entered into under the Plan need not be identical.

(b) *Payment for Awards.* Restricted Shares may be sold or awarded under the Plan for such consideration as the Committee may determine, including (without limitation) cash, cash equivalents, full-recourse promissory notes (subject to compliance with any applicable laws, rules, or regulations), past services, and future services.

(c) *Vesting.* Each Award of Restricted Shares may or may not be subject to vesting. Vesting shall occur, in full or in installments, upon satisfaction of the conditions specified in the Restricted Share Award Agreement. A Restricted Share Award Agreement may provide for accelerated vesting in the event of the Participant's death, Disability, retirement, or other events. The Committee may determine, at the time of granting Restricted Shares or thereafter, that all or part of such Restricted Shares shall become vested in the event that a Change in Control occurs.

(d) *Voting and Dividend Rights.* A holder of Restricted Shares awarded under the Plan shall have the same voting, dividend, and other rights as the Company's other shareholders, except that, in the case of any unvested Restricted Shares, the holder shall not be entitled to any dividends or other distributions paid or distributed by the Company in respect of outstanding Shares. Notwithstanding the foregoing, at the Committee's discretion, the holder of unvested Restricted Shares may be credited with such dividends and other distributions; provided that such dividends and other distributions shall be paid or distributed to the holder only if, when, and to the extent such unvested Restricted Shares vest. The value of dividends and other distributions payable or distributable with respect to any unvested Restricted Shares that do not vest shall be forfeited. At the Committee's discretion, the Restricted Share Award Agreement may require that the holder of Restricted Shares invest any cash dividends received in additional Restricted Shares. Such additional Restricted Shares shall be subject to the same conditions as the Award with respect to which the dividend was paid. For the avoidance of doubt, other than with respect to the right to receive dividends and other distributions, the holders of unvested Restricted Shares shall have the same voting rights and other rights as the Company's other shareholders in respect of such unvested Restricted Shares.

(e) *Restrictions on Transfer of Shares.* Restricted Shares shall be subject to such rights of repurchase, rights of first refusal, or other restrictions as the Committee may determine. Such restrictions shall be set forth in the applicable Restricted Share Award Agreement and shall apply in addition to any general restrictions that may apply to all holders of Shares.

SECTION 7. TERMS AND CONDITIONS OF OPTIONS.

(a) *Stock Option Award Agreement.* Each grant of an Option under the Plan shall be evidenced by a Stock Option Award Agreement between the Participant and the Company. Such Option shall be subject to all applicable terms and conditions of the Plan and may be subject to any other terms and conditions which are not inconsistent with the Plan and which the Committee deems appropriate for inclusion in a Stock Option Award Agreement. The Stock Option Award Agreement shall specify whether the Option is an ISO or an NSO. The provisions of the various Stock Option Award Agreements entered into under the Plan need not be identical.

(b) *Number of Shares.* Each Stock Option Award Agreement shall specify the number of Shares that are subject to the Option and shall provide for the adjustment of such number in accordance with Section 12.

(c) *Exercise Price.* Each Stock Option Award Agreement shall specify the Exercise Price. The Exercise Price of an ISO shall not be less than one hundred percent (100%) of the Fair Market Value of a Share on the date of grant and the Exercise Price of an NSO shall not be less than 100% of the Fair Market Value of a Share on the date of grant. Notwithstanding the foregoing, Options may be granted with an Exercise Price of less than one hundred percent (100%) of the Fair Market Value per Share on the date of grant pursuant to a transaction described in, and in a manner consistent with, Section 424(a) of the Code. Subject to the foregoing in this Section 7(c), the Exercise Price under any Option shall be determined by the Committee in its sole discretion. The Exercise Price shall be payable in one of the forms described in Section 8.

(d) *Withholding Taxes.* As a condition to the exercise of an Option, the Participant shall make such arrangements as the Committee may require for the satisfaction of any federal, state, local, or foreign withholding tax obligations that may arise in connection with such exercise. The Participant shall also make such arrangements as the Committee may require for the satisfaction of any federal, state, local, or foreign withholding tax obligations that may arise in connection with the disposition of Shares acquired by exercising an Option.

(e) *Exercisability and Term.* Each Stock Option Award Agreement shall specify the date when all or any installment of the Option is to become exercisable. The Stock Option Award Agreement shall also specify the term of the Option; provided that the term of an ISO shall in no event exceed ten (10) years from the date of grant (five (5) years for ISOs granted to Employees described in Section 4(b)). A Stock Option Award Agreement may provide for accelerated exercisability in the event of the Participant's death, Disability, retirement, or other events and may provide for expiration prior to the end of its term in the event of the termination of the Participant's Service. Options may be awarded in combination with SARs, and such an Award may provide that the Options will not be exercisable, unless the related SARs are forfeited. Subject to the foregoing in this Section 7(e), the Committee in its sole discretion shall determine when all or any installment of an Option is to become exercisable and when an Option is to expire.

(f) *Exercise of Options.* Each Stock Option Award Agreement shall set forth the extent to which the Participant shall have the right to exercise the Option following termination of the Participant's Service with the Company and its Subsidiaries, and the right to exercise the Option of any executors or administrators of the Participant's estate or any person who has acquired such Option(s) directly from the Participant by bequest or inheritance. Such provisions shall be determined in the sole discretion of the Committee, need not be uniform among all Options issued pursuant to the Plan, and may reflect distinctions based on the reasons for termination of Service.

(g) *Effect of Change in Control*. The Committee may determine, at the time of granting an Option or thereafter, that such Option shall become exercisable as to all or part of the Shares subject to such Option in the event that a Change in Control occurs.

(h) *No Rights as a Shareholder.* A Participant shall have no rights as a shareholder with respect to any Shares covered by his Option until the date of the issuance of a share certificate for such Shares. No adjustments shall be made, except as provided in Section 12.

(i) *Modification, Extension, and Renewal of Options.* Within the limitations of the Plan and subject to all applicable laws, the Committee may modify, extend, or renew outstanding options or may accept the cancellation of outstanding options (to the extent not previously exercised), whether or not granted hereunder, in return for the grant of new Options for the same or a different number of Shares and at the same or a different Exercise Price, or in return for the grant of a different Award for the same or a different number of Shares or for cash. The foregoing notwithstanding, no modification of an Option shall, without the consent of the Participant, materially impair his or her rights or obligations under such Option.

(j) *Restrictions on Transfer of Shares.* Any Shares issued upon exercise of an Option shall be subject to such special forfeiture conditions, rights of repurchase, rights of first refusal, and other transfer restrictions as the Committee may determine. Such restrictions shall be set forth in the applicable Stock Option Award Agreement and shall apply in addition to any general restrictions that may apply to all holders of Shares.

(k) *Buyout Provisions.* The Committee may at any time (i) offer to buy out for a payment in cash or cash equivalents an Option previously granted or (ii) authorize a Participant to elect to cash out an Option previously granted, in either case, at such time and based upon such terms and conditions as the Committee shall establish.

SECTION 8. PAYMENT FOR SHARES.

(a) *General Rule.* The entire Exercise Price or Purchase Price of Shares issued under the Plan shall be payable in lawful money of the United States of America at the time when such Shares are purchased, except as provided in Section 8(b) through Section 8(h) below.

(b) *Surrender of Share.* To the extent that a Stock Option Award Agreement so provides, payment may be made all or in part by surrendering, or attesting to the ownership of, Shares which have already been owned by the Participant or his or her representative. Such Shares shall be valued at their Fair Market Value on the date when the new Shares are purchased under the Plan. The Participant shall not surrender, or attest to the ownership of, Shares in payment of the Exercise Price if such action would cause the Company to recognize compensation expense (or additional compensation expense) with respect to the Option for financial reporting purposes.

(c) *Services Rendered.* At the discretion of the Committee, Shares may be awarded under the Plan in consideration of services rendered to the Company, a Subsidiary, or a Parent. If Shares are awarded without the payment of a Purchase Price in cash, the Committee shall make a determination (at the time of the Award) of the value of the services rendered by the Participant and the sufficiency of the consideration to meet the requirements of Section 6(b).

(d) *Cashless Exercise.* To the extent that a Stock Option Award Agreement so provides, payment may be made all or in part by delivery (on a form prescribed by the Committee) of an irrevocable direction to a securities broker to sell Shares and to deliver all or part of the sale proceeds to the Company in payment of the aggregate Exercise Price.

(e) *Exercise/Pledge*. To the extent that a Stock Option Award Agreement so provides, payment may be made all or in part by delivery (on a form prescribed by the Committee) of an irrevocable direction to a securities broker or lender to pledge Shares, as security for a loan, and to deliver all or part of the loan proceeds to the Company in payment of the aggregate Exercise Price.

(f) *Net Exercise.* To the extent that a Stock Option Award Agreement so provides, payment may be made all or in part by a "net exercise" arrangement pursuant to which the number of Shares issuable upon exercise of the Option shall be reduced by the largest whole number of Shares having an aggregate Fair Market Value that does not exceed the aggregate Exercise Price (plus tax withholdings, if applicable) and any remaining balance of the aggregate Exercise Price (and/or applicable tax withholdings) not satisfied by such reduction in the number of whole Shares to be issued shall be paid by the Participant in cash or any other form of payment permitted under the Stock Option Agreement.

(g) *Promissory Note.* To the extent that a Stock Option Award Agreement or Restricted Share Award Agreement so provides, payment may be made all or in part by delivering (on a form prescribed by the Company) a full-recourse promissory note (subject to compliance with any applicable laws, rules or regulations).

(h) *Other Forms of Payment.* To the extent that a Stock Option Award Agreement or Restricted Share Award Agreement so provides, payment may be made in any other form that is consistent with applicable laws, regulations, and rules.

(i) *Limitations under Applicable Law.* Notwithstanding anything herein or in a Stock Option Award Agreement or Restricted Share Award Agreement to the contrary, payment may not be made in any form that is unlawful, as determined by the Committee in its sole discretion.

SECTION 9. SHARE APPRECIATION RIGHTS.

(a) *SAR Award Agreement.* Each grant of a SAR under the Plan shall be evidenced by a SAR Award Agreement between the Participant and the Company. Such SAR shall be subject to all applicable terms of the Plan and may be subject to any other terms that are not inconsistent with the Plan. The provisions of the various SAR Award Agreements entered into under the Plan need not be identical.

(b) *Number of Shares.* Each SAR Award Agreement shall specify the number of Shares to which the SAR pertains and shall provide for the adjustment of such number in accordance with Section 12.

(c) *Exercise Price.* Each SAR Award Agreement shall specify the Exercise Price. The Exercise Price of a SAR shall not be less than one hundred percent (100%) of the Fair Market Value of a Share on the date of grant. Notwithstanding the foregoing, SARs may be granted with an Exercise Price of less than one hundred percent (100%) of the Fair Market Value per Share on the date of grant pursuant to a transaction described in, and in a manner consistent with, Section 424(a) of the Code. Subject to the foregoing in this Section 9(c), the Exercise Price under any SAR shall be determined by the Committee in its sole discretion.

(d) *Exercisability and Term.* Each SAR Award Agreement shall specify the date when all or any installment of the SAR is to become exercisable. The SAR Award Agreement shall also specify the term of the SAR. A SAR Award Agreement may provide for accelerated exercisability in the event of the Participant's death, Disability, retirement, or other events and may provide for expiration prior to the end of its term in the event of the termination of the Participant's Service. SARs may be awarded in combination with Options, and such an Award may provide that the SARs will not be exercisable, unless the related Options are forfeited. A SAR may be included in an ISO only at the time of grant but may be included in an NSO at the time of grant or thereafter. A SAR granted under the Plan may provide that it will be exercisable only in the event of a Change in Control.

(e) *Effect of Change in Control.* The Committee may determine, at the time of granting a SAR or thereafter, that such SAR shall become fully exercisable as to all Shares subject to such SAR in the event that a Change in Control occurs.

(f) *Exercise of SARs.* Subject to compliance with any applicable laws, rules or regulations, upon exercise of a SAR, the Participant (or any person having the right to exercise the SAR after his or her death) shall receive from the Company (i) Shares, (ii) cash, or (iii) a combination of Shares and cash, as the Committee shall determine. The amount of cash and/or the Fair Market Value of Shares received upon exercise of SARs shall, in the aggregate, be equal to the amount by which the Fair Market Value (on the date of surrender) of the Shares subject to the SARs exceeds the Exercise Price.

(g) *Modification, Extension or Assumption of SARs.* Within the limitations of the Plan and subject to compliance with any applicable laws, rules or regulations, the Committee may modify, extend, or assume outstanding SARs or may accept the cancellation of outstanding SARs (whether granted by the Company or by another issuer) in return for the grant of new SARs for the same or a different number of Shares and at the same or a different Exercise Price, or in return for the grant of a different Award for the same or a different number of Shares or cash. The foregoing notwithstanding, no modification of a SAR shall, without the consent of the holder, materially impair his or her rights or obligations under such SAR.

(h) *Buyout Provisions.* Subject to compliance with any applicable laws, rules or regulations, the Committee may at any time (i) offer to buy out for a payment in cash or cash equivalents a SAR previously granted or (ii) authorize a Participant to elect to cash out a SAR previously granted, in either case, at such time and based upon such terms and conditions as the Committee shall establish.

SECTION 10. SHARE UNITS.

(a) *Share Unit Award Agreement.* Each grant of Share Units under the Plan shall be evidenced by a Share Unit Award Agreement between the Participant and the Company. Such Share Units shall be subject to all applicable terms of the Plan and may be subject to any other terms that are not inconsistent with the Plan. The provisions of the various Share Unit Award Agreements entered into under the Plan need not be identical.

(b) *Payment for Awards.* To the extent that an Award is granted in the form of Share Units, no cash consideration shall be required of the Award recipients.

(c) *Vesting Conditions*. Each Award of Share Units may or may not be subject to vesting. Vesting shall occur, in full or in installments, upon satisfaction of the conditions specified in the Share Unit Award Agreement. A Share Unit Award Agreement may provide for accelerated vesting in the event of the Participant's death, Disability, retirement, or other events. The Committee may determine, at the time of granting Share Units or thereafter, that all or part of such Share Units shall become vested in the event that a Change in Control occurs.

(d) *Voting and Dividend Rights.* The holders of Share Units shall have no voting rights. Prior to settlement or forfeiture, any Share Unit awarded under the Plan may, at the Committee's discretion and subject to compliance with any applicable laws, rules or regulations, carry with it a right to dividend equivalents. Such right entitles the holder to be credited with an amount equal to all cash dividends paid on one Share while the Share Unit is outstanding. Dividend equivalents may be converted into additional Share Units. Settlement of dividend equivalents may be made in the form of cash, in the form of Shares, or in a combination of both. Dividend equivalents shall not be distributed prior to settlement of the Share Unit to which the dividend equivalents pertain. Prior to distribution, any dividend equivalents shall be subject to the same conditions and restrictions (including, without limitation, any forfeiture conditions) as the Share Units to which they attach. The value of dividend equivalents payable or distributable with respect to any unvested Share Units that do not vest shall be forfeited.

(e) *Form and Time of Settlement of Share Units.* Settlement of vested Share Units may be made in the form of (i) cash, (ii) Shares or (iii) any combination of both, as determined by the Committee and subject to compliance with any applicable laws, rules or regulations. The actual number of Share Units eligible for settlement may be larger or smaller than the number included in the original Award, based on predetermined performance factors. Methods of converting Share Units into cash may include (without limitation) a method based on the average Fair Market Value of Shares over a series of trading days. A Share Unit Award Agreement may provide that vested Share Units may be settled in a lump sum or in installments. A Share Unit Award Agreement may provide that the distribution may occur or commence when all vesting conditions applicable to the Share Units have been satisfied or have lapsed, or it may be deferred to any later date, subject to compliance with Section 409A. The amount of a deferred distribution may be increased by an interest factor or by dividend equivalents. Until an Award of Share Units is settled, the number of such Share Units shall be subject to adjustment pursuant to Section 12.

(f) *Death of Participant.* Any Share Unit Award that becomes payable after the Participant's death shall be distributed to the Participant's beneficiary or beneficiaries. Each recipient of a Share Unit Award under the Plan shall designate one or more beneficiaries for this purpose by filing the prescribed form with the Company. A beneficiary designation may be changed by filing the prescribed form with the Company at any time before the Participant's death. If no beneficiary was designated or if no designated beneficiary survives the Participant, then any Share Unit Award that becomes payable after the Participant's death shall be distributed to the Participant's estate.

(g) *Creditors' Rights.* A holder of Share Units shall have no rights, other than those of a general creditor of the Company. Share Units represent an unfunded and unsecured obligation of the Company, subject to the terms and conditions of the applicable Share Unit Award Agreement.

SECTION 11. CASH-BASED AWARDS.

The Committee may, in its sole discretion, grant Cash-Based Awards to any Participant in such number or amount and upon such terms, and subject to such conditions, as the Committee shall determine at the time of grant and specify in an applicable Award Agreement. The Committee shall determine the maximum duration of the Cash-Based Award, the amount of cash which may be payable pursuant to the Cash-Based Award, the conditions upon which the Cash-Based Award shall become vested or payable, and such other provisions as the Committee shall determine. Each Cash-Based Award shall specify a cash-denominated payment amount, formula, or payment range, as determined by the Committee. Payment, if any, with respect to a Cash-Based Award shall be made in accordance with the terms of the Award and may be made in cash or in Shares, as the Committee determines.

SECTION 12. ADJUSTMENT OF SHARES.

(a) *Adjustments.* In the event of a subdivision of the outstanding Shares, a declaration of a dividend payable in Shares, a declaration of a dividend payable in a form other than Shares in an amount that has a material effect on the price of Shares, a combination or consolidation of the outstanding Shares (by reclassification or otherwise) into a lesser number of Shares, a recapitalization, a spin-off, or a similar occurrence, the Committee shall make appropriate and equitable adjustments in:

(i) The number of Shares available for future Awards and the limitations set forth under Section 5;

(ii) The number of Shares covered by each outstanding Award; and

(iii) The Exercise Price under each outstanding Option and SAR.

(b) *Dissolution or Liquidation.* To the extent not previously exercised or settled, Options, SARs, and Share Units shall terminate immediately prior to the dissolution or liquidation of the Company.

(c) *Mergers or Reorganizations.* In the event that the Company is a party to a merger or other reorganization, outstanding Awards shall be subject to the agreement of merger or reorganization. Subject to compliance with Section 409A, such agreement shall provide for:

(i) The continuation of the outstanding Awards by the Company, if the Company is a surviving corporation;

(ii) The assumption of the outstanding Awards by the surviving corporation or its parent or subsidiary;

(iii) The substitution by the surviving corporation or its parent or subsidiary of its own awards for the outstanding Awards;

(iv) Immediate vesting, exercisability, or settlement of outstanding Awards, followed by the cancellation of such Awards upon or immediately prior to the effectiveness of such transaction; or

(v) Settlement of the intrinsic value of the outstanding Awards (whether or not then vested or exercisable) in cash or cash equivalents or equity (including cash or equity subject to deferred vesting and delivery consistent with the vesting restrictions applicable to such Awards or the underlying Shares), followed by the cancellation of such Awards (and, for the avoidance of doubt, if, as of the date of the occurrence of the transaction, the Committee determines in good faith that no amount would have been attained upon the exercise of such Award or realization of the Participant's rights, then such Award may be terminated by the Company without payment); in each case, without the Participant's consent. Any acceleration of payment of an amount that is subject to Section 409A will be delayed, if necessary, until the earliest time that such payment would be permissible under Section 409A without triggering any additional taxes applicable under Section 409A.

The Company will have no obligation to treat similarly all Awards, all Awards held by a Participant, or all Awards of the same type.

(d) *Reservation of Rights.* Except as provided in this Section 12, a Participant shall have no rights by reason of any subdivision or consolidation of Shares of any class, the payment of any dividend, or any other increase or decrease in the number of Shares of any class. Any issue by the Company of Shares of any class, or securities convertible into Shares of any class, shall not affect, and no adjustment by reason thereof shall be made with respect to, the number or Exercise Price of Shares subject to an Award. The grant of an Award pursuant to the Plan shall not affect in any way the right or power of the Company to make adjustments, reclassifications, reorganizations, or changes of its capital or business structure, to merge or consolidate, or to dissolve, liquidate, sell, or transfer all or any part of its business or assets. In the event of any change affecting the Shares or the Exercise Price of Shares subject to an Award, including a merger or other reorganization, for reasons of administrative convenience, the Company, in its sole discretion, may refuse to permit the exercise of any Award during a period of up to thirty (30) days prior to the occurrence of such event.

SECTION 13. DEFERRAL OF AWARDS.

(a) *Committee Powers.* Subject to compliance with Section 409A and to compliance with any applicable laws, rules or regulations, the Committee (in its sole discretion) may permit or require a Participant to:

(i) Have cash that otherwise would be paid to such Participant as a result of the exercise of a SAR or the settlement of Share Units credited to a deferred compensation account established for such Participant by the Committee as an entry on the Company's books;

(ii) Have Shares that otherwise would be delivered to such Participant as a result of the exercise of an Option or SAR converted into an equal number of Share Units; or

(iii) Have Shares that otherwise would be delivered to such Participant as a result of the exercise of an Option or SAR or the settlement of Share Units converted into amounts credited to a deferred compensation account established for such Participant by the Committee as an entry on the Company's books. Such amounts shall be determined by reference to the Fair Market Value of such Shares as of the date when they otherwise would have been delivered to such Participant.

(b) *General Rules.* A deferred compensation account established under this Section 13 may be credited with interest or other forms of investment return, as determined by the Committee. A Participant for whom such an account is established shall have no rights, other than those of a general creditor of the Company. Such an account shall represent an unfunded and unsecured obligation of the Company and shall be subject to the terms and conditions of the applicable agreement between such Participant and the Company. If the deferral or conversion of Awards is permitted or required, the Committee (in its sole discretion) may establish rules, procedures, and forms pertaining to such Awards, including (without limitation) the settlement of deferred compensation accounts established under this Section 13.

SECTION 14. AWARDS UNDER OTHER PLANS.

The Company may grant awards under other plans or programs. Such awards may be settled in the form of Shares issued under the Plan. Such Shares shall be treated for all purposes under the Plan like Shares issued in settlement of Share Units and shall, when issued, reduce the number of Shares available under Section 5.

SECTION 15. PAYMENT OF DIRECTOR'S FEES IN SECURITIES.

(a) *Effective Date.* No provision of this Section 15 shall be effective, unless and until the Board has determined to implement such provision.

(b) *Elections to Receive NSOs, SARs, Restricted Shares, or Share Units.* Subject to compliance with any applicable laws, rules or regulations, an Outside Director may elect to receive his or her annual retainer payments and/or meeting fees from the Company in the form of cash, NSOs, SARs, Restricted Shares, Share Units, or a combination thereof, as determined by the Board. Alternatively, the Board may mandate payment in any of such alternative forms. Such NSOs, SARs, Restricted Shares, and Share Units shall be issued under the Plan. An election under this Section 15 shall be filed with the Company on the prescribed form.

(c) *Number and Terms of NSOs, SARs, Restricted Shares, or Share Units.* The number of NSOs, SARs, Restricted Shares, or Share Units to be granted to Outside Directors in lieu of annual retainers and meeting fees that would otherwise be paid in cash shall be calculated in a manner determined by the Board. The terms of such NSOs, SARs, Restricted Shares, or Sh Units shall also be determined by the Board.

SECTION 16. LEGAL AND REGULATORY REQUIREMENTS.

Shares shall not be issued under the Plan, unless the issuance and delivery of such Shares complies with (or is exempt from) all applicable requirements of law, including (without limitation) the Securities Act, state securities laws and regulations, all applicable foreign securities laws and regulations and the regulations of any stock exchange on which the Company's securities may then be listed, and the Company has obtained the approval or favorable ruling from any governmental agency which the Company determines is necessary or advisable. The Company shall not be liable to a Participant or other persons as to: (a) the non-issuance or sale of Shares as to which the Company has not obtained from any regulatory body having jurisdiction the authority deemed by the Company's counsel to be necessary to the lawful issuance and sale of any Shares under the Plan; and (b) any tax consequences expected, but not realized, by any Participant or other person due to the receipt, exercise, or settlement of any Award granted under the Plan.

SECTION 17. TAXES.

(a) *Withholding Taxes.* To the extent required by applicable federal, state, local, or foreign law, a Participant or his or her successor shall make arrangements satisfactory to the Company for the satisfaction of any withholding tax obligations that arise in connection with the Plan. The Company shall not be required to issue any Shares or make any cash payment under the Plan, until such obligations are satisfied.

(b) *Share Withholding.* The Committee may permit a Participant to satisfy all or part of his or her withholding or income tax obligations by having the Company withhold all or a portion of any Shares that otherwise would be issued to him or her or by surrendering all or a portion of any Shares that he or she previously acquired. Such Shares shall be valued at their Fair Market Value on the date when taxes otherwise would be withheld. In no event may a Participant have Shares withheld that would otherwise be issued to him or her in excess of the number necessary to satisfy the maximum legally required tax withholding.

(c) *Section 409A.* Each Award that provides for "nonqualified deferred compensation" within the meaning of Section 409A shall be subject to such additional rules and requirements, as specified by the Committee from time to time in order to comply with Section 409A. If any amount under such an Award is payable upon a "separation from service" (within the meaning of Section 409A) to a Participant who is then considered a "specified employee" (within the meaning of Section 409A), then no such payment shall be made prior to the date that is the earlier of (i) six (6) months and one day after the Participant's separation from service or (ii) the Participant's death, but only to the extent such delay is necessary to prevent such payment from being subject to interest, penalties, and/or additional tax imposed pursuant to Section 409A. In addition, the settlement of any such Award may not be accelerated, except to the extent permitted by Section 409A.

SECTION 18. TRANSFERABILITY.

Unless the agreement evidencing an Award (or an amendment thereto authorized by the Committee) expressly provides otherwise, no Award granted under the Plan, nor any interest in such Award, may be sold, assigned, conveyed, gifted, pledged, hypothecated, or otherwise transferred in any manner (prior to the vesting and lapse of any and all restrictions applicable to Shares issued under such Award), other than by will or the laws of descent and distribution; provided, however, that an ISO may be transferred or assigned only to the extent consistent with Section 422 of the Code. Any purported assignment, transfer, or encumbrance in violation of this Section 18 shall be void and unenforceable against the Company.

SECTION 19. PERFORMANCE BASED AWARDS.

The number of Shares or other benefits granted, issued, retained, and/or vested under an Award may be made subject to the attainment of performance goals. The Committee may utilize any performance criteria selected by it in its sole discretion to establish performance goals.

SECTION 20. RECOUPMENT.

In the event that the Company is required to prepare restated financial results owing to an executive officer's intentional misconduct or grossly negligent conduct, the Board (or a designated committee) shall have the authority, to the extent permitted by applicable law, to require reimbursement or forfeiture to the Company of the amount of bonus or incentive compensation (whether cash-based or equity-based) such executive officer received during the three (3) fiscal years preceding the year the restatement is determined to be required, to the extent that such bonus or incentive compensation exceeds what the officer would have received based on an applicable restated performance measure or target. The Company will recoup incentive-based compensation from executive officers to the extent required under the Dodd-Frank Wall Street Reform and Consumer Protection Act and any rules, regulations, and listing standards that may be issued under that act. Any right of recoupment under this provision will be in addition to, and not in lieu of, any other rights of recoupment that may be available to the Company.

SECTION 21. NO EMPLOYMENT RIGHTS.

No provision of the Plan, nor any Award granted under the Plan, shall be construed to give any person any right to become, to be treated as, or to remain an Employee or Consultant. The Company and its Subsidiaries reserve the right to terminate any person's Service at any time and for any reason, with or without notice.

SECTION 22. DURATION AND AMENDMENTS.

(a) *Term of the Plan.* The Plan, as set forth herein, shall come into existence on the date of its adoption by the Board; provided, however, that no Award may be granted hereunder prior to the Effective Date. The Board may suspend or terminate the Plan at any time. No ISOs may be granted after the tenth (10th) anniversary of the earlier of (i) the date the Plan is adopted by the Board or (ii) the date the Plan is approved the shareholders of the Company.

(b) *Right to Amend the Plan.* The Board may amend the Plan at any time and from time to time. Rights and obligations under any Award granted before amendment of the Plan shall not be materially impaired by such amendment, except with consent of the Participant. An amendment of the Plan shall be subject to the approval of the Company's shareholders only to the extent required by applicable laws, regulations, or rules.

(c) *Effect of Termination.* No Awards shall be granted under the Plan after the termination thereof. The termination of the Plan shall not affect Awards previously granted under the Plan.

SECTION 23. AWARDS TO NON-U.S. PARTICIPANTS.

Awards may be granted to Participants who are non-United States nationals or employed or providing services outside the United States, or both, on such terms and conditions different from those applicable to Awards to Participants who are employed or providing services in the United States as may, in the judgment of the Committee, be necessary or desirable to recognize differences in local law, tax policy, or custom. The Committee also may impose conditions on the exercise, vesting, or settlement of Awards in order to minimize the Company's obligation with respect to tax equalization for Participants on assignments outside their home country.

SECTION 24. GOVERNING LAW.

The Plan and each Award Agreement shall be governed by the laws of New South Wales, Australia, without application of the conflicts of law principles thereof.

SECTION 25. SUCCESSORS AND ASSIGNS.

The terms of the Plan shall be binding upon and inure to the benefit of the Company and any successor entity, including any successor entity contemplated by Section 12(c).

SECTION 26. EXECUTION.

To record the adoption of the Plan by the Board, the Company has caused its authorized officer to execute the same.

CENNTRO ELECTRIC GROUP LIMITED

By: /s/ Peter Z. Wang
Name: Peter Z. Wang
Title: Chief Executive Officer

CENNTRO ELECTRIC GROUP LIMITED
2022 STOCK INCENTIVE PLAN
NOTICE OF STOCK OPTION GRANT

You have been granted the following Option (this "**Option**" or this "**Award**") to purchase fully paid ordinary shares ("**Shares**") of Cenntro Electric Group Limited (ACN 619 054 938) (the "**Company**") under the Cenntro Electric Group Limited 2022 Stock Incentive Plan (as may be amended from time to time, the "**Plan**"):

Name of Optionee:	[Name of Optionee]
Grant Date:	[Date of Grant]
Total Number of Shares Subject to Option:	[Total Shares]
Type of Option:	☐ Incentive Stock Option ☐ Nonstatutory Stock Option
Exercise Price Per Share:	$[Exercise Price]
Vesting Commencement Date:	[Vesting Commencement Date]
Vesting Schedule:	[This Option becomes exercisable when you complete [●] months of continuous Service as an Employee or a Consultant from the Vesting Commencement Date. *Actual vesting schedule to be inserted.*]
Expiration Date:	[Expiration Date] This Option expires earlier if your Service terminates earlier, as described in the Stock Option Agreement.

By your written signature below (or your electronic acceptance) and the signature of the Company's representative below, you and the Company agree that this Option is granted under and governed by the terms and conditions of the Plan and the Stock Option Agreement (this "Agreement"), both of which are attached to and made a part of this document.

By your written signature below (or your electronic acceptance), you further agree that the Company may deliver by e-mail all documents relating to the Plan or this Agreement (including without limitation, prospectuses required by the Securities and Exchange Commission) and all other documents that the Company is required to deliver to its security holders (including, without limitation, annual reports and proxy statements). You also agree that (a) the Company may deliver these documents by posting them on a website maintained by the Company or by a third party under contract with the Company and (b) you are person to whom the Company can make an offer without preparing a disclosure document which complies with the requirements of the Australian *Corporations Act 2001* (Cth) ("Corporations Act") because you fall within an exception in section 708 or Section 761G(7) of the Corporations Act in respect of the offer of Options to you. If the Company posts these documents on a website, it will notify you by e-mail. Should you electronically accept this Agreement, you agree to the following: "This electronic contract contains my electronic signature, which I have executed with the intent to sign this Agreement."

OPTIONEE

_____
Optionee's Signature

_____
Optionee's Printed Name

CENNTRO ELECTRIC GROUP LIMITED

By: _____

Name: _____

Title: _____

The Plan and Other Agreements

The Option that you are receiving is granted pursuant and subject in all respects to the applicable provisions of the Plan, which is incorporated herein by reference. Capitalized terms not defined in this Agreement will have the meanings ascribed to them in the Plan.

The attached Notice, this Agreement, and the Plan constitute the entire understanding between you and the Company regarding this Award. Any prior agreements, commitments, or negotiations concerning this Option are superseded. This Agreement may be amended by the Committee without your consent; however, if any such amendment would materially impair your rights or obligations under this Agreement, this Agreement may be amended only by another written agreement, signed by you and the Company.

Tax Treatment

This Option is intended to be an incentive stock option under Section 422 of the Code or a nonstatutory option, as provided in the Notice of Stock Option Grant. Even if this Option is designated as an incentive stock option, it will be deemed to be a nonstatutory option to the extent required by the $100,000 annual limitation under Section 422(d) of the Code.

Vesting

This Option becomes exercisable in installments, as shown in the Notice of Stock Option Grant. This Option will in no event become exercisable for additional Shares after your Service as an Employee or a Consultant has terminated for any reason.

Term

This Option expires in any event at the close of business at Company headquarters on the day before the tenth (10th) anniversary of the Grant Date, as shown on the Notice of Stock Option Grant (fifth (5th) anniversary for a more than ten percent (10%) shareholder, as provided under the Plan if this is an incentive stock option). This Option may expire earlier if your Service terminates, as described below.

Regular Termination

If your Service terminates for any reason, except due to your death or Disability, then this Option will expire at the close of business at Company headquarters on the date three (3) months after the date your Service terminates (or, if earlier, the Expiration Date). The Company determines when your Service terminates for this purpose and all purposes under the Plan and its determinations are conclusive and binding on all persons.

Death	If your Service terminates because of your death, then this Option will expire at the close of business at Company headquarters on the date twelve (12) months after the date your Service terminates (or, if earlier, the Expiration Date). During that period of up to twelve (12) months, your estate or heirs may exercise this Option.
Disability	If your Service terminates because of your Disability, then this Option will expire at the close of business at Company headquarters on the date twelve (12) months after the date your Service terminates (or, if earlier, the Expiration Date).
Leaves of Absence	For purposes of this Option, your Service does not terminate when you go on a military leave, a sick leave, or another *bona fide* leave of absence, if the leave of absence was approved by the Company in writing and if continued crediting of Service is required by the terms of the leave or by applicable law. But your Service terminates when the approved leave ends, unless you immediately return to active work. If you go on a leave of absence, then, subject to applicable laws, the vesting schedule specified in the Notice of Stock Option Grant may be adjusted in accordance with the Company's leave of absence policy or the terms of your leave. If you commence working on a part-time basis, then the vesting schedule specified in the Notice of Stock Option Grant may be adjusted in accordance with the Company's part-time work policy or the terms of an agreement between you and the Company pertaining to your part-time schedule.
Restrictions on Exercise	The Company will not permit you to exercise this Option if the issuance of Shares at that time would violate any law or regulation. The inability of the Company to obtain approval from any regulatory body having authority deemed by the Company to be necessary to the lawful issuance and sale of the Shares pursuant to this Option will relieve the Company of any liability with respect to the non-issuance or sale of the Shares as to which such approval will not have been obtained.
Notice of Exercise	When you wish to exercise this Option, you must provide a written or electronic notice of exercise form (substantially in the form attached to this Agreement as Exhibit A) in accordance with such procedures as are established by the Company and communicated to you from time to time. Any notice of exercise must specify how many Shares you wish to purchase and how your Shares should be registered. The notice of exercise will be effective when it is received by the Company. If someone else wants to exercise this Option after your death, that person must prove to the Company's satisfaction that he or she is entitled to do so.

Form of Payment

When you submit your notice of exercise, you must include payment of the Option exercise price for the Shares you are purchasing. Payment may be made in the following form(s):

- Your personal check, a cashier's check, a money order, or a wire transfer.

- Certificates for Shares that you own, along with any forms needed to effect a transfer of those Shares to the Company. The value of the Shares, determined as of the effective date of the Option exercise, will be applied to the Option exercise price. Instead of surrendering Shares, you may attest to the ownership of those Shares on a form provided by the Company and have the same number of Shares subtracted from the Shares issued to you upon exercise of this Option. However, you may not surrender or attest to the ownership of Shares in payment of the exercise price if your action would cause the Company to recognize a compensation expense (or additional compensation expense) with respect to this Option for financial reporting purposes.

- By delivery on a form approved by the Company of an irrevocable direction to a securities broker approved by the Company to sell all or part of the Shares that are issued to you when you exercise this Option and to deliver to the Company from the sale proceeds an amount sufficient to pay the Option exercise price and any withholding taxes. The balance of the sale proceeds, if any, will be delivered to you. The directions must be given by providing a notice of exercise form approved by the Company.

- By delivery on a form approved by the Company of an irrevocable direction to a securities broker or lender approved by the Company to pledge Shares that are issued to you when you exercise this Option as security for a loan and to deliver to the Company from the loan proceeds an amount sufficient to pay the Option exercise price and any withholding taxes. The directions must be given by providing a notice of exercise form approved by the Company.

- If permitted by the Committee, by a "**net exercise**" arrangement, pursuant to which the number of Shares issuable upon exercise of the Option will be reduced by the largest whole number of Shares having an aggregate Fair Market Value that does not exceed the aggregate exercise price (plus tax withholdings, if applicable) and any remaining balance of the aggregate exercise price (and/or applicable tax withholdings) not satisfied by such reduction in the number of whole Shares to be issued will be paid by you in cash or any other form of payment permitted under this Option. The directions must be given by providing a notice of exercise form approved by the Company.

- Any other form permitted by the Committee in its sole discretion.

Notwithstanding the foregoing, payment may not be made in any form that is unlawful, as determined by the Committee in its sole discretion.

Withholding Taxes and Share Withholding

Regardless of any action the Company and/or the Subsidiary or Affiliate employing you ("**Employer**") takes with respect to any or all income tax, social insurance, payroll tax, payment on account, or other tax-related withholding ("**Tax-Related Items**"), you acknowledge that the ultimate liability for all Tax-Related Items legally due by you is and remains your responsibility and that the Company and/or your Employer (1) make no representation or undertaking regarding the treatment of any Tax-Related Items in connection with any aspect of this Option grant, including the grant, vesting, or exercise of this Option, the subsequent sale of Shares acquired pursuant to such exercise and the receipt of any dividends; and (2) do not commit to structure the terms of the grant or any aspect of this Option to reduce or eliminate your liability for Tax-Related Items.

Prior to exercise of this Option, you will pay or make adequate arrangements satisfactory to the Company and/or your Employer to satisfy all withholding and payment on account of obligations of the Company and/or your Employer. In this regard, you authorize the Company and/or your Employer to withhold all applicable Tax-Related Items legally payable by you from your wages or other cash compensation paid to you by the Company and/or your Employer. With the Company's consent, these arrangements may also include, if permissible under local law, (a) withholding Shares that otherwise would be issued to you when you exercise this Option; provided that the Company only withholds the amount of Shares necessary to satisfy the maximum legally required tax withholding, (b) having the Company withhold taxes from the proceeds of the sale of the Shares, either through a voluntary sale or through a mandatory sale arranged by the Company (on your behalf pursuant to this authorization), or (c) any other arrangement approved by the Committee. The Fair Market Value of the Shares, determined as of the effective date of the Option exercise, will be applied as a credit against the withholding taxes. Finally, you will pay to the Company or your Employer any amount of Tax-Related Items that the Company or your Employer may be required to withhold as a result of your participation in the Plan or your purchase of Shares that cannot be satisfied by the means previously described. The Company may refuse to honor the exercise and refuse to deliver the Shares if you fail to comply with your obligations in connection with the Tax-Related Items as described in this section.

Restrictions on Resale

You agree not to sell any Shares at a time when applicable laws, Company policies, or an agreement between the Company and its underwriters prohibit a sale. This restriction will apply as long as your Service continues and for such period of time after the termination of your Service as the Company may specify.

Transfer of Option

In general, only you can exercise this Option prior to your death. You may not sell, transfer, assign, pledge, or otherwise dispose of this Option, other than as designated by you, by will, or by the laws of descent and distribution, except as provided below. For instance, you may not use this Option as security for a loan. If you attempt to do any of these things, this Option will immediately become invalid. You may in any event dispose of this Option in your will. Regardless of any marital property settlement agreement, the Company is not obligated to honor a notice of exercise from your former spouse, nor is the Company obligated to recognize your former spouse's interest in this Option in any other way.

However, if this Option is designated as a nonstatutory stock option in the Notice of Stock Option Grant, then the Committee may, in its sole discretion and subject to applicable laws, allow you to transfer this Option as a gift to one or more family members. For purposes of this Agreement, "**family member**" means a child, stepchild, grandchild, parent, stepparent, grandparent, spouse, former spouse, sibling, niece, nephew, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law (including adoptive relationships), any individual sharing your household (other than a tenant or employee), a trust in which one or more of these individuals have more than fifty percent (50%) of the beneficial interest, a foundation in which you or one or more of these persons control the management of assets, and any entity in which you or one or more of these persons own more than fifty percent (50%) of the voting interest.

In addition, if this Option is designated as a nonstatutory stock option in the Notice of Stock Option Grant, then the Committee may, in its sole discretion and subject to applicable laws, allow you to transfer this Option to your spouse or former spouse pursuant to a domestic relations order in settlement of marital property rights.

The Committee will allow you to transfer this Option only if both you and the transferee(s) execute the forms prescribed by the Committee, which include the consent of the transferee(s) to be bound by this Agreement.

Retention Rights	Neither this Option nor this Agreement gives you the right to be employed or retained by the Company or any Subsidiary or Affiliate of the Company in any capacity. The Company and its Subsidiaries and Affiliates reserve the right to terminate your Service at any time, with or without cause.
Shareholder Rights	This Option carries neither voting rights nor rights to dividends. You, and your estate and heirs, have no rights as a shareholder of the Company, unless and until you have exercised this Option by giving the required notice to the Company and paying the exercise price. No adjustments will be made for dividends or other rights if the applicable record date occurs before you exercise this Option, except as described in the Plan.
Adjustments	The number of Shares covered by this Option and the exercise price per Share will, subject to applicable laws, be subject to adjustment in the event of a share split, a share dividend, or a similar change in Shares, and in other circumstances, as set forth in the Plan. The forfeiture provisions and restrictions described above will apply to all new, substitute, or additional stock options or securities to which you are entitled by reason of this Award.
Successors and Assigns	Except as otherwise provided in the Plan or this Agreement, every term of this Agreement will be binding upon and inure to the benefit of the parties hereto and their respective heirs, legatees, legal representatives, successors, transferees, and assigns.
Notice	Any notice required or permitted under this Agreement will be given in writing and will be deemed effectively given upon the earliest of personal delivery, receipt, or the third (3rd) full day following mailing with postage and fees prepaid, addressed to the other party hereto at the address last known in the Company's records or at such other address as such party may designate by ten (10) days' advance written notice to the other party hereto.
Section 409A of the Code	To the extent this Agreement is subject to, and not exempt from, Section 409A of the Code, this Agreement is intended to comply with Section 409A, and its provisions will be interpreted in a manner consistent with such intent. You acknowledge and agree that changes may be made to this Agreement to avoid adverse tax consequences to you under Section 409A.

Applicable Law and Choice of Venue

This Agreement will be interpreted and enforced under the laws of New South Wales, Australia, without application of the conflicts of law principles thereof.

For purposes of litigating any dispute that arises directly or indirectly from the relationship of the parties evidenced by this Award or this Agreement, the parties hereby submit to and consent to the non-exclusive jurisdiction of New South Wales, Australia and agree that any such litigation may be conducted in the courts of New South Wales, Australia.

Miscellaneous

You understand and acknowledge that (1) the Plan is entirely discretionary, (2) the Company and your Employer have reserved the right to amend, suspend, or terminate the Plan at any time, (3) the grant of this Option does not in any way create any contractual or other right to receive additional grants of options (or benefits in lieu of options) at any time or in any amount, and (4) all determinations with respect to any additional grants, including (without limitation) the times when options will be granted, the number of Shares subject to awards, the exercise price, and the vesting schedule, will be at the sole discretion of the Company.

The value of this Option will be an extraordinary item of compensation outside the scope of your employment contract, if any, and will not be considered a part of your normal or expected compensation for purposes of calculating severance, resignation, redundancy, or end-of-service payments, bonuses, long-service awards, pension or retirement benefits, or similar payments.

You understand and acknowledge that participation in the Plan ceases upon termination of your Service for any reason, except as may explicitly be provided otherwise in the Plan or this Agreement.

You hereby authorize and direct your Employer to disclose to the Company or any Subsidiary or Affiliate any information regarding your employment, the nature and amount of your compensation, and the fact and conditions of your participation in the Plan, as your Employer deems necessary or appropriate to facilitate the administration of the Plan.

You consent to the collection, use, and transfer of personal data as described in this subsection. You understand and acknowledge that the Company, your Employer, and the Company's other Subsidiaries and Affiliates hold certain personal information regarding you for the purpose of managing and administering the Plan, including (without limitation) your name, home address, telephone number, date of birth, social insurance or other government identification number, salary, nationality, job title, any Shares or directorships held in the Company and details of all options or any other entitlements to Shares awarded, canceled, exercised, vested, unvested, or outstanding in your favor (the "**Data**"). You further understand and acknowledge that the Company, its Subsidiaries, and/or its Affiliates will transfer Data among themselves as necessary for the purpose of implementation, administration, and management of your participation in the Plan and that the Company, its Subsidiaries, and/or its Affiliates may each further transfer Data to any third party assisting the Company in the implementation, administration, and management of the Plan. You understand and acknowledge that the recipients of Data may be located in the United States or elsewhere, and that the laws of a recipient's country of operation (e.g., the United States) may not have equivalent privacy protections as local laws where you reside or work. You authorize such recipients to receive, possess, use, retain and transfer Data, in electronic or other form, for the purpose of administering your participation in the Plan, including a transfer to any broker or other third party with whom you elect to deposit Shares acquired under the Plan of such Data as may be required for the administration of the Plan and/or the subsequent holding of Shares on your behalf. You may, at any time, view the Data, require any necessary modifications of Data, make inquiries about the treatment of Data, or withdraw the consents set forth in this subsection by contacting the Human Resources Department of the Company in writing.

BY SIGNING THE COVER SHEET OF THIS AGREEMENT, YOU AGREE TO ALL OF THE TERMS AND CONDITIONS DESCRIBED ABOVE AND IN THE PLAN.

EXHIBIT A

CENNTRO ELECTRIC GROUP LIMITED
2022 STOCK INCENTIVE PLAN
NOTICE OF EXERCISE OF STOCK OPTION

OPTIONEE INFORMATION:

Name: _____

Social Security Number: _____

Employee Number: _____

Address: _____

_____

OPTION INFORMATION:

Grant Date: _____

Exercise Price per Share: $ _____

Total Number of Shares of Cenntro Electric Group Limited (the "**Company**") Covered by Option: _____

Type of Stock Option:
☐ Nonstatutory (NSO)
☐ Incentive (ISO)

Number of Shares of the Company for which Option is Being Exercised Now: _____ ("**Purchased Shares**")

Total Exercise Price for the Purchased Shares: $ _____

Form of Payment:
☐ Cash or Check for $ _____ payable to "Cenntro Electric Group Limited"
☐ Cashless exercise
☐ Net exercise

Name(s) in which the Purchased Shares should be Registered: _____

The Certificate for the Purchased Shares (if any) should be sent to the Following Address: _____

ACKNOWLEDGMENTS:

1. I understand that all sales of Purchased Shares are subject to compliance with the Company's policy on securities trades.

2. I hereby acknowledge that I received and read a copy of the prospectus describing the Cenntro Electric Group Limited 2022 Stock Incentive Plan and the tax consequences of an exercise.

3. In the case of a nonstatutory option, I understand that I must recognize ordinary income equal to the spread between the fair market value of the Purchased Shares on the date of exercise and the exercise price. I further understand that I am required to pay withholding taxes at the time of exercising a nonstatutory option.

4. In the case of an incentive stock option, I agree to notify the Company if I dispose of the Purchased Shares before I have met both of the tax holding periods applicable to incentive stock options (that is, if I dispose of the Purchased Shares prior to the date that is two (2) years after the Grant Date and one (1) year after the date the option was exercised).

SIGNATURE AND DATE:

_____ , 20

CENNTRO ELECTRIC GROUP LIMITED
2022 STOCK INCENTIVE PLAN
NOTICE OF CASH-SETTLED STOCK OPTION GRANT
FOR CHINA PARTICIPANTS

You have been granted the following Cash-Settled Option (this "**Option**" or this "**Award**") covering fully paid ordinary shares ("**Shares**") of Cenntro Electric Group Limited (ACN 619 054 938) (the "**Company**") under the Cenntro Electric Group Limited 2022 Stock Incentive Plan (as may be amended from time to time, the "**Plan**"):

Name of Optionee:	[Name of Optionee]
Grant Date:	[Date of Grant]
Total Number of Shares Subject to Option:	[Total Shares]
Type of Option:	☐ Nonstatutory Stock Option
Exercise Price Per Share:	$[Exercise Price]
Vesting Commencement Date:	[Vesting Commencement Date]
Vesting Schedule:	[This Option becomes exercisable when you complete [●] months of continuous Service as an Employee or a Consultant from the Vesting Commencement Date. *Actual vesting schedule to be inserted.*]
Expiration Date:	[Expiration Date] This Option expires earlier if your Service terminates earlier, as described in the Cash-Settled Stock Option Agreement for China Participants.

By your written signature below (or your electronic acceptance) and the signature of the Company's representative below, you and the Company agree that this Option is granted under and governed by the terms and conditions of the Plan and the Cash-Settled Stock Option Agreement for China Participants (this "Agreement"), both of which are attached to and made a part of this document.

By your written signature below (or your electronic acceptance), you further agree that the Company may deliver by e-mail all documents relating to the Plan or this Agreement (including, without limitation, prospectuses required by the Securities and Exchange Commission) and all other documents that the Company is required to deliver to its security holders (including, without limitation, annual reports and proxy statements). You also agree that the Company may deliver these documents by posting them on a website maintained by the Company or by a third party under contract with the Company. If the Company posts these documents on a website, it will notify you by e-mail. Should you electronically accept this Agreement, you agree to the following: "This electronic contract contains my electronic signature, which I have executed with the intent to sign this Agreement."

OPTIONEE

_____
Optionee's Signature

_____
Optionee's Printed Name

CENNTRO ELECTRIC GROUP LIMITED

By: _____

Name: _____

Title: _____

CENNTRO ELECTRIC GROUP LIMITED
2022 STOCK INCENTIVE PLAN
CASH-SETTLED STOCK OPTION AGREEMENT
FOR CHINA PARTICIPANTS

The Plan and Other Agreements	The Option that you are receiving is granted pursuant and subject in all respects to the applicable provisions of the Plan, which is incorporated herein by reference. Capitalized terms not defined in this Agreement will have the meanings ascribed to them in the Plan. The attached Notice of Cash-Settled Stock Option Grant for China Participants (the "**Grant Notice**"), this Agreement, and the Plan constitute the entire understanding between you and the Company regarding this Option. Any prior agreements, commitments, or negotiations concerning this Option are superseded. This Agreement may be amended by the Committee without your consent; however, if any such amendment would materially impair your rights or obligations under this Agreement, this Agreement may be amended only by another written agreement, signed by you and the Company.
Tax Treatment	This Option is intended to be a nonstatutory option that is not intended to qualify as an incentive stock option under Section 422 of the Code, as provided in the Grant Notice.
Vesting	This Option becomes exercisable in installments, as shown in the Grant Notice. This Option will in no event become exercisable with respect to additional Shares after your Service as an Employee or a Consultant has terminated for any reason.
Term	This Option expires in any event at the close of business at Company headquarters on the day before the tenth (10th) anniversary of the Grant Date, as shown on the Grant Notice. This Option may expire earlier if your Service terminates, as described below.
Regular Termination	If your Service terminates for any reason, except due to your death or Disability, then this Option will expire at the close of business at Company headquarters on the date three (3) months after the date your Service terminates (or, if earlier, the Expiration Date). The Company determines when your Service terminates for this purpose and all purposes under the Plan and its determinations are conclusive and binding on all persons.
Death	If your Service terminates because of your death, then this Option will expire at the close of business at Company headquarters on the date twelve (12) months after the date your Service terminates (or, if earlier, the Expiration Date). During that period of up to twelve (12) months, your estate or heirs may exercise this Option.

Disability If your Service terminates because of your Disability, then this Option will expire at the close of business at Company headquarters on the date twelve (12) months after the date your Service terminates (or, if earlier, the Expiration Date).

Leaves of Absence For purposes of this Option, your Service does not terminate when you go on a military leave, a sick leave, or another *bona fide* leave of absence, if the leave of absence was approved by the Company in writing and if continued crediting of Service is required by the terms of the leave or by applicable law. But your Service terminates when the approved leave ends, unless you immediately return to active work.

If you go on a leave of absence, then, subject to applicable laws, the vesting schedule specified in the Grant Notice may be adjusted in accordance with the Company's leave of absence policy or the terms of your leave. If you commence working on a part-time basis, then the vesting schedule specified in the Grant Notice may be adjusted in accordance with the Company's part-time work policy or the terms of an agreement between you and the Company pertaining to your part-time schedule.

Restrictions on Exercise The Company will not permit you to exercise this Option if the payment of cash for each exercised Share at that time would violate any law or regulation. The inability of the Company to obtain approval from any regulatory body having authority deemed by the Company to be necessary to permit the lawful payment of cash for each exercised Share pursuant to this Option will relieve the Company of any liability with respect to the non-payment of the cash as to which such approval will not have been obtained.

Notice of Exercise When you wish to exercise this Option, you must provide a written or electronic notice of exercise form (substantially in the form attached to this Agreement as Exhibit A) in accordance with such procedures as are established by the Company and communicated to you from time to time. Any notice of exercise must specify how many Shares you wish to exercise. The notice of exercise will be effective when it is received by the Company. If someone else wants to exercise this Option after your death, that person must prove to the Company's satisfaction that he or she is entitled to do so.

Form of Payment

When you submit your notice of exercise, you must include payment of the Option exercise price for the Shares you are exercising, which shall in all events be made by a "**net exercise**" arrangement pursuant to which the number of Shares settleable in cash upon exercise of the Option will be reduced by the largest whole number of Shares having an aggregate Fair Market Value that does not exceed the aggregate exercise price (plus tax withholdings, if applicable) and any remaining balance of the aggregate exercise price (and/or applicable tax withholdings) not satisfied by such reduction in the number of whole Shares to be settled in cash will be paid by you in cash or any other form of payment permitted by the Committee in its sole discretion. Notwithstanding the foregoing, payment may not be made in any form that is unlawful, as determined by the Committee in its sole discretion.

Payment upon Exercise

Upon exercise of all or a specified portion of your vested Option, you (or such other person entitled to exercise the Option pursuant to this Agreement and the Plan) shall be entitled to receive from the Company an amount in cash for each exercised Share equal to the excess of the Fair Market Value of one Share on the date of exercise over the Exercise Price per Share of the Option, less applicable tax withholdings.

Withholding Taxes and Share Withholding

Regardless of any action the Company and/or the Subsidiary or Affiliate employing you ("**Employer**") takes with respect to any or all income tax, social insurance, payroll tax, payment on account, or other tax-related withholding ("**Tax-Related Items**"), you acknowledge that the ultimate liability for all Tax-Related Items legally due by you is and remains your responsibility and that the Company and/or your Employer (1) make no representation or undertaking regarding the treatment of any Tax-Related Items in connection with any aspect of this Option grant, including the grant, vesting, or exercise of this Option; and (2) do not commit to structure the terms of the grant or any aspect of this Option to reduce or eliminate your liability for Tax-Related Items.

You acknowledge and agree that the Company and/or your Employer may be required by the laws, regulations, or rules in China, effective or amended from time to time, to be responsible for the tax-related withholding in connection with the grant or exercise of this Option, or any income generated therefrom. You hereby agree and authorize the Company and/or your Employer to disclose, report, or register the grant and exercise of this Option with any governmental authorities in China and deduct any amount from any payment to you in order to satisfy all withholding and payment on account of obligations that the Company believes so required.

In case that the Company determines that you shall be responsible for your own taxes incurred under this Award, you shall undertake to the Company and/or your Employer to timely file and pay any such taxes as soon as applicable and in any event within the period of time required by the applicable laws, regulations, and rules then effective. You shall indemnify the Company and/or your Employer for any failure to withhold claims brought by any applicable governmental authority due to your failure or delay of the payment of any taxes. The Company may refuse to honor the exercise and refuse to deliver cash if you fail to comply with your obligations in connection with the Tax-Related Items, as described in this section.

Transfer of Option

In general, only you can exercise this Option prior to your death. You may not sell, transfer, assign, pledge, or otherwise dispose of this Option, other than as designated by you, by will, or by the laws of descent and distribution, except as provided below. For instance, you may not use this Option as security for a loan. If you attempt to do any of these things, this Option will immediately become invalid. You may in any event dispose of this Option in your will. Regardless of any marital property settlement agreement, the Company is not obligated to honor a notice of exercise from your former spouse, nor is the Company obligated to recognize your former spouse's interest in this Option in any other way.

However, the Committee may, in its sole discretion and subject to applicable law, allow you to transfer this Option as a gift to one or more family members. For purposes of this Agreement, "**family member**" means a child, stepchild, grandchild, parent, stepparent, grandparent, spouse, former spouse, sibling, niece, nephew, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law (including adoptive relationships), any individual sharing your household (other than a tenant or employee), a trust in which one or more of these individuals have more than fifty percent (50%) of the beneficial interest, a foundation in which you or one or more of these persons control the management of assets, and any entity in which you or one or more of these persons own more than fifty percent (50%) of the voting interest.

In addition, the Committee may, in its sole discretion and subject to applicable law, allow you to transfer this Option to your spouse or former spouse pursuant to a domestic relations order in settlement of marital property rights.

The Committee will allow you to transfer this Option only if both you and the transferee(s) execute the forms prescribed by the Committee, which include the consent of the transferee(s) to be bound by this Agreement.

Retention Rights

Neither this Option nor this Agreement gives you the right to be employed or retained by the Company or any Subsidiary or Affiliate of the Company in any capacity. The Company and its Subsidiaries and Affiliates reserve the right to terminate your Service at any time, with or without cause.

Shareholder Rights	The Shares the subject of this Option represent only the Company's unfunded and unsecured promise to deliver cash on a future date under specified conditions. As a holder of this Option, you have no rights, other than the rights of a general creditor of the Company. Your Option carries neither voting rights nor rights to dividends. You have no rights as a shareholder of the Company.
Adjustments	The number of Shares covered by this Option and the exercise price per Share will, subject to applicable law, be subject to adjustment in the event of a share split, a share dividend, or a similar change in Company Shares, and in other circumstances, as set forth in the Plan. The forfeiture provisions and restrictions described above will apply to all new, substitute, or additional stock options or securities to which you are entitled by reason of this Award.
Successors and Assigns	Except as otherwise provided in the Plan or this Agreement, every term of this Agreement will be binding upon and inure to the benefit of the parties hereto and their respective heirs, legatees, legal representatives, successors, transferees, and assigns.
Notice	Any notice required or permitted under this Agreement will be given in writing and will be deemed effectively given upon the earliest of personal delivery, receipt, or the third (3rd) full day following mailing with postage and fees prepaid, addressed to the other party hereto at the address last known in the Company's records or at such other address as such party may designate by ten (10) days' advance written notice to the other party hereto.
Section 409A of the Code	To the extent this Agreement is subject to, and not exempt from, Section 409A of the Code, this Agreement is intended to comply with Section 409A, and its provisions will be interpreted in a manner consistent with such intent. You acknowledge and agree that changes may be made to this Agreement to avoid adverse tax consequences to you under Section 409A.
Applicable Law and Choice of Venue	This Agreement will be interpreted and enforced under the laws of New South Wales, Australia, without application of the conflicts of law principles thereof. For purposes of litigating any dispute that arises directly or indirectly from the relationship of the parties evidenced by this Award or this Agreement, the parties hereby submit to and consent to the non-exclusive jurisdiction of New South Wales, Australia and agree that any such litigation may be conducted in the courts of New South Wales, Australia.

Miscellaneous

You understand and acknowledge that (1) the Plan is entirely discretionary, (2) the Company and your Employer have reserved the right to amend, suspend, or terminate the Plan at any time, (3) the grant of this Option does not in any way create any contractual or other right to receive additional grants of options (or benefits in lieu of options) at any time or in any amount, and (4) all determinations with respect to any additional grants, including (without limitation) the times when options will be granted, the number of Shares subject to awards, the exercise price, and the vesting schedule, will be at the sole discretion of the Company.

The value of this Option will be an extraordinary item of compensation outside the scope of your employment contract, if any, and will not be considered a part of your normal or expected compensation for purposes of calculating severance, resignation, redundancy, or end-of-service payments, bonuses, long-service awards, pension or retirement benefits, or similar payments.

You understand and acknowledge that participation in the Plan ceases upon termination of your Service for any reason, except as may explicitly be provided otherwise in the Plan or this Agreement.

You hereby authorize and direct your Employer to disclose to the Company or any Subsidiary or Affiliate any information regarding your employment, the nature and amount of your compensation, and the fact and conditions of your participation in the Plan, as your Employer deems necessary or appropriate to facilitate the administration of the Plan.

You consent to the collection, use, and transfer of personal data as described in this subsection. You understand and acknowledge that the Company, your Employer, and the Company's other Subsidiaries and Affiliates hold certain personal information regarding you for the purpose of managing and administering the Plan, including (without limitation) your name, home address, telephone number, date of birth, social insurance or other government identification number, salary, nationality, job title, any Shares or directorships held in the Company and details of all options or any other entitlements to Shares awarded, canceled, exercised, vested, unvested, or outstanding in your favor (the "**Data**"). You further understand and acknowledge that the Company, its Subsidiaries, and/or its Affiliates will transfer Data among themselves as necessary for the purpose of implementation, administration, and management of your participation in the Plan and that the Company, its Subsidiaries and/or its Affiliates may each further transfer Data to any third party assisting the Company in the implementation, administration, and management of the Plan. You understand and acknowledge that the recipients of Data may be located in the United States or elsewhere, and that the laws of a recipient's country of operation (e.g., the United States) may not have equivalent privacy protections as local laws where you reside or work. You authorize such recipients to receive, possess, use, retain, and transfer Data, in electronic or other form, for the purpose of administering your participation in the Plan. You may, at any time, view the Data, require any necessary modifications of Data, make inquiries about the treatment of Data, or withdraw the consents set forth in this subsection by contacting the Human Resources Department of the Company in writing.

BY SIGNING THE COVER SHEET OF THIS AGREEMENT, YOU AGREE TO ALL OF THE TERMS AND CONDITIONS DESCRIBED ABOVE AND IN THE PLAN.

EXHIBIT A

CENNTRO ELECTRIC GROUP LIMITED
2022 STOCK INCENTIVE PLAN
NOTICE OF EXERCISE OF CASH-SETTLED STOCK OPTION
FOR CHINA PARTICIPANTS

OPTIONEE INFORMATION:

Name: _____

Social Security Number: _____

Employee Number: _____

Address: _____

_____

OPTION INFORMATION:

Grant Date: _____

Exercise Price per Share: $ _____

Total Number of Shares of Cenntro Electric Group Limited (the "*Company*") Covered by Option: _____

Type of Stock Option: ☐ Nonstatutory (NSO)

Number of Shares of the Company for which Option is Being Exercised Now: _____ ("*Exercised Shares*")

Total Exercise Price for the Exercised Shares: $ _____

Form of Payment: ☐ Net exercise

ACKNOWLEDGMENTS:

1. I understand that all exercises of Options are subject to compliance with the Company's policy on securities trades.

2. I hereby acknowledge that I received and read a copy of the Cenntro Electric Group Limited 2022 Stock Incentive Plan, the Agreement, and the Grant Notice and agree to abide by and be bound by their terms and conditions.

3. I understand that I must recognize ordinary income equal to the spread between the fair market value of the Exercised Shares on the date of exercise and the exercise price. I further understand that I am required to pay withholding taxes at the time of exercising a nonstatutory option. I represent that I have had the opportunity to consult with my own independent tax advisor in connection with the exercise of my rights under the Agreement and that I am not relying on the Company for any tax advice.

Submitted By:

PARTICIPANT

Signature

Accepted By:

CENNTRO ELECTRIC GROUP LIMITED

Signature

CENNTRO ELECTRIC GROUP LIMITED
2022 STOCK INCENTIVE PLAN
NOTICE OF RESTRICTED SHARE AWARD

You have been granted the following restricted fully paid ordinary shares (the "**Restricted Shares**" or this "**Award**") of Cenntro Electric Group Limited (ACN 619 054 938) (the "**Company**") under the Cenntro Electric Group Limited 2022 Stock Incentive Plan (as may be amended from time to time, the "**Plan**"):

Name of Recipient:	[Name of Recipient]
Grant Date:	[Date of Grant]
Total Number of Restricted Shares Granted:	[Total Shares]
Vesting Commencement Date:	[Vesting Commencement Date]
Vesting Schedule:	[The Restricted Shares vest when you complete [●] months of continuous Service as an Employee or a Consultant from the Vesting Commencement Date. *Actual vesting schedule to be inserted*.]

By your written signature below (or your electronic acceptance) and the signature of the Company's representative below, you and the Company agree that the Restricted Shares are granted under and governed by the terms and conditions of the Plan and the Restricted Share Agreement (this "Agreement"), both of which are attached to and made a part of this document.

By your written signature below (or your electronic acceptance), you further agree that the Company may deliver by e-mail all documents relating to the Plan or this Agreement (including without limitation, prospectuses required by the Securities and Exchange Commission) and all other documents that the Company is required to deliver to its security holders (including, without limitation, annual reports and proxy statements). You also agree that (a) the Company may deliver these documents by posting them on a website maintained by the Company or by a third party under contract with the Company and (b) you are person to whom the Company can make an offer without preparing a disclosure document which complies with the requirements of the Australian *Corporations Act 2001* (Cth) ("Corporations Act") because you fall within an exception in section 708 or Section 761G(7) of the Corporations Act in respect of the offer of Restricted Shares to you. If the Company posts these documents on a website, it will notify you by e-mail. Should you electronically accept this Agreement, you agree to the following: "This electronic contract contains my electronic signature, which I have executed with the intent to sign this Agreement."

RECIPIENT

_____
Recipient's Signature

_____
Recipient's Printed Name

CENNTRO ELECTRIC GROUP LIMITED

By: _____

Name: _____

Title: _____

CENNTRO ELECTRIC GROUP LIMITED
2022 STOCK INCENTIVE PLAN
RESTRICTED SHARE AGREEMENT

The Plan and Other Agreements	The Restricted Shares that you are receiving are granted pursuant and subject in all respects to the applicable provisions of the Plan, which is incorporated herein by reference. Capitalized terms not defined in this Agreement will have the meanings ascribed to them in the Plan. The attached Notice, this Agreement and the Plan constitute the entire understanding between you and the Company regarding this Award. Any prior agreements, commitments, or negotiations concerning this Award are superseded. This Agreement may be amended by the Committee without your consent; however, if any such amendment would materially impair your rights or obligations under this Agreement, this Agreement may be amended only by another written agreement, signed by you and the Company.
Payment For Shares	No cash payment is required for the Restricted Shares you receive. You are receiving the Restricted Shares in consideration for Services rendered by you.
Vesting	The Restricted Shares that you are receiving will vest in installments, as shown in the Notice of Restricted Share Award. No additional Restricted Shares vest after your Service as an Employee or a Consultant has terminated for any reason.
Shares Restricted	Unvested Restricted Shares will be considered "**Restricted Shares**." Except to the extent permitted by the Committee, you may not sell, transfer, assign, pledge, or otherwise dispose of Restricted Shares.
Forfeiture	If your Service terminates for any reason, then your Restricted Shares will be bought-back or cancelled by the Company in accordance with the requirements of the Corporations Act, to the extent that they have not vested before the termination date and do not vest as a result of termination. You will receive no payment for Restricted Shares that are bought-back or cancelled by the Company. The Company determines when your Service terminates for this purpose and all purposes under the Plan and its determinations are conclusive and binding on all persons.
Leaves of Absence	For purposes of this Award, your Service does not terminate when you go on a military leave, a sick leave, or another *bona fide* leave of absence, if the leave of absence was approved by the Company in writing and if continued crediting of Service is required by the terms of the leave or by applicable law. But your Service terminates when the approved leave ends, unless you immediately return to active work.

	If you go on a leave of absence, then, subject to applicable laws, the vesting schedule specified in the Notice of Restricted Share Award may be adjusted in accordance with the Company's leave of absence policy or the terms of your leave. If you commence working on a part-time basis, then the vesting schedule specified in the Notice of Restricted Share Award may be adjusted in accordance with the Company's part-time work policy or the terms of an agreement between you and the Company pertaining to your part-time schedule.
Share Certificates or Book Entry Form	The Restricted Shares will be evidenced by either share certificates which will have a legend which applies a holding-lock (preventing transfer or disposal) pending expiration of the restrictions thereon. In addition to or in lieu of imposing the legend, the Company may hold the share certificates in escrow or require you to enter into an escrow agreement with respect to your Restricted Shares. As your vested percentage increases, you may request (at reasonable intervals) that the Company release to you a non-legended certificate for your vested Restricted Shares or remove such Restricted Shares from escrow (as the case may be).
Shareholder Rights	During the period of time between the Grant Date and the date the Restricted Shares become vested, you will have all the rights of a shareholder with respect to the Restricted Shares, except for the right to transfer the Restricted Shares, as set forth above, and except in the case of any unvested Restricted Shares, you will not be entitled to any dividends or other distributions paid or distributed by the Company in respect of its fully paid ordinary shares ("**Shares**"). Accordingly, you will have the right to vote the Restricted Shares and to receive any cash dividends paid with respect to the vested Restricted Shares.
Withholding Taxes and Share Withholding	Regardless of any action the Company and/or the Subsidiary or Affiliate employing you ("**Employer**") takes with respect to any or all income tax, social insurance, payroll tax, payment on account, or other tax-related withholding ("**Tax-Related Items**"), you acknowledge that the ultimate liability for all Tax-Related Items legally due by you is and remains your responsibility and that the Company and/or your Employer (1) make no representation or undertaking regarding the treatment of any Tax-Related Items in connection with any aspect of the Shares received under this Award, including the award or vesting of such Shares, the subsequent sale of Shares under this Award and the receipt of any dividends; and (2) do not commit to structure the terms of the award to reduce or eliminate your liability for Tax-Related Items.

No share certificates will be released to you, unless you have paid or made adequate arrangements satisfactory to the Company and/or your Employer to satisfy all withholding and payment on account obligations of the Company and/or your Employer. In this regard, you authorize the Company and/or your Employer to withhold all applicable Tax-Related Items legally payable by you from your wages or other cash compensation paid to you by the Company and/or your Employer. With the Company's consent, these arrangements may also include, if permissible under local law, (a) withholding Shares that otherwise would be delivered to you when they vest having a Fair Market Value equal to the amount necessary to satisfy the maximum legally required tax withholding, (b) having the Company withhold taxes from the proceeds of the sale of the Shares, either through a voluntary sale or through a mandatory sale arranged by the Company (on your behalf pursuant to this authorization), or (c) any other arrangement approved by the Committee. The Fair Market Value of the Shares, determined as of the date when taxes otherwise would have been withheld, will be applied as a credit against the withholding taxes. Finally, you will pay to the Company or your Employer any amount of Tax-Related Items that the Company or your Employer may be required to withhold as a result of your participation in the Plan or your acquisition of Shares that cannot be satisfied by the means previously described. The Company may refuse to deliver the Shares if you fail to comply with your obligations in connection with the Tax-Related Items as described in this section.

Restrictions on Resale

You agree not to sell any Shares at a time when applicable laws, Company policies, or an agreement between the Company and its underwriters prohibit a sale. This restriction will apply as long as your Service continues and for such period of time after the termination of your Service as the Company may specify.

No Retention Rights

Neither this Award nor this Agreement gives you the right to be employed or retained by the Company or any Subsidiary or Affiliate of the Company in any capacity. The Company and its Subsidiaries and Affiliates reserve the right to terminate your Service at any time, with or without cause.

Adjustments

The number of Restricted Shares covered by this Award will, subject to applicable laws, be subject to adjustment in the event of a share split, a share dividend, or a similar change in Shares, and in other circumstances, as set forth in the Plan. The buy-back and cancellation provisions and restrictions described above will apply to all new, substitute, or additional restricted shares or securities to which you are entitled by reason of this Award.

Successors and Assigns

Except as otherwise provided in the Plan or this Agreement, every term of this Agreement will be binding upon and inure to the benefit of the parties hereto and their respective heirs, legatees, legal representatives, successors, transferees, and assigns.

Notice

Any notice required or permitted under this Agreement will be given in writing and will be deemed effectively given upon the earliest of personal delivery, receipt, or the third (3rd) full day following mailing with postage and fees prepaid, addressed to the other party hereto at the address last known in the Company's records or at such other address as such party may designate by ten (10) days' advance written notice to the other party hereto.

Applicable Law and Choice of Venue

This Agreement will be interpreted and enforced under the laws of New South Wales, Australia, without application of the conflicts of law principles thereof.

For purposes of litigating any dispute that arises directly or indirectly from the relationship of the parties evidenced by this Award or this Agreement, the parties hereby submit to and consent to the non-exclusive jurisdiction of New South Wales, Australia and agree that any such litigation may be conducted in the courts of New South Wales, Australia.

Miscellaneous

You understand and acknowledge that (1) the Plan is entirely discretionary, (2) the Company and your Employer have reserved the right to amend, suspend, or terminate the Plan at any time, (3) the grant of this Award does not in any way create any contractual or other right to receive additional grants of awards (or benefits in lieu of awards) at any time or in any amount, and (4) all determinations with respect to any additional grants, including (without limitation) the times when awards will be granted, the number of Shares subject to awards, the purchase price, and the vesting schedule, will be at the sole discretion of the Company.

The value of this Award will be an extraordinary item of compensation outside the scope of your employment contract, if any, and will not be considered a part of your normal or expected compensation for purposes of calculating severance, resignation, redundancy or end-of-service payments, bonuses, long-service awards, pension or retirement benefits, or similar payments.

You understand and acknowledge that participation in the Plan ceases upon termination of your Service for any reason, except as may explicitly be provided otherwise in the Plan or this Agreement.

You hereby authorize and direct your Employer to disclose to the Company or any Subsidiary or Affiliate any information regarding your employment, the nature and amount of your compensation, and the fact and conditions of your participation in the Plan, as your Employer deems necessary or appropriate to facilitate the administration of the Plan.

You consent to the collection, use and transfer of personal data as described in this subsection. You understand and acknowledge that the Company, your Employer, and the Company's other Subsidiaries and Affiliates hold certain personal information regarding you for the purpose of managing and administering the Plan, including (without limitation) your name, home address, telephone number, date of birth, social insurance or other government identification number, salary, nationality, job title, any Shares or directorships held in the Company, and details of all awards or any other entitlements to Shares awarded, canceled, exercised, vested, unvested, or outstanding in your favor (the "**Data**"). You further understand and acknowledge that the Company, its Subsidiaries, and/or its Affiliates will transfer Data among themselves as necessary for the purpose of implementation, administration and management of your participation in the Plan and that the Company, its Subsidiaries, and/or its Affiliates may each further transfer Data to any third party assisting the Company in the implementation, administration and management of the Plan. You understand and acknowledge that the recipients of Data may be located in the United States or elsewhere, and that the laws of a recipient's country of operation (e.g., the United States) may not have equivalent privacy protections as local laws where you reside or work. You authorize such recipients to receive, possess, use, retain, and transfer Data, in electronic or other form, for the purpose of administering your participation in the Plan, including a transfer to any broker or other third party with whom you elect to deposit Shares acquired under the Plan of such Data as may be required for the administration of the Plan and/or the subsequent holding of Shares on your behalf. You may, at any time, view the Data, require any necessary modifications of Data, make inquiries about the treatment of Data, or withdraw the consents set forth in this subsection by contacting the Human Resources Department of the Company in writing.

BY SIGNING THE COVER SHEET OF THIS AGREEMENT, YOU AGREE TO ALL OF THE TERMS AND CONDITIONS DESCRIBED ABOVE AND IN THE PLAN.

CENNTRO ELECTRIC GROUP LIMITED
2022 STOCK INCENTIVE PLAN
NOTICE OF RESTRICTED SHARE UNIT AWARD

You have been granted the following Restricted Share Units (the "**Restricted Share Units**", "**RSUs**", or this "**Award**") representing fully paid ordinary shares ("**Shares**") of Cenntro Electric Group Limited (ACN 619 054 938) (the "**Company**") under the Cenntro Electric Group Limited 2022 Stock Incentive Plan (as may be amended from time to time, the "**Plan**"):

Name of Recipient:	[Name of Recipient]
Grant Date:	[Date of Grant]
Total Number of Shares Subject to Restricted Share Units:	[Total Shares]
Vesting Commencement Date:	[Vesting Commencement Date]
Vesting Schedule:	[The RSUs vest when you complete [●] months of continuous Service as an Employee or a Consultant from the Vesting Commencement Date. *Actual vesting schedule to be inserted.*]

By your written signature below (or your electronic acceptance) and the signature of the Company's representative below, you and the Company agree that the RSUs are granted under and governed by the terms and conditions of the Plan and the Restricted Share Unit Agreement (this "Agreement"), both of which are attached to and made a part of this document.

By your written signature below (or your electronic acceptance), you further agree that the Company may deliver by e-mail all documents relating to the Plan or this Agreement (including, without limitation, prospectuses required by the Securities and Exchange Commission) and all other documents that the Company is required to deliver to its security holders (including without limitation, annual reports and proxy statements). You also agree that (a) the Company may deliver these documents by posting them on a website maintained by the Company or by a third party under contract with the Company and (b) you are person to whom the Company can make an offer without preparing a disclosure document which complies with the requirements of the Australian *Corporations Act 2001* (Cth) ("Corporations Act") because you fall within an exception in section 708 or Section 761G(7) of the Corporations Act in respect of the offer of RSUs to you. If the Company posts these documents on a website, it will notify you by e-mail. Should you electronically accept this Agreement, you agree to the following: "This electronic contract contains my electronic signature, which I have executed with the intent to sign this Agreement."

RECIPIENT

_____
Recipient's Signature

_____
Recipient's Printed Name

CENNTRO ELECTRIC GROUP LIMITED

By: _____

Name: _____

Title: _____

The Plan and Other Agreements

The RSUs that you are receiving are granted pursuant and subject in all respects to the applicable provisions of the Plan, which is incorporated herein by reference. Capitalized terms not defined in this Agreement will have the meanings ascribed to them in the Plan.

The attached Notice, this Agreement and the Plan constitute the entire understanding between you and the Company regarding this Award. Any prior agreements, commitments or negotiations concerning this Award are superseded. This Agreement may be amended by the Committee without your consent; however, if any such amendment would materially impair your rights or obligations under this Agreement, this Agreement may be amended only by another written agreement, signed by you and the Company.

Payment for RSUs

No cash payment is required for the RSUs you receive. You are receiving the RSUs in consideration for Services rendered by you.

Vesting

The RSUs that you are receiving will vest in installments, as shown in the Notice of RSU Award. No additional RSUs vest after your Service as an Employee or a Consultant has terminated for any reason.

Forfeiture

If your Service terminates for any reason, then this Award expires immediately as to the number of RSUs that have not vested before the termination date and do not vest as a result of termination. This means that the unvested RSUs will immediately be cancelled. You will receive no payment for RSUs that are forfeited. The Company determines when your Service terminates for this purpose and all purposes under the Plan and its determinations are conclusive and binding on all persons.

Leaves of Absence

For purposes of this Award, your Service does not terminate when you go on a military leave, a sick leave, or another *bona fide* leave of absence, if the leave of absence was approved by the Company in writing and if continued crediting of Service is required by the terms of the leave or by applicable law. But your Service terminates when the approved leave ends, unless you immediately return to active work.

If you go on a leave of absence, then, subject to applicable laws, the vesting schedule specified in the Notice of Restricted Share Unit Award may be adjusted in accordance with the Company's leave of absence policy or the terms of your leave. If you commence working on a part-time basis, then the vesting schedule specified in the Notice of Restricted Share Unit Award may be adjusted in accordance with the Company's part-time work policy or the terms of an agreement between you and the Company pertaining to your part-time schedule.

Nature of RSUs

Your RSUs are mere bookkeeping entries. They represent only the Company's unfunded and unsecured promise to issue Shares on a future date. As a holder of RSUs, you have no rights, other than the rights of a general creditor of the Company.

No Voting Rights or Dividends

Your RSUs carry neither voting rights nor rights to dividends. You, and your estate and heirs, have no rights as a shareholder of the Company, unless and until your RSUs are settled by issuing Shares. No adjustments will be made for dividends or other rights if the applicable record date occurs before your Shares are issued, except as described in the Plan.

RSUs Nontransferable

You may not sell, transfer, assign, pledge, or otherwise dispose of any RSUs. For instance, you may not use your RSUs as security for a loan. If you attempt to do any of these things, your RSUs will immediately become invalid.

Settlement of RSUs

Each of your vested RSUs will be settled when it vests; provided, however, that, if the Committee requires you to pay withholding taxes through a sale of Shares, settlement of each RSU may be deferred to the first permissible trading day for the Shares, if later than the applicable vesting date.

Under no circumstances may your RSUs be settled later than two and one-half (2-1/2) months following the calendar year in which the applicable vesting date occurs.

For purposes of this Agreement, "**permissible trading day**" means a day that satisfies all of the following requirements: (1) the exchange on which the Shares are traded is open for trading on that day; (2) you are permitted to sell Shares on that day without incurring liability under Section 16(b) of the Exchange Act; (3) either (a) you are not in possession of material non-public information that would make it illegal for you to sell Shares on that day under Rule 10b-5 under the Exchange Act or (b) Rule 10b5-1 under the Exchange Act would apply to the sale; (4) you are permitted to sell Shares on that day under such written insider trading policy as may have been adopted by the Company; and (5) you are not prohibited from selling Shares on that day by a written agreement between you and the Company or a third party.

At the time of settlement, you will receive one Share for each vested RSU; provided, however, that no fractional Shares will be issued or delivered pursuant to the Plan or this Agreement, and the Committee will determine whether cash will be paid in lieu of any fractional Share. In addition, the Shares are issued to you subject to the condition that the issuance of the Shares not violate any law or regulation.

Withholding Taxes and Share Withholding

Regardless of any action the Company and/or the Subsidiary or Affiliate employing you ("**Employer**") takes with respect to any or all income tax, social insurance, payroll tax, payment on account or other tax-related withholding ("**Tax-Related Items**"), you acknowledge that the ultimate liability for all Tax-Related Items legally due by you is and remains your responsibility and that the Company and/or your Employer (1) make no representation or undertaking regarding the treatment of any Tax-Related Items in connection with any aspect of this Award, including the award, vesting, or settlement of the RSUs, the subsequent sale of Shares acquired pursuant to settlement, and the receipt of any dividends; and (2) do not commit to structure the terms of the award or any aspect of the RSUs to reduce or eliminate your liability for Tax-Related Items.

Prior to the settlement of the RSUs, you shall pay or make adequate arrangements satisfactory to the Company and/or your Employer to satisfy all withholding and payment on account obligations of the Company and/or your Employer. In this regard, you authorize the Company and/or your Employer to withhold all applicable Tax-Related Items legally payable by you from your wages or other cash compensation paid to you by the Company and/or your Employer.

Unless an alternative arrangement satisfactory to the Committee has been provided prior to the vesting date, the default method for paying withholding taxes is withholding Shares that otherwise would be issued to you when the RSUs are settled; provided that the Company only withholds Shares having a Fair Market Value equal to the amount necessary to satisfy the maximum legally required tax withholding.

The Committee may also require the withholding of taxes from the proceeds of the sale of the Shares, either through a voluntary sale or through a mandatory sale arranged by the Company (on your behalf pursuant to this authorization), or any other arrangement approved by the Committee.

The Fair Market Value of the Shares, determined as of the effective date when taxes otherwise would have been withheld, will be applied as a credit against the withholding taxes. Finally, you will pay to the Company or your Employer any amount of Tax-Related Items that the Company or your Employer may be required to withhold as a result of your participation in the Plan or your acquisition of Shares that cannot be satisfied by the means previously described. The Company may refuse to deliver the Shares if you fail to comply with your obligations in connection with the Tax-Related Items as described in this section, and your rights to the Shares will be forfeited if you do not comply with such obligations on or before the date that is two and one-half (2-1/2) months following the calendar year in which the applicable vesting date for the RSUs occurs.

Restrictions on Resale	You agree not to sell any RSUs or Shares at a time when applicable laws, Company policies, or an agreement between the Company and its underwriters prohibit a sale. This restriction will apply as long as your Service continues and for such period of time after the termination of your Service as the Company may specify.
No Retention Rights	Neither this Award nor this Agreement gives you the right to be employed or retained by the Company or any Subsidiary or Affiliate of the Company in any capacity. The Company and its Subsidiaries and Affiliates reserve the right to terminate your Service at any time, with or without cause.
Adjustments	The number of RSUs covered by this Award will, subject to applicable laws, be subject to adjustment in the event of a share split, a share dividend or a similar change in Shares, and in other circumstances, as set forth in the Plan. The forfeiture provisions and restrictions described above will apply to all new, substitute, or additional restricted share units or securities to which you are entitled by reason of this Award.
Successors and Assigns	Except as otherwise provided in the Plan or this Agreement, every term of this Agreement will be binding upon and inure to the benefit of the parties hereto and their respective heirs, legatees, legal representatives, successors, transferees, and assigns.
Notice	Any notice required or permitted under this Agreement will be given in writing and will be deemed effectively given upon the earliest of personal delivery, receipt, or the third (3rd) full day following mailing with postage and fees prepaid, addressed to the other party hereto at the address last known in the Company's records or at such other address as such party may designate by ten (10) days' advance written notice to the other party hereto.
Section 409A of the Code	To the extent this Agreement is subject to, and not exempt from, Section 409A of the Code, this Agreement is intended to comply with Section 409A, and its provisions will be interpreted in a manner consistent with such intent. You acknowledge and agree that changes may be made to this Agreement to avoid adverse tax consequences to you under Section 409A.
Applicable Law and Choice of Venue	This Agreement will be interpreted and enforced under the laws of New South Wales, Australia, without application of the conflicts of law principles thereof. For purposes of litigating any dispute that arises directly or indirectly from the relationship of the parties evidenced by this Award or this Agreement, the parties hereby submit to and consent to the non-exclusive jurisdiction of New South Wales, Australia and agree that any such litigation may be conducted in the courts of New South Wales, Australia.

Miscellaneous

You understand and acknowledge that (1) the Plan is entirely discretionary, (2) the Company and your Employer have reserved the right to amend, suspend, or terminate the Plan at any time, (3) the grant of this Award does not in any way create any contractual or other right to receive additional grants of awards (or benefits in lieu of awards) at any time or in any amount, and (4) all determinations with respect to any additional grants, including (without limitation) the times when awards will be granted, the number of RSUs subject to awards and the vesting schedule, will be at the sole discretion of the Company.

The value of this Award will be an extraordinary item of compensation outside the scope of your employment contract, if any, and will not be considered a part of your normal or expected compensation for purposes of calculating severance, resignation, redundancy or end-of-service payments, bonuses, long-service awards, pension or retirement benefits, or similar payments.

You understand and acknowledge that participation in the Plan ceases upon termination of your Service for any reason, except as may explicitly be provided otherwise in the Plan or this Agreement.

You hereby authorize and direct your Employer to disclose to the Company or any Subsidiary or Affiliate any information regarding your employment, the nature and amount of your compensation, and the fact and conditions of your participation in the Plan, as your Employer deems necessary or appropriate to facilitate the administration of the Plan.

You consent to the collection, use and transfer of personal data as described in this subsection. You understand and acknowledge that the Company, your Employer, and the Company's other Subsidiaries and Affiliates hold certain personal information regarding you for the purpose of managing and administering the Plan, including (without limitation) your name, home address, telephone number, date of birth, social insurance or other government identification number, salary, nationality, job title, any Shares or directorships held in the Company, and details of all awards or any other entitlements to RSUs or Shares awarded, canceled, exercised, vested, unvested, or outstanding in your favor (the "**Data**"). You further understand and acknowledge that the Company, its Subsidiaries, and/or its Affiliates will transfer Data among themselves as necessary for the purpose of implementation, administration and management of your participation in the Plan and that the Company, its Subsidiaries, and/or its Affiliates may each further transfer Data to any third party assisting the Company in the implementation, administration and management of the Plan. You understand and acknowledge that the recipients of Data may be located in the United States or elsewhere, and that the laws of a recipient's country of operation (e.g., the United States) may not have equivalent privacy protections as local laws where you reside or work. You authorize such recipients to receive, possess, use, retain, and transfer Data, in electronic or other form, for the purpose of administering your participation in the Plan, including a transfer to any broker or other third party with whom you elect to deposit Shares acquired under the Plan of such Data as may be required for the administration of the Plan and/or the subsequent holding of Shares on your behalf. You may, at any time, view the Data, require any necessary modifications of Data, make inquiries about the treatment of Data, or withdraw the consents set forth in this subsection by contacting the Human Resources Department of the Company in writing.

BY SIGNING THE COVER SHEET OF THIS AGREEMENT, YOU AGREE TO ALL OF THE TERMS AND CONDITIONS DESCRIBED ABOVE AND IN THE PLAN.

Exhibit 10.6

CENNTRO ELECTRIC GROUP LIMITED

2022 EMPLOYEE STOCK PURCHASE PLAN

(Adopted by the Board of Directors on December 30, 2021)

(Adopted by the Shareholders on , 2022)

(Effective on December 30, 2021, subject to approval by the Shareholders)

Table of Contents

CENNTRO ELECTRIC GROUP LIMITED

2022 EMPLOYEE STOCK PURCHASE PLAN

SECTION 1 Purpose of the Plan.

The Plan was adopted by the Board on December 30, 2021 and is effective on December 30, 2021 (the "Effective Date"), subject to approval by the Company's shareholders within twelve (12) months after the Effective Date. The purpose of the Plan is to provide a broad-based employee benefit to attract the services of new employees, to retain the services of existing employees, and to provide incentives for such individuals to exert maximum efforts toward our success by purchasing Shares from the Company on favorable terms and to pay for such purchases through payroll deductions. The Plan is intended to qualify under Section 423 of the Code and its operation is subject to compliance with any applicable laws, rules or regulations.

SECTION 2 Definitions.

(a) "Board" means the Board of Directors of the Company, as constituted from time to time.

(b) "Code" means the United States Internal Revenue Code of 1986, as amended, and the rules and regulations promulgated thereunder.

(c) "Committee" means the Compensation Committee of the Board or such other committee, comprised exclusively of one or more directors of the Company, as may be appointed by the Board from time to time to administer the Plan.

(d) "Company" means Cenntro Electric Group Limited (ACN 619 054 938), an Australian company.

(e) "Compensation" means, unless provided otherwise by the Committee in the terms and conditions of an Offering, base salary and wages paid in cash to a Participant by a Participating Company, without reduction for any pre-tax contributions made by the Participant under Sections 401(k) or 125 of the Code. "Compensation" shall, unless provided otherwise by the Committee in the terms and conditions of an Offering, exclude variable compensation (including commissions, bonuses, incentive compensation, overtime pay and shift premiums), all non-cash items, moving or relocation allowances, cost-of-living equalization payments, car allowances, tuition reimbursements, imputed income attributable to cars or life insurance, severance pay, fringe benefits, contributions or benefits received under employee benefit plans, income attributable to the exercise of stock options, and similar items. The Committee shall determine whether a particular item is included in Compensation.

(f) "Corporate Reorganization" means:

(i) the consummation of a merger or consolidation of the Company with or into another entity, or any other corporate reorganization; or

(ii) the sale, transfer, or other disposition of all or substantially all of the Company's assets or the complete liquidation or dissolution of the Company.

(g) "Eligible Employee" means any employee of a Participating Company whose customary employment is for more than five (5) months per calendar year and for more than twenty (20) hours per week.

The foregoing notwithstanding, an individual shall not be considered an Eligible Employee (i) if his or her participation in the Plan is prohibited by the law of any country which has jurisdiction over him or her or (ii) if he or she is an employee in the People's Republic of China.

(h) "Exchange Act" means the United States Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

(i) "Fair Market Value" means the fair market value of a Share, determined as follows:

(i) if Shares are traded on any established national securities exchange, including the New York Stock Exchange or The Nasdaq Stock Market, on the date in question, then the Fair Market Value shall be equal to the closing price as quoted on such exchange (or the exchange with the greatest volume of trading in the Shares) on such date, as reported in the *Wall Street Journal* or such other source as the Committee deems reliable; or

(ii) if the foregoing provision is not applicable, then the Fair Market Value shall be determined by the Committee in good faith on such basis as it deems appropriate.

For any date that is not a Trading Day, the Fair Market Value of a Share for such date shall be determined by using the closing sale price for the immediately preceding Trading Day. Determination of the Fair Market Value pursuant to the foregoing provisions shall be conclusive and binding on all persons.

(j) "Offering" means the grant of options to purchase Shares under the Plan to Eligible Employees.

(k) "Offering Date" means the first day of an Offering.

(l) "Offering Period" means a period with respect to which the right to purchase Shares may be granted under the Plan, as determined pursuant to Section 4(a).

(m) "Participant" means an Eligible Employee who elects to participate in the Plan, as provided in Section 4(b).

(n) "Participating Company" means (i) the Company and (ii) each present or future Subsidiary designated by the Committee as a Participating Company.

(o) "Plan" means this Cenntro Electric Group Limited 2022 Employee Stock Purchase Plan, as it may be amended from time to time.

(p) "Plan Account" means the account established for each Participant pursuant to Section 8(a).

(q) "Purchase Date" means one or more dates during an Offering on which Shares may be purchased pursuant to the terms of the Offering.

(r) "Purchase Period" means one or more successive periods during an Offering, beginning on the Offering Date or on the day after a Purchase Date and ending on the next succeeding Purchase Date.

(s) "Purchase Price" means the price at which Participants may purchase Shares under the Plan, as determined pursuant to Section 8(b).

(t) "Shares" means fully paid ordinary shares of the Company.

(u) "Subsidiary" means any corporation (other than the Company) in an unbroken chain of corporations beginning with the Company, if each of the corporations, other than the last corporation in the unbroken chain, owns shares possessing fifty percent (50%) or more of the total combined voting power of all classes of shares in one of the other corporations in such chain.

(v) "Trading Day" means a day on which the national stock exchange on which the Shares are traded is open for trading.

SECTION 3 Administration of the Plan.

(a) Administrative Powers and Responsibilities. The Plan shall be administered by the Committee. The Committee shall have full power and authority, subject to the provisions of the Plan and subject to compliance with any applicable laws, rules or regulations, to promulgate such rules and regulations as it deems necessary for the proper administration of the Plan, to interpret the provisions and supervise the administration of the Plan, and to take all action in connection therewith or in relation thereto as it deems necessary or advisable. Any decision reduced to writing and signed by all of the members of the Committee shall be fully effective as if it had been made at a meeting duly held. The Committee's determinations under the Plan, unless otherwise determined by the Board, shall be final and binding on all persons. The Company shall pay all expenses incurred in the administration of the Plan. No member of the Committee shall be personally liable for any action, determination, or interpretation made in good faith with respect to the Plan, and all members of the Committee shall be fully indemnified by the Company with respect to any such action, determination, or interpretation. The Committee may adopt such rules, guidelines, and forms as it deems appropriate to implement the Plan. Subject to the requirements of applicable law, the Committee may designate persons, other than members of the Committee, to carry out its responsibilities and may prescribe such conditions and limitations as it may deem appropriate. All decisions, interpretations, and other actions of the Committee shall be final and binding on all Participants and all persons deriving their rights from a Participant. No member of the Committee shall be liable for any action that he has taken or has failed to take in good faith with respect to the Plan. Notwithstanding anything to the contrary in the Plan, the Board may, in its sole discretion, at any time and from time to time, resolve to administer the Plan. In such event, the Board shall have all of the authority and responsibility granted to the Committee herein.

(b) International Administration. The Committee may establish sub-plans (which need not qualify under Section 423 of the Code) and initiate separate Offerings through such sub-plans for the purpose of (i) facilitating participation in the Plan by non-U.S. employees in compliance with foreign laws and regulations without affecting the qualification of the remainder of the Plan under Section 423 of the Code or (ii) qualifying the Plan for preferred tax treatment under domestic or foreign tax laws (which sub-plans, at the Committee's discretion, may provide for allocations of the authorized shares reserved for issue under the Plan as set forth in Section 14(a)). The rules, guidelines, and forms of such sub-plans (or the Offerings thereunder) may take precedence over other provisions of the Plan, with the exception of Section 4(a)(i), Section 5(b), Section 8(b), and Section 14(a), but, unless otherwise superseded by the terms of such sub-plan, the provisions of the Plan shall govern the operation of such sub-plan. Alternatively and in order to comply with the laws of a domestic or foreign jurisdiction, the Committee shall have the power, in its discretion, to grant options in an Offering to citizens or residents of a non-U.S. jurisdiction (without regard to whether they are also citizens of the United States or resident aliens) that provides terms which are less favorable than the terms of options granted under the same Offering to employees resident in the United States, subject to compliance with Section 423 of the Code.

SECTION 4 Enrollment and Participation.

(a) Offering Periods. While the Plan is in effect, the Committee may from time to time grant options to purchase Shares pursuant to the Plan to Eligible Employees during a specified Offering Period. Each such Offering shall be in such form and shall contain such terms and conditions as the Committee shall determine, subject to compliance with the terms and conditions of the Plan (which may be incorporated by reference) and the requirements of Section 423 of the Code, including the requirement that all Eligible Employees have the same rights and privileges, and the requirements of any applicable laws, rules or regulations. The Committee shall specify prior to the commencement of each Offering (i) the period during which the Offering shall be effective, which may not exceed twenty-seven (27) months from the Offering Date and may include one or more successive Purchase Periods within the Offering, (ii) the Purchase Dates and Purchase Price for Shares that may be purchased pursuant to the Offering, and (iii) if applicable, any limits on the number of Shares purchasable by a Participant, or by all Participants in the aggregate, during any Offering Period or, if applicable, Purchase Period, in each case, consistent with the limitations of the Plan. The Committee shall have the discretion to provide for the automatic termination of an Offering following any Purchase Date on which the Fair Market Value of a Share is equal to or less than the Fair Market Value of a Share on the Offering Date, and for the Participants in the terminated Offering to be automatically re-enrolled in a new Offering that commences immediately after such Purchase Date. The terms and conditions of each Offering need not be identical, and shall be deemed incorporated by reference and made a part of the Plan.

(b) Enrollment. Any individual who, on the day preceding the first day of an Offering Period, qualifies as an Eligible Employee may elect to become a Participant in the Plan for such Offering Period by completing the written enrollment process prescribed and communicated for this purpose from time to time by the Company to Eligible Employees.

(c) Duration of Participation. Once enrolled in the Plan, a Participant shall continue to participate in the Plan until he or she ceases to be an Eligible Employee or withdraws from the Plan under Section 6(a). A Participant who withdrew from the Plan under Section 6(a) may again become a Participant, if he or she then is an Eligible Employee, by following the procedure described in Subsection (b) above. A Participant whose employee contributions were discontinued automatically under Section 9(b) shall automatically resume participation at the beginning of the earliest Offering Period ending in the next calendar year, if he or she then is an Eligible Employee. When a Participant reaches the end of an Offering Period, but his or her participation is to continue, then such Participant shall automatically be re-enrolled for the Offering Period that commences immediately after the end of the prior Offering Period.

SECTION 5 Employee Contributions.

(a) Frequency of Payroll Deductions. A Participant may purchase Shares under the Plan solely by means of payroll deductions; provided, however, that, to the extent provided in the terms and conditions of an Offering, a Participant may also make contributions through payment by cash or check prior to one or more Purchase Dates during the Offering. Payroll deductions, subject to the provisions of Subsection (b) below or as otherwise provided under the terms and conditions of an Offering, shall occur on each payday during participation in the Plan.

(b) Amount of Payroll Deductions. An Eligible Employee shall designate during the enrollment process the portion of his or her Compensation that he or she elects to have withheld for the purchase of Shares. Such portion shall be a whole percentage of the Eligible Employee's Compensation, but not less than one percent (1%) nor more than fifteen percent (15%) (or such lower rate of Compensation specified as the limit in the terms and conditions of the applicable Offering).

(c) Changing Withholding Rate. Unless otherwise provided under the terms and conditions of an Offering, a Participant may not increase the rate of payroll withholding during the Offering Period, but may discontinue or decrease the rate of payroll withholding during the Offering Period to a whole percentage of his or her Compensation in accordance with such procedures and subject to such limitations as the Company may establish for all Participants. A Participant may also increase or decrease the rate of payroll withholding effective for a new Offering Period by submitting an authorization to change the payroll deduction rate pursuant to the process prescribed by the Company from time to time. The new withholding rate shall be a whole percentage of the Eligible Employee's Compensation consistent with Subsection (b) above.

(d) Discontinuing Payroll Deductions. If a Participant wishes to discontinue employee contributions entirely, he or she may do so by withdrawing from the Plan pursuant to Section 6(a). In addition, employee contributions may be discontinued automatically pursuant to Section 9(b).

SECTION 6 Withdrawal from the Plan.

(a) Withdrawal. Subject to compliance with any applicable laws, rules or regulations, a Participant may elect to withdraw from the Plan by giving notice pursuant to the process prescribed and communicated by the Company from time to time. Such withdrawal may be elected at any time before the last day of an Offering Period, except as otherwise provided in the Offering. In addition, if payment by cash or check is permitted under the terms and conditions of an Offering, Participants may be deemed to withdraw from the Plan by declining or failing to remit timely payment to the Company for the Shares. As soon as reasonably practicable thereafter, payroll deductions shall cease and the entire amount credited to the Participant's Plan Account shall be refunded to him or her in cash, without interest. No partial withdrawals shall be permitted.

(b) Re-enrollment After Withdrawal. A former Participant who has withdrawn from the Plan shall not be a Participant until he or she re-enrolls in the Plan under Section 4(b). Re-enrollment may be effective only at the commencement of an Offering Period.

SECTION 7 Change in Employment Status.

(a) Termination of Employment. Termination of employment as an Eligible Employee for any reason, including death, shall be treated as an automatic withdrawal from the Plan under Section 6(a). A transfer from one Participating Company to another shall not be treated as a termination of employment.

(b) Leave of Absence. For purposes of the Plan, employment shall not be deemed to terminate when the Participant goes on a military leave, a sick leave, or another bona fide leave of absence, if the leave was approved by the Company in writing. Employment, however, shall be deemed to terminate three (3) months after the Participant goes on a leave, unless a contract or statute guarantees his or her right to return to work. Employment shall be deemed to terminate in any event when the approved leave ends, unless the Participant immediately returns to active work.

(c) Death. In the event of the Participant's death, the amount credited to his or her Plan Account shall be paid to the Participant's estate.

SECTION 8 Plan Accounts and Purchase of Shares.

(a) Plan Accounts. The Company shall maintain a Plan Account on its books in the name of each Participant. Whenever an amount is deducted from the Participant's Compensation under the Plan, such amount shall be credited to the Participant's Plan Account. Amounts credited to Plan Accounts shall not be trust funds and may be commingled with the Company's general assets and applied to general corporate purposes. No interest shall be credited to Plan Accounts.

(b) Purchase Price. The Purchase Price for each Share purchased during an Offering Period shall be the lesser of:

(i) eighty-five percent (85%) of the Fair Market Value of such share on the Purchase Date; or

(ii) eighty-five percent (85%) of the Fair Market Value of such share on the Offering Date.

The Committee may specify for an alternate Purchase Price amount or formula in the terms and conditions of an Offering, but in no event may such amount or formula result in a Purchase Price less than that calculated pursuant to the immediately preceding formula.

(c) Number of Shares Purchased. As of each Purchase Date, each Participant shall be deemed to have elected to purchase the number of Shares calculated in accordance with this Subsection (c), unless the Participant has previously elected to withdraw from the Plan in accordance with Section 6(a). The amount then in the Participant's Plan Account shall be divided by the Purchase Price, and the number of shares that results shall be purchased from the Company with the funds in the Participant's Plan Account. Unless provided otherwise by the Committee prior to commencement of an Offering, the maximum number of Shares which may be purchased by an individual Participant during such Offering is equal to the product of (i) fifteen percent (15%) multiplied by (ii) the quotient of $130,000 divided by the Fair Market Value on the first day of the Offering Period. The foregoing notwithstanding, no Participant shall purchase more than such number of Shares as may be determined by the Committee with respect to the Offering Period, or Purchase Period, if applicable, or more than the amounts of Shares set forth in Sections 9(b) and 14(a). For each Offering Period and, if applicable, Purchase Period, the Committee shall have the authority to establish additional limits on the number of shares purchasable by all Participants in the aggregate.

(d) Available Shares Insufficient. In the event that the aggregate number of Shares that all Participants elect to purchase during an Offering Period exceeds the maximum number of Shares remaining available for issuance under Section 14(a), or which may be purchased pursuant to any additional aggregate limits imposed by the Committee, then the number of Shares to which each Participant is entitled shall be determined by multiplying the number of Shares available for issuance by a fraction, the numerator of which is the number of Shares that such Participant has elected to purchase and the denominator of which is the number of Shares that all Participants have elected to purchase.

(e) Issuance of Shares. Certificates representing the Shares purchased by a Participant under the Plan shall be issued to him or her as soon as reasonably practicable after the applicable Purchase Date, except that the Company may determine that such shares shall be held for each Participant's benefit by a broker designated by the Company. Shares may be registered in the name of the Participant or jointly in the name of the Participant and his or her spouse as joint tenants with right of survivorship or as community property.

(f) Unused Cash Balances. An amount remaining in the Participant's Plan Account that represents the Purchase Price for any fractional share shall be carried over in the Participant's Plan Account to the next Offering Period or refunded to the Participant in cash at the end of the Offering Period, without interest, if his or her participation is not continued. Any amount remaining in the Participant's Plan Account that represents the Purchase Price for whole Shares that could not be purchased by reason of Subsection (c) or (d) above, Section 9(b), or Section 14(a) shall be refunded to the Participant in cash, without interest.

(g) Shareholder Approval. The Plan shall be submitted to the shareholders of the Company for their approval within twelve (12) months after the date the Plan is adopted by the Board. Any other provision of the Plan notwithstanding, no Shares shall be purchased under the Plan, unless and until the Company's shareholders have approved the adoption of the Plan.

SECTION 9 Limitations on Share Ownership.

(a) Five Percent Limit. Any other provision of the Plan notwithstanding, no Participant shall be granted a right to purchase Shares under the Plan, if such Participant, immediately after his or her election to purchase such Shares, would own shares possessing five percent (5%) or more of the total combined voting power or value of all classes of shares of the Company or any parent or Subsidiary of the Company. For purposes of this Subsection (a), the following rules shall apply:

(i) Ownership of shares shall be determined after applying the attribution rules of Section 424(d) of the Code;

(ii) Each Participant shall be deemed to own any shares that he or she has a right or option to purchase under this or any other plan; and

(iii) Each Participant shall be deemed to have the right to purchase up to the maximum number of Shares that may be purchased by a Participant under the Plan under the individual limit specified pursuant to Section 8(c) with respect to each Offering Period.

(b) Dollar Limit. Any other provision of the Plan notwithstanding, no Participant shall accrue the right to purchase Shares at a rate which exceeds twenty-five thousand dollars (US$25,000) of Fair Market Value of such Shares per calendar year (under the Plan and all other employee stock purchase plans of the Company or any parent or Subsidiary of the Company), determined in accordance with the provisions of Section 423(b)(8) of the Code and applicable Treasury Regulations promulgated thereunder.

For purposes of this Subsection (b), the Fair Market Value of Shares shall be determined as of the beginning of the Offering Period in which such Shares are purchased. Employee stock purchase plans not described in Section 423 of the Code shall be disregarded. If a Participant is precluded by this Subsection (b) from purchasing additional Shares under the Plan, then his or her employee contributions shall automatically be discontinued and shall resume at the beginning of the earliest Offering Period ending in the next calendar year (if he or she then is an Eligible Employee).

SECTION 10 Rights Not Transferable.

The rights of any Participant under the Plan, or any Participant's interest in any Shares or moneys to which he or she may be entitled under the Plan, shall not be transferable by voluntary or involuntary assignment or by operation of law or in any other manner, other than by the laws of descent and distribution. If a Participant in any manner attempts to transfer, assign, or otherwise encumber his or her rights or interest under the Plan, other than by the laws of descent and distribution, then such act shall be treated as an election by the Participant to withdraw from the Plan under Section 6(a).

SECTION 11 No Rights as An Employee.

Nothing in the Plan or in any right granted under the Plan shall confer upon the Participant any right to continue in the employ of a Participating Company for any period of specific duration or interfere with or otherwise restrict in any way the rights of the Participating Companies or of the Participant, which rights are hereby expressly reserved by each, to terminate his or her employment at any time and for any reason, with or without cause.

SECTION 12 No Rights as A Shareholder.

A Participant shall have no rights as a shareholder with respect to any Shares that he or she may have a right to purchase under the Plan until such shares have been purchased on the applicable Purchase Date.

SECTION 13 Securities Law Requirements.

Shares shall not be issued under the Plan, unless the issuance and delivery of such shares comply with (or are exempt from) all applicable requirements of law, including (without limitation) the Securities Act of 1933, as amended, the rules and regulations promulgated thereunder, domestic and foreign securities laws and regulations, and the regulations of any stock exchange or other securities market on which the Company's securities may then be traded.

SECTION 14 Shares Offered Under the Plan.

(a) Authorized Shares. The maximum aggregate number of Shares available for purchase under the Plan is 7,789,571 shares. The aggregate number of Shares available for purchase under the Plan (and the limit in clause ii to the annual increase thereto) shall at all times be subject to adjustment pursuant to Section 14(b).

(b) Antidilution Adjustments. The aggregate number of Shares offered under the Plan, the individual and aggregate Participant share limitations described in Section 8(c), and the price of Shares that any Participant has elected to purchase shall be adjusted proportionately by the Committee in the event of any change in the number of issued Shares (or issuance of shares, other than ordinary shares) by reason of any forward or reverse share split, subdivision, or consolidation, or share dividend or bonus issue, recapitalization, reclassification, merger, amalgamation, consolidation, split-up, spin-off, reorganization, combination, exchange of Shares, the issuance of warrants or other rights to purchase Shares or other securities, or any other change in corporate structure or in the event of any extraordinary distribution (whether in the form of cash, Shares, other securities, or other property).

(c) Reorganizations. Any other provision of the Plan notwithstanding, in the event of a Corporate Reorganization in which the Plan is not assumed by the surviving corporation or its parent corporation pursuant to the applicable plan of merger or consolidation, the Offering Period then in progress shall terminate immediately prior to the effective time of such Corporate Reorganization and either shares shall be purchased pursuant to Section 8 or, if so determined by the Board or Committee, all amounts in all Participant Plan Accounts shall be refunded pursuant to Section 15 without any purchase of shares. The Plan shall in no event be construed to restrict in any way the Company's right to undertake a dissolution, liquidation, merger, consolidation, or other reorganization.

SECTION 15 Amendment or Discontinuance.

The Board or Committee shall have the right to amend, suspend, or terminate the Plan at any time and without notice. Upon any such amendment, suspension, or termination of the Plan during an Offering Period, the Board or Committee may in its discretion determine that the applicable Offering shall immediately terminate and that all amounts in the Participant Plan Accounts shall be carried forward into a payroll deduction account for each Participant under a successor plan, if any, or promptly refunded to each Participant. Except as provided in Section 14, any increase in the aggregate number of Shares to be issued under the Plan shall be subject to approval by a vote of the shareholders of the Company. In addition, any other amendment of the Plan shall be subject to approval by a vote of the shareholders of the Company, to the extent required by an applicable law or regulation. The Plan shall continue until the earlier to occur of (a) termination of the Plan pursuant to this Section 15 or (b) issuance of all of the shares reserved for issuance under the Plan.

SECTION 16 Governing Law.

The Plan shall be governed by the laws of New South Wales, Australia, without application of the conflicts of law principles thereof.

SECTION 17 Execution.

To record the adoption of the Plan by the Board, the Company has caused its authorized officer to execute the same.

CENNTRO ELECTRIC GROUP LIMITED

By: /s/ Peter Z. Wang
Name: Peter Z. Wang
Title: Chief Executive Officer
Date: December 30, 2021

Exhibit 10.7

CENNTRO ELECTRIC GROUP LIMITED

AMENDED AND RESTATED 2016 INCENTIVE STOCK OPTION PLAN

This **CENNTRO ELECTRIC GROUP LIMITED AMENDED AND RESTATED 2016 INCENTIVE STOCK OPTION PLAN** (the "**Plan**") is designed to retain directors, executives and selected employees and consultants and reward them for making major contributions to the success of the Company. These objectives are accomplished by making long-term incentive awards under the Plan thereby providing Participants with a proprietary interest in the growth and performance of the Company.

The Plan was first duly adopted and approved by the Board of Directors of Cenntro Automotive Group Limited, a Cayman Islands company limited by shares ("**CAG**"), and a majority of its shareholders on February 10, 2016 and was subsequently amended by the Board of Directors of CAG on April 17, 2018. On December 30, 2021, CAG completed a corporate transaction pursuant to which the Plan, the individual Grant Agreements thereunder and the Options outstanding on the date of such corporate transaction were assumed by the Company and the Plan was amended and restated in connection with such corporate transaction, in each case subject to adjustment in connection with, or as a result of, such corporate transaction (the "**Transaction**").

1. Definitions.

(a) "**Board**" – The Board of Directors of the Company.

(b) "**Code**" – The Internal Revenue Code of 1986, as amended from time to time.

(c) "**Committee**" – The Compensation Committee of the Company's Board, or such other committee of the Board that is designated by the Board to administer the Plan, composed of not less than two (2) members of the Board all of whom are disinterested persons, as contemplated by Rule 16b-3 ("**Rule 16b-3**") promulgated under the Exchange Act.

(d) "**Company**" – Cenntro Electric Group Limited (ACN 619 054 938), an Australian company, and its subsidiaries, including subsidiaries of subsidiaries.

(e) "**Exchange Act**" – The Securities Exchange Act of 1934, as amended from time to time.

(f) "**Fair Market Value**" – The fair market value of the Company's issued and outstanding Share as determined in good faith by the Board or Committee.

(g) "**Grant**" – The grant of any form of stock option, share award, or share purchase offer, whether granted singly, in combination or in tandem, to a Participant pursuant to such terms, conditions and limitations as the Committee may establish in order to fulfill the objectives of the Plan.

(h) "**Grant Agreement**" – An agreement between the Company and a Participant that sets forth the terms, conditions and limitations applicable to a Grant.

(i) "**Option**" – A nonstatutory option to purchase the Company's Share that is awarded to a Participant under the Plan. A Participant who receives an award of an Option shall be referred to as an "Optionee."

(j) "**Participant**" – A director, officer, employee or consultant of the Company to whom an award has been made under the Plan.

(k) "**Restricted Share Purchase Offer**" – A Grant of the right to purchase a specified number of Shares *pursuant* to a written agreement issued under the Plan.

(l) "**Securities Act**" – The Securities Act of 1933, as amended from time to time.

(m) "**Share**" – Authorized and issued or unissued ordinary shares of the Company.

(n) "**Stock Award**" – A grant made under the Plan in shares or denominated in units of shares for which the Participant is not obligated to pay additional consideration.

2. Administration.

The Plan shall be administered by the Board, provided, however, that the Board may delegate such administration to the Committee. Subject to the provisions of the Plan and to compliance with any applicable laws, rules or regulations, the Board and/or the Committee shall have authority to (a) grant, in its discretion, Options, Share Awards or Restricted Share Purchase Offers; (b) determine in good faith the Fair Market Value of the Shares covered by any Grant; (c) determine which eligible persons shall receive Grants and the number of shares, restrictions, terms and conditions to be included in such Grants; (d) construe and interpret the Plan; (e) promulgate, amend and rescind rules and regulations relating to its administration, and correct defects, omissions and inconsistencies in the Plan or any Grant; (f) consistent with the Plan and with the consent of the Participant, as appropriate, amend any outstanding Grant or amend the exercise date or dates thereof; (g) determine the duration and purpose of leaves of absence which may be granted to Participants without constituting termination of their employment for the purpose of the Plan or any Grant; and (h) make all other determinations necessary or advisable for the Plan's administration. The interpretation and construction by the Board or the Committee of any provisions of the Plan or selection of Participants shall be conclusive and final. No member of the Board or the Committee shall be liable for any action or determination made in good faith with respect to the Plan or any Grant made thereunder.

3. Eligibility.

The persons who shall be eligible to receive Grants shall be directors, officers, employees or consultants to the Company. The term consultant shall mean any person, other than an employee, who is engaged by the Company to render services and is compensated for such services. An Optionee may hold more than one Option. Any issuance of a Grant to an officer or director of the Company subsequent to the first registration of any of the securities of the Company under the Exchange Act shall comply with the requirements of Rule 16b-3.

4. Shares.

(a) Authorized Shares: Shares subject to Grants may be unissued Shares.

(b) Number of Shares: Subject to adjustment as provided in Section 5(i) of the Plan, the total number of Shares which may be purchased or granted directly by Options, Share Awards or Restricted Share Purchase Offers, or purchased indirectly through exercise of Options granted under the Plan, shall not exceed 24,624,157, subject to adjustment in connection with, or as a result of, the Transaction. If any Grant shall for any reason terminate or expire, any shares allocated thereto but remaining unpurchased upon such expiration or termination shall again be available for Grants with respect thereto under the Plan as though no Grant had previously occurred with respect to such shares. Any Shares issued pursuant to a Grant and repurchased pursuant to the terms thereof shall be available for future Grants as though not previously covered by a Grant.

(c) Reservation of Shares: If permitted under applicable laws, rules or regulations, the Company shall reserve and keep available at all times during the term of the Plan such number of shares as shall be sufficient to satisfy the requirements of the Plan. If, after reasonable efforts, which efforts shall not include the registration of the Plan or Grants under the Securities Act, the Company is unable to obtain authority from any applicable regulatory body, which authorization is deemed necessary by legal counsel for the Company for the lawful issuance of shares hereunder, the Company shall be relieved of any liability with respect to its failure to issue and sell the shares for which such requisite authority was so deemed necessary unless and until such authority is obtained.

(d) Application of Funds: The proceeds received by the Company from the sale of Shares pursuant to the exercise of Options or rights under Share Purchase Agreements will be used for general corporate purposes.

(e) No Obligation to Exercise: The issuance of a Grant shall impose no obligation upon the Participant to exercise any rights under such Grant.

5. Terms and Conditions of Options.

Options granted hereunder shall be evidenced by agreements between the Company and the respective Optionees, in such form and substance as the Board or Committee shall from time to time approve. The three forms of a Nonstatutory Stock Option Agreement for employees, for directors and for consultants, attached hereto as Exhibit A-1, Exhibit A-2 and Exhibit A-3, respectively, shall be deemed to be approved by the Board. Option agreements need not be identical, and in each case may include such provisions as the Board or Committee may determine, but all such agreements shall be subject to and limited by the following terms and conditions:

(a) Number of Shares: Each Option shall state the number of shares to which it pertains.

(b) Exercise Price: Each Option shall state the exercise price, which shall be no less than 100% of the Fair Market Value as of the date of grant.

For the purposes of this Section 5(b), the Fair Market Value shall be as determined by the Board in good faith, which determination shall be conclusive and binding; provided, however, that, if there is a public market for such Shares, the Fair Market Value per share shall be the average of the bid and asked prices (or the closing price if such shares are listed on the New York Stock Exchange or NASDAQ on the date of grant of the Option or, if listed on another stock exchange, the closing price on such exchange on such date of grant).

(c) Medium and Time of Payment: The exercise price shall become immediately due upon exercise of the Option and shall be paid in cash or check made payable to the Company. If the Company's outstanding Shares is registered under Section 12(b) or 12(g) of the Exchange Act at the time the Option is exercised, then the exercise price may also be paid as follows:

(i) in Shares held by the Optionee for the requisite period necessary to avoid a charge to the Company's earnings for financial reporting purposes and valued at Fair Market Value on the exercise date, or

(ii) through a special sale and remittance procedure pursuant to which the Optionee shall concurrently provide irrevocable written instructions (a) to a Company designated brokerage firm to effect the immediate sale of the purchased shares and remit to the Company, out of the sale proceeds available on the settlement date, sufficient funds to cover the aggregate exercise price payable for the purchased shares plus all applicable Federal, state and local income and employment taxes required to be withheld by the Company by reason of such purchase and (b) to the Company to deliver the certificates for the purchased shares or uncertificated purchased shares directly to such brokerage firm in order to complete the sale transaction.

At the discretion of the Board and subject to compliance with any applicable laws, rules or regulations, exercisable either at the time of Option grant or of Option exercise, the exercise price may also be paid (x) by Optionee's delivery of a promissory note in form and substance satisfactory to the Company and permissible under relevant securities rules and any applicable laws, rules or regulations and bearing interest at a rate determined by the Board in its sole discretion, but in no event less than the minimum rate of interest required to avoid the imputation of compensation income to the Optionee under the Federal tax laws, or (y) in such other form of consideration permitted by the applicable corporations law as may be acceptable to the Board.

(d) Term and Exercise of Options: Any Option granted to an employee, consultant or director of the Company shall become exercisable over a period of no longer than ten (10) years. Unless otherwise specified by the Board or the Committee in the resolution authorizing such Option, the date of grant of an Option shall be deemed to be the date upon which the Board or the Committee authorizes the granting of such Option. Each Option shall be exercisable to the nearest whole share, in installments or otherwise, as the respective Option agreements may provide. During the lifetime of an Optionee, the Option shall be exercisable only by the Optionee and shall not be assignable or transferable by the Optionee, and no other person shall acquire any rights therein. To the extent not exercised, installments (if more than one) shall accumulate, but shall be exercisable, in whole or in part, only during the period for exercise as stated in the Option agreement, whether or not other installments are then exercisable.

(e) Termination of Status as Employee, Consultant or Director: If Optionee's status as an employee shall terminate for any reason other than Optionee's disability or death, then Optionee (or, if the Optionee shall die after such termination but prior to exercise, Optionee's personal representative or the person entitled to succeed to the Option) shall have the right to exercise the portions of any of Optionee's Options which were exercisable as of the date of such termination, in whole or in part, not less than thirty (30) days nor more than three (3) months after such termination (or, in the event of "*termination for good cause*," as that term is defined in applicable case law related thereto, or by the terms of the Plan or the Option Agreement or an employment agreement, the Option shall automatically terminate as of the termination of employment as to all shares covered by the Option).

With respect to Options granted to employees, directors or consultants, the Board may specify such period for exercise, not less than thirty (30) days after such termination (except that, in the case of "*termination for cause*" or removal of a director, the Option shall automatically terminate as of the termination of employment or services, as to shares covered by the Option, following termination of employment or services, as the Board deems reasonable and appropriate). The Option may be exercised only with respect to installments that the Optionee could have exercised at the date of termination of employment or services. Nothing contained herein or in any Option granted pursuant hereto shall be construed to affect or restrict in any way the right of the Company to terminate the employment or services of an Optionee with or without cause.

(f) Disability of Optionee: If an Optionee is disabled (within the meaning of Section 22(e)(3) of the Code) at the time of termination, the three (3) month period set forth in Section 5(e) shall be a period, as determined by the Board and set forth in the Option, of not less than six (6) months or more than one (1) year after such termination.

(g) Death of Optionee: If an Optionee dies while employed by, engaged as a consultant to, or serving as a Director of the Company, the portion of such Optionee's Option which was exercisable at the date of death may be exercised, in whole or in part, by the estate of the decedent or by a person succeeding to the right to exercise such Option at any time within (i) a period, as determined by the Board and set forth in the Option, of not less than six (6) months or more than one (1) year after Optionee's death, which period shall not be more, in the case of an Option, than the period for exercise following termination of employment or services, or (ii) during the remaining term of the Option, whichever is the lesser. The Option may be so exercised only with respect to installments exercisable at the time of Optionee's death and not previously exercised by the Optionee.

(h) Nontransferability of Option: No Option shall be transferable by the Optionee, except by will or by the laws of descent and distribution.

(i) Recapitalization: Subject to any required action of shareholders, the number of Shares covered by each outstanding Option, and the exercise price per share thereof set forth in each such Option, shall be proportionately adjusted for any increase or decrease in the number of issued Shares of the Company resulting from a share split, share dividend, combination, subdivision or reclassification of shares, or the payment of a share dividend, or any other increase or decrease in the number of such shares affected without receipt of consideration by the Company; provided, however, that the conversion of any convertible securities of the Company shall not be deemed to have been "*effected without receipt of consideration*" by the Company.

In the event of a proposed dissolution or liquidation of the Company, a merger or consolidation in which the Company is not the surviving entity, or a sale of all or substantially all of the assets or capital shares of the Company (collectively, a "**Reorganization**"), unless otherwise provided by the Board, this Option shall terminate immediately prior to such date as is determined by the Board, which date shall be no later than the consummation of such Reorganization. In such event, if the entity which shall be the surviving entity does not tender to Optionee an offer, for which it has no obligation to do so, to substitute for any unexercised Option a stock option or capital shares of such surviving entity, as applicable, which on an equitable basis shall provide the Optionee with substantially the same economic benefit as such unexercised Option, then the Board may grant to such Optionee, in its sole and absolute discretion and without obligation, the right, for a period commencing thirty (30) days prior to and ending immediately prior to the date determined by the Board pursuant hereto for termination of the Option or during the remaining term of the Option, whichever is the lesser, to exercise any unexpired Option or Options without regard to the installment provisions of Section 5(d) of the Plan; provided that any such right granted shall be granted to all Optionees not receiving an offer to receive substitute options on a consistent basis, and provided, further, that any such exercise shall be subject to the consummation of such Reorganization.

Subject to any required action of shareholders, if the Company shall be the surviving entity in any merger or consolidation, each outstanding Option thereafter shall pertain to and apply to the securities to which a holder of Shares equal to the shares subject to the Option would have been entitled by reason of such merger or consolidation.

In the event of a change in the Shares as presently constituted, which is limited to a change of all of its authorized shares without par value into the same number of shares with a par value, the shares resulting from any such change shall be deemed to be the Shares within the meaning of the Plan.

To the extent that the foregoing adjustments relate to shares or securities of the Company, such adjustments shall be made by the Board, whose determination in that respect shall be final, binding and conclusive. Except as expressly provided in this Section 5(i), the Optionee shall have no rights by reason of any subdivision or consolidation of shares of any class or the payment of any share dividend or any other increase or decrease in the number of shares of any class, and the number or price of Shares subject to any Option shall not be affected by, and no adjustment shall be made by reason of, any dissolution, liquidation, merger, consolidation or sale of assets or capital shares, or any issue by the Company of shares of any class or securities convertible into shares of any class.

The Grant of an Option pursuant to the Plan shall not affect in any way the right or power of the Company to make any adjustments, reclassifications, reorganizations or changes in its capital or business structure or to merge, consolidate, dissolve, or liquidate or to sell or transfer all or any part of its business or assets.

(j) Rights as a Shareholder: An Optionee shall have no rights as a shareholder with respect to any shares covered by an Option until the effective date of the issuance of the shares following exercise of such Option by Optionee. No adjustment shall be made for dividends (ordinary or extraordinary, whether in cash, securities or other property) or distributions or other rights for which the record date is prior to the date such share certificate is issued, except as expressly provided in Section 5(i) hereof.

(k) Modification, Acceleration, Extension, and Renewal of Options: Subject to the terms and conditions and within the limitations of the Plan, the Board may modify an Option, or, once an Option is exercisable, accelerate the rate at which it may be exercised, and may extend or renew outstanding Options granted under the Plan or accept the surrender of outstanding Options (to the extent not theretofore exercised) and authorize the granting of new Options in substitution for such Options. Notwithstanding the provisions of this Section 5(k), however, no modification of an Option shall, without the consent of the Optionee, alter to the Optionee's detriment or impair any rights or obligations under any Option theretofore granted under the Plan.

(l) Exercise Before Exercise Date: At the discretion of the Board, the Option may, but need not, include a provision whereby the Optionee may elect to exercise all or any portion of the Option prior to the stated exercise date of the Option or any installment thereof. Any shares so purchased prior to the stated exercise date shall be subject to repurchase by the Company upon termination of Optionee's employment as contemplated by Section 5(n) hereof prior to the exercise date stated in the Option and such other restrictions and conditions as the Board or Committee may deem advisable.

(m) Other Provisions: The Option agreements authorized under the Plan shall contain such other provisions, including, without limitation, restrictions upon the exercise of the Options, as the Board or the Committee shall deem advisable. Shares shall not be issued pursuant to the exercise of an Option if the exercise of such Option or the issuance of shares thereunder would violate, in the opinion of legal counsel for the Company, the provisions of any applicable law or the rules or regulations of any applicable domestic or foreign governmental or administrative agency or body, such as the Code, the Securities Act, the Exchange Act, and the rules promulgated under the foregoing or the rules and regulations of any exchange upon which the shares of the Company are listed. Without limiting the generality of the foregoing, the exercise of each Option shall be subject to the condition that, if at any time the Company shall determine that (i) the satisfaction of withholding tax or other similar liabilities, or (ii) the listing, registration or qualification of any shares covered by such exercise upon any securities exchange or under any state or federal law, or (iii) the consent or approval of any regulatory body, or (iv) the perfection of any exemption from any such withholding, listing, registration, qualification, consent or approval is necessary or desirable in connection with such exercise or the issuance of shares thereunder, then in any such event, such exercise shall not be effective, unless such withholding, listing registration, qualification, consent, approval or exemption shall have been effected, obtained or perfected free of any conditions not acceptable to the Company. Notwithstanding anything to the contrary contained herein or in any of the Grant Agreements, for Optionees located outside of the United States, the Company may terminate any Options held by such Participants and pay to such Participants an amount in cash equal to the Fair Market Value of the shares to be issued upon exercise of such Options, less the applicable exercise price and withholding taxes in respect of such Options.

(n) Repurchase Agreement: Prior to an underwritten public offering pursuant to an effective registration statement under the Securities Act covering the offer and sale by the Company of its equity securities, the Board may, in its discretion, require as a condition to the Grant of an Option hereunder, that an Optionee execute an agreement with the Company, in form and substance satisfactory to the Board in its discretion ("**Repurchase Agreement**"); provided that such requirement shall not apply following the Transaction, (i) restricting the Optionee's right to transfer shares purchased under such Option without first offering such shares to the Company or another shareholder of the Company upon the same terms and conditions as provided therein; and (ii) providing that, upon termination of Optionee's employment with the Company for any reason, the Company (or another shareholder of the Company, as provided in the Repurchase Agreement) shall have the right at its discretion (or the discretion of such other shareholders) to purchase and/or redeem all such shares owned by the Optionee on the date of termination of his or her employment at a price equal to: (A) the fair value of such shares as of such date of termination; or (B) if such repurchase right lapses at 20% of the number of shares per year, the original purchase price of such shares; provided that, in the case of Options or Share Awards granted to officers, directors, consultants or affiliates of the Company, such repurchase provisions may be subject to additional or greater restrictions as determined by the Board or Committee.

6. Share Awards and Restricted Share Purchase Offers.

(a) Types of Grants.

(i) Share Award: All or part of any Share Award under the Plan may be subject to conditions established by the Board or the Committee, and set forth in the Share Award Agreement, which may include, but are not limited to, continuous service with the Company, achievement of specific business objectives, increases in specified indices, attaining growth rates and other comparable measurements of Company performance. Such Share Awards may be based on Fair Market Value or other specified valuation. All Share Awards will be made pursuant to the execution of a Share Award Agreement substantially in the form attached hereto as Exhibit B.

(ii) Restricted Share Purchase Offer: A Grant of a Restricted Share Purchase Offer under the Plan shall be subject to such (a) vesting contingencies related to the Participant's continued association with the Company for a specified time, and (b) other specified conditions as the Board or Committee shall determine, in their sole discretion, consistent with the provisions of the Plan. All Restricted Share Purchase Offers shall be made pursuant to a Restricted Share Purchase Offer substantially in the form attached hereto as Exhibit C.

(b) Conditions and Restrictions: Shares which Participants may receive as a Share Award under a Share Award Agreement or Restricted Share Purchase Offer under a Restricted Share Purchase Offer may include such restrictions as the Board or Committee, as applicable, shall determine, including restrictions on transfer, repurchase rights, right of first refusal, and forfeiture provisions. Further, with Board or Committee approval, Share Awards or Restricted Share Purchase Offers may be deferred, either in the form of installments or a future lump sum distribution. The Board or Committee may permit selected Participants to elect to defer distributions of Share Awards or Restricted Share Purchase Offers in accordance with procedures established by the Board or Committee to assure that such deferrals comply with applicable requirements of the Code, including, at the choice of Participants, the capability to make further deferrals for distribution after retirement. Any deferred distribution, whether elected by the Participant or specified by the Share Award Agreement, Restricted Share Purchase Offer or by the Board or Committee, may require the payment be forfeited in accordance with the provisions of Section 6(c). Dividends or dividend equivalent rights may be extended to and made part of any Share Award or Restricted Share Purchase Offer denominated in Shares or units of Shares, subject to such terms, conditions and restrictions as the Board or Committee may establish.

(c) Cancellation and Rescission of Grants: Unless the Share Award Agreement or Restricted Share Purchase Offer specifies otherwise, the Board or Committee, as applicable, may, subject to compliance with any applicable laws, rules or regulations, cancel any unexpired, unpaid, or deferred Grants at any time if the Participant is not in compliance with all other applicable provisions of the Share Award Agreement or Restricted Share Purchase Offer, the Plan and with the following conditions:

(i) A Participant shall not render services for any organization or engage directly or indirectly in any business which, in the judgment of the chief executive officer of the Company or other senior officer designated by the Board or Committee, is or becomes competitive with the Company, or which organization or business, or the rendering of services to such organization or business, is or becomes otherwise prejudicial to or in conflict with the interests of the Company. For Participants whose employment has terminated, the judgment of the chief executive officer shall be based on the Participant's position and responsibilities while employed by the Company, the Participant's post-employment responsibilities and position with the other organization or business, the extent of past, current and potential competition or conflict between the Company and the other organization or business, the effect on the Company's customers, suppliers and competitors and such other considerations as are deemed relevant given the applicable facts and circumstances. A Participant who has retired shall be free, however, to purchase as an investment or otherwise, shares or other securities of such organization or business, so long as they are listed upon a recognized securities exchange or traded over-the-counter and such investment does not represent a substantial investment to the Participant or a greater than ten percent (10%) equity interest in the organization or business.

(ii) A Participant shall not, without prior written authorization from the Company, disclose to anyone outside the Company, or use in, other than the Company's business, any confidential information or material, as defined in the Company's Proprietary Information and Invention Agreement or similar agreement regarding confidential information and intellectual property, relating to the business of the Company, acquired by the Participant either during or after employment with the Company.

(iii) A Participant, pursuant to the Company's Proprietary Information and Invention Agreement or similar agreement, shall disclose promptly and assign to the Company all right, title and interest in any invention or idea, patentable or not, made or conceived by the Participant during employment by the Company, relating in any manner to the actual or anticipated business, research or development work of the Company and shall do anything reasonably necessary to enable the Company to secure a patent where appropriate in the United States and in foreign countries.

(iv) Upon exercise, payment or delivery pursuant to a Grant, the Participant shall certify on a form acceptable to the Committee that he or she is in compliance with the terms and conditions of the Plan. Failure to comply with all of the provisions of this Section 6(c) prior to, or during the six (6) months after, any exercise, payment or delivery pursuant to a Grant shall cause such exercise, payment or delivery to be rescinded. The Company shall notify the Participant in writing of any such rescission within two (2) years after such exercise, payment or delivery. Within ten (10) days after receiving such a notice from the Company, the Participant shall pay to the Company the amount of any gain realized or payment received as a result of the rescinded exercise, payment or delivery pursuant to a Grant. Such payment shall be made either in cash or by returning to the Company the number of Shares that the Participant received in connection with the rescinded exercise, payment or delivery.

(d) Nonassignability:

(i) Except pursuant to Section 6(e)(iii) and except as set forth in Section 6(d)(ii), no Grant or any other benefit under the Plan shall be assignable or transferable to, or payable to or exercisable by, anyone other than the Participant to whom it was granted.

(ii) Where a Participant terminates employment and retains a Grant pursuant to Section 6(e)(ii) in order to assume a position with a governmental, charitable or educational institution, the Board or Committee, in its discretion and to the extent permitted by law, may authorize a third party (including but not limited to the trustee of a "blind" trust), acceptable to the applicable governmental or institutional authorities, the Participant and the Board or Committee, to act on behalf of the Participant with regard to such Grant.

(e) Termination of Employment: If the employment or service to the Company of a Participant terminates, other than pursuant to any of the following provisions under this Section 6(e), all unexercised, deferred and unpaid Share Awards or Restricted Share Purchase Offers shall be cancelled immediately, unless the Share Award Agreement or Restricted Share Purchase Offer provides otherwise:

(i) Retirement Under a Company Retirement Plan. When a Participant's employment terminates as a result of retirement in accordance with the terms of a Company retirement plan, the Board or Committee may permit Share Awards or Restricted Share Purchase Offers to continue in effect beyond the date of retirement in accordance with the applicable Grant Agreement and the exercisability and vesting of any such Grants may be accelerated.

(ii) Rights in the Best Interests of the Company. When a Participant resigns from the Company and, in the judgment of the Board or Committee, the acceleration and/or continuation of outstanding Share Awards or Restricted Share Purchase Offers would be in the best interests of the Company, the Board or Committee may (i) authorize, where appropriate, the acceleration and/or continuation of all or any part of Grants issued prior to such termination and (ii) permit the exercise, vesting and payment of such Grants for such period as may be set forth in the applicable Grant Agreement, subject to earlier cancellation pursuant to Section 8 or at such time as the Board or Committee shall deem the continuation of all or any part of the Participant's Grants are not in the Company's best interest.

(iii) Death or Disability of a Participant.

(1) In the event of a Participant's death, the Participant's estate or beneficiaries shall have a period up to the expiration date specified in the Grant Agreement within which to receive or exercise any outstanding Grant held by the Participant under such terms as may be specified in the applicable Grant Agreement. Rights to any such outstanding Grants shall pass by will or the laws of descent and distribution in the following order: (a) to beneficiaries so designated by the Participant; if none, then (b) to a legal representative of the Participant; if none, then (c) to the persons entitled thereto, as determined by a court of competent jurisdiction. Grants so passing shall be made at such times and in such manner as if the Participant were living.

(2) In the event a Participant is deemed by the Board or Committee to be unable to perform his or her usual duties by reason of mental disorder or medical condition which does not result from facts which would be grounds for termination for cause, Grants and rights to any such Grants may be paid to or exercised by the Participant, if legally competent, or a committee or other legally designated guardian or representative, if the Participant is legally incompetent by virtue of such disability.

(3) After the death or disability of a Participant, the Board or Committee may in its sole discretion at any time (a) terminate restrictions in Grant Agreements; (b) accelerate any or all installments and rights; and (c) instruct the Company to pay the total of any accelerated payments in a lump sum to the Participant or the Participant's estate, beneficiaries or representative; notwithstanding that, in the absence of such termination of restrictions or acceleration of payments, any or all of the payments due under the Grant might ultimately have become payable to other beneficiaries.

(4) In the event of uncertainty as to interpretation of or controversies concerning this Section 6, the determinations of the Board or Committee, as applicable, shall be binding and conclusive.

7. Investment Intent.

All Grants under the Plan are intended to be exempt from registration under the Securities Act provided by Rule 701 thereunder or, if not available, Section 4(2) of the Securities Act. Unless and until the granting of Options or sale and issuance of Shares subject to the Plan are registered under the Securities Act or shall be exempt pursuant to the rules promulgated thereunder, each Grant under the Plan shall provide that the purchases or other acquisitions of Shares thereunder shall be for investment purposes and not with a view to, or for resale in connection with, any distribution thereof. Further, unless the issuance and sale of the Shares have been registered under the Securities Act, each Grant shall provide that no shares shall be purchased upon the exercise of the rights under such Grant unless and until (a) all then applicable requirements of state and federal laws and regulatory agencies shall have been fully complied with to the satisfaction of the Company and its counsel, and (b) if requested to do so by the Company, the person exercising the rights under the Grant shall (i) give written assurances as to knowledge and experience of such person (or a representative employed by such person) in financial and business matters and the ability of such person (or representative) to evaluate the merits and risks of exercising the Option, and (ii) execute and deliver to the Company a letter of investment intent and/or such other form related to applicable exemptions from registration, all in such form and substance as the Company may require. If shares are issued upon exercise of any rights under a Grant without registration under the Securities Act, subsequent registration of such shares shall relieve the purchaser thereof of any investment restrictions or representations made upon the exercise of such rights.

8. Amendment, Modification, Suspension or Discontinuance of the Plan.

The Board may, insofar as permitted by law, from time to time, with respect to any shares at the time not subject to outstanding Grants, suspend or terminate the Plan or revise or amend it in any respect whatsoever, except that, without the approval of the shareholders of the Company, no such revision or amendment shall (a) increase the number of shares subject to the Plan, (b) decrease the price at which Grants may be granted, (c) materially increase the benefits to Participants, or (d) change the class of persons eligible to receive Grants under the Plan; provided, however, that no such action shall alter or impair the rights and obligations under any Option, or Share Award, or Restricted Share Purchase Offer outstanding as of the date thereof without the written consent of the Participant thereunder. No Grant may be issued while the Plan is suspended or after it is terminated, but the rights and obligations under any Grant issued while the Plan is in effect shall not be impaired by suspension or termination of the Plan.

In the event of any change in the outstanding Shares by reason of a share split, share dividend, combination or reclassification of shares, recapitalization, merger, or similar event, the Board or the Committee may adjust proportionally (a) the number of Shares (i) reserved under the Plan, (ii) available for Options and (iii) covered by outstanding Share Awards or Restricted Share Purchase Offers; (b) the Share prices related to outstanding Grants; and (c) the appropriate Fair Market Value and other price determinations for such Grants. In the event of any other change affecting the Shares or any distribution (other than normal cash dividends) to holders of Shares, such adjustments as may be deemed equitable by the Board or the Committee, including adjustments to avoid fractional shares, shall be made to give proper effect to such event. In the event of a corporate merger, consolidation, acquisition of property or shares, separation, reorganization or liquidation, the Board or the Committee shall be authorized to issue or assume stock options, whether or not in a transaction to which Section 424(a) of the Code applies, and other Grants by means of substitution of new Grant Agreements for previously issued Grants or an assumption of previously issued Grants.

9. Tax Withholding.

The Company shall have the right to deduct applicable taxes from any Grant payment and withhold, at the time of delivery or exercise of Options, Share Awards and Restricted Share Purchase Offers and vesting of shares under such Grants, an appropriate number of shares for payment of taxes required by law or to take such other action as may be necessary in the opinion of the Company to satisfy all obligations for withholding of such taxes. If Shares are used to satisfy tax withholding, such shares shall be valued based on the Fair Market Value when the tax withholding is required to be made.

10. Availability of Information.

During the term of the Plan and any additional period during which a Grant granted pursuant to the Plan shall be exercisable, the Company shall make available such financial and other information regarding the Company as is required by applicable law to be furnished in an annual report to the shareholders of the Company.

11. Notice.

Any written notice to the Company required by any of the provisions of the Plan shall be addressed to the chief personnel officer or to the chief executive officer of the Company, and shall become effective when it is received by the office of the chief personnel officer or the chief executive officer.

12. Indemnification of Board.

In addition to such other rights or indemnifications as they may have as directors or otherwise, and to the extent allowed by applicable law, the members of the Board and the Committee shall be indemnified by the Company against the reasonable expenses, including attorneys' fees, actually and necessarily incurred in connection with the defense of any claim, action, suit or proceeding, or in connection with any appeal thereof, to which they or any of them may be a party by reason of any action taken, or failure to act, under or in connection with the Plan or any Grant granted thereunder, and against all amounts paid by them in settlement thereof (provided that such settlement is approved in writing and in advance by independent legal counsel selected by the Company); provided that such member acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Company and the member involved shall promptly notify the Company, in writing, of his or her request for indemnification.

13. Governing Law.

The Plan and all determinations made and actions taken pursuant hereto, shall be governed by the laws of New South Wales, Australia and shall be construed accordingly.

Any action required to be taken under this Plan will be subject to compliance with any applicable laws, rules or regulations.

14. Effective and Termination Dates.

The Plan shall become effective on the date it is approved by the holders of a majority of the Shares then outstanding. The Plan shall terminate ten (10) years later, subject to earlier termination by the Board pursuant to Section 8.

[SIGNATURE PAGE TO FOLLOW]

The foregoing Amended and Restated 2016 Incentive Stock Option Plan was duly adopted and approved by the Board on December 30, 2021.

CENNTRO ELECTRIC GROUP LIMITED,
an Australian company

By: /s/ Peter Z. Wang
Name: Peter Z. Wang
Title: Chief Executive Officer

Exhibit 10.8

Facility Lease Agreement

Party A: Huzhou South Taihu Lake Industrial Cluster Changxing Branch Administrative Committee (hereinafter referred to as "Party A")

Party B: CENNTRO Automotive Group Limited (hereinafter referred to as "Party B")

In accordance with the *Contract Law of the People's Republic of China* and relevant regulations, in order to specify the rights and obligations of the lessor and the lessee (hereinafter referred to as "Party A" and "Party B"), Party A and Party have fully negotiated and agreed with each other, and entered into this Lease Agreement as follows:

Article 1 Subject of the Lease

Party A will lease part of the facility of Changxing Dadi New Type Material Co., Ltd., located at Laohudong Village, Lijiaxiang Town, Changxing County with an area of about 15,400 m^2 (including the yellow color steel structure with an area of 1,000 m^2) to Party B for the settlement and production of enterprise introduced by Party B.

Article 2 Lease Term

The lease term is three years, beginning from April 1, 2021 to March 31, 2024. Upon the expiry of the lease term, if Party B wishes to renew the lease, Party B shall have the right of first refusal under equal conditions.

Article 3 Rental and Payment Term

1. **Rental**: The rental is calculated at the rate of RMB 17/m^2/month, and the annual rental is RMB 3,141,600 (the capital form of a Chinese numeral: RMB Three Million One Hundred and Forty-one Thousand and Six Hundred), which shall be payable annually in advance. Party B shall pay a deposit of RMB 500,000 within 3 working days after the date hereof (which shall be refunded at the end of the lease term without interest). The rental of the first year shall be paid up in a lump sum by February 28, 2021. The rental for the second year and third year shall be paid semiannually in advance.

2. **Utilities expense**: The utilities expense incurred during the lease term shall be paid by Party B, which is irrelevant to Party A.

Article 4 Delivery of Facility

Considering the actual production needs of Party B, through negotiations of both parties, Party A agrees to deliver the facility and complete the following renovations by February 28, 2021:

1. The interior walls of the first floor and the second floor shall be painted white and the first floor and the second floor shall be supplied with water and electricity;
2. A ceiling shall be added at the corridor of the two buildings and a 5-ton bridge crane shall be installed (the ceiling shall be completed and delivered to Party B by March 31, 2021; if it is not completed on schedule, the yellow color steel structure shall be delivered for use);
3. Road surface hardening of the 200-meter test track shall be completed;
4. Decoration of the toilets of first floor and the second floor shall be completed;
5. Parking lot terrace and backfilling project shall be completed;
6. The integrity of existing fire-fighting facilities and equipment shall be maintained;
7. Party A shall guarantee Party B's matters related to production, life etc. will be legitimate and normal.

Article 5: Relocation Allowance

In order to expediate the commercialization of the project, through negotiations, Party A shall grant a one-time allowance of RMB 300,000 for Party B's equipment relocation within 10 working days after the arrival and debugging of Party B's production equipment.

Article 6: Mutual Agreement

In order to meet the needs of production by Party B, if Party B needs to renovate the facility during the lease term, Party B shall notify Party A in advance and is entitled to start the renovation upon the approval by Party A. Party B shall restore the facility at the end of the lease term, unless otherwise agreed by both parties.

Article 7: Termination

Both parties are entitled to terminate this Agreement with consensus through the negotiation.

Party A is entitled to terminate this Agreement and take back the facility and request Party B to bear the liability for breach of the agreement if any enterprise introduced by Party B is under any of the following situations:

(1) Sublease the leased premises without approval;

(2) Construct buildings or alter the purpose of the facility without approval;

(3) Engage in production and operations activities that damage social public interests or others' legal rights and interests;

(4) Use the leased premises to engage in illegal activities.

Article 8: Exclusion of Liability

If an impossibility of performance caused by force majeure results in the termination of this agreement and damages, both parties will assume no responsibilities to each other.

Article 9: Dispute Resolution

Any dispute arising out of the performance of this agreement shall be settled by both parties through negotiations. If the dispute cannot be settled through negotiation, both parties agree to submit to the People's Court of Changxing County for litigation.

Article 10: Miscellaneous

1. Safety Precautions. During the lease term, Party B shall supervise and urge the enterprises introduced by Party B to comply with relevant national safety laws and regulations, apply for permits and licenses of fire-fighting, public security, hygiene, environmental protection and other relevant permits and licenses with competent government authorities based on its business needs, fully implement various safety precautions, and timely handle any hidden dangers. In case of any fire control, public security, hygiene, environmental protection or other incidents of any enterprise introduced by Party B during the lease term causing damage to Party A or others' body or property, Party B shall bear the full liability if Party B is to blame for such damages. (A separate fire safety agreement shall be executed by three parties)

2. Issues not covered in this agreement shall be settled by both parties through negotiation. Any supplement agreed by both parties shall be in equal effect to this agreement.

This agreement is made in quadruplicate. Each party holds two copies. This agreement will be in effect after it is signed or sealed by both parties.

Party A: Huzhou South Taihu Lake Industrial Cluster Changxing Branch Administrative Committee (seal)
Authorized representative (signature): /s/ Authorized Representative

Party B: CENNTRO Automotive Group Limited (seal)
Authorized representative (signature): /s/ Authorized Representative

Place: Changxing County, Zhejiang Province
Date:

Exhibit 10.9

EMPLOYMENT AGREEMENT

THIS AGREEMENT is dated as of the 20th day of August, 2017 by and between Cenntro Automotive Group Limited, a Cayman Islands corporation (the "Company"), and, Mr. Peter Zuguang Wang ("Executive").

W I T N E S S E T H:

WHEREAS, the Company is desirous of engaging Mr. Peter Zuguang Wang as its Chief Executive Officer and he is agreeable to being so appointed on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement, the parties agree as follows:

1. Effective Date of Agreement. This Agreement and the obligations of the parties to adhere to the terms and conditions contained herein shall not be deemed effective until (i) the earlier of 30 days from the date of this Agreement, or (ii) the date that the Executive has resolved any prior conflicts with his ability to assume his duties under the terms of this Agreement.

2. Employment and Duties.

(a) Subject to the terms and conditions hereinafter set forth, the Company hereby employs Mr. Peter Zuguang Wang as its Chief Executive Officer. During the Term, as hereinafter defined, Executive shall report to the Company's board of directors. Executive shall also perform such other duties and responsibilities as may be determined by the Company's board of directors, as long as such duties and responsibilities are consistent with those of the Company's Chief Executive Officer.

(b) Unless terminated earlier as provided in Section 5 of this Agreement, this Agreement shall have an initial term (the "Initial Term") commencing as of (i) the earlier of 30 days from the date of this Agreement, or (ii) the date that the Executive has resolved any prior conflicts with his ability to assume his duties under the terms of this Agreement, and expiring on August 19, 2022, and continuing on a year-to-year basis thereafter unless terminated by either party on not less than thirty (30) days notice prior to the expiration of the Initial Term or any one-year extension. The Initial Term and the one-year extensions are collectively referred to as the "Term."

3. Performance. Executive hereby accepts the employment contemplated by this Agreement. During the Term, he shall devote substantially all of his business time to the performance of his duties under this Agreement, and shall perform such duties diligently, in good faith and in a manner consistent with the best interests of the Company.

4. Compensation and Other Benefits.

For his services to the Company during the Term, the Company shall (a) pay Executive an annual salary ("Salary"), and (b) grant to Executive an option ("Option") to purchase the Company's common stock. Executive's Salary and terms of the Option will be discussed and determined separately.

All Salary payments shall be payable in equal monthly installments at the end of each calendar month, as the Company regularly pays its employees in accordance with normal payroll practices.

The Company shall reimburse Executive, upon presentation of proper expense statements, for all authorized, ordinary and necessary out-of-pocket expenses reasonably incurred by Executive during the Term in connection with the performance of his services pursuant to this Agreement hereunder in accordance with the Company's expense reimbursement policy.

5. Termination of Employment.

(a) This Agreement and Executive's employment hereunder shall terminate immediately upon his death.

(b) This Agreement and Executive's employment pursuant to this Agreement, may be terminated by him or the Company on not less than thirty (30) days' written notice in the event of Executive's Disability. The term "Disability" shall mean any illness, disability or incapacity of Executive which prevents him from substantially performing his regular duties for a period of two (2) consecutive months or three (3) months, even though not consecutive, in any twelve (12) month period.

(c) The Company may terminate this Agreement and Executive's employment pursuant to this Agreement for cause with no notice. The term "cause" shall mean:

(i) Repeated failure to perform material instructions from the Company's board of directors and/or Chief Executive Office, provided that such instructions are reasonable and consistent with his duties as set forth in Section 1 of this Agreement or any other failure or refusal by Executive to perform his duties required by said Section 1; provided, however, that Executive shall have received notice from the Board specifying the nature of such failure in reasonable detail and he shall have failed to cure the failure within ten (10) business days after receipt of such notice:

(ii) a breach of Section 6 or 7 of this Agreement;

(iii) a breach of trust whereby Executive obtains personal gain or benefit at the expense of or to the detriment of the Company;

(iv) his use of illegal substances;

(v) his abuse of alcohol continuing after written notice from the board of directors or ;

(vi) any fraudulent or dishonest conduct by Executive or any other conduct by him, which damages the Company or any of its affiliates or their property, business or reputation;

(vii) a conviction of or plea of nolo contendere by Executive of (A) any felony or (B) any other crime involving fraud, theft, embezzlement or use or possession of illegal substances; or

(viii) the admission by Executive of any matters set forth in Section 5(c)(vii) of this Agreement.

(d) Executive's resignation prior to the expiration of the Term, other than for Good Reason shall be treated in the same manner as a termination for cause. The term "Good Reason" shall mean:

(i) Any material breach by the Company of its obligations under this Agreement which are not cured within ten (10) business days after notice from Executive which sets forth in reasonable detail the nature of the breach.

(ii) Any change in Executive's duties such that Executive is no longer the Company's Chief Executive Officer, unless such change was made with his consent.

(iii) Any action on the part of the Company which impairs Executive's ability to exercise his duties as the Company's Chief Executive Officer.

6. Trade Secrets and Proprietary Information. Executive recognizes and acknowledges that the Company, through the expenditure of considerable time and money, has developed and will continue to develop in the future information concerning customers, clients, marketing, products, services, business, research and development activities and operational methods of the Company and its customers or clients, contracts, financial or other data, technical data or any other confidential or proprietary information possessed, owned or used by the Company, the disclosure of which could or does have a material adverse effect on the Company, its business, any business it proposes to engage in, its operations, financial condition or prospects and that the same are confidential and proprietary and considered "confidential information" of the Company for the purposes of this Agreement. In consideration of his employment and engagement as Chief Executive Officer, Executive agrees that he will not, during or after the Term, without the consent of the Company's board of directors, make any disclosure of confidential information now or hereafter possessed by the Company, to any person, partnership, corporation or entity either during or after the term here of, except that nothing in this Agreement shall be construed to prohibit him from using or disclosing such information (a) if such disclosure is necessary in the normal course of the Company's business in accordance with Company policies or instructions or authorization from the board of directors or executive committee, (b) such information shall become public knowledge other than by or as a result of disclosure by a person not having a right to make such disclosure, (c) complying with legal process; provided, that in the event he is required to make disclosure pursuant to legal process, he shall give the Company prompt notice thereof and the opportunity to object to the disclosure, or (d) subsequent to the Term, if such information shall have either (i) been developed by him independent of any of the Company's confidential or proprietary information or (ii) been disclosed to him by a person not subject to a confidentiality agreement with or other obligation of confidentiality to the Company. For the purposes of Sections 6 and 7 of this Agreement, the term "Company" shall include the Company, its parent, its subsidiaries and its affiliates.

7. Covenant Not To Solicit or Compete.

(a) During the period from the date of this Agreement until two (2) years following the date on which Executive's employment is terminated, he will not, directly or indirectly:

(i) Be employed by or otherwise serve (including but not limited to as a director of the board, a founder or co-founder) in any other entities in the industry or business of electric vehicles;

(ii) Persuade or attempt to persuade any person or entity which is or was a customer, client or supplier of the Company to cease doing business with the Company, or to reduce the amount of business it does with the Company (the terms "customer" and "client" as used in this Section 7 to include any potential customer or client to whom the Company submitted bids or proposals, or with whom the Company conducted negotiations, during the term of Executive's employment hereunder or during the twelve (12) months preceding the termination of his employment);

(iii) solicit for himself or any other person or entity other than the Company the business of any person or entity which is a customer or client of the Company, or was a customer or client of the Company within one (1) year prior to the termination of his employment; or

(iv) persuade or attempt to persuade any employee of the Company, or any individual who was an employee of the Company during the two (2) year period prior to the lawful and proper termination of this Agreement, to leave the Company's employ, or to become employed by any person or entity other than the Company.

(b) Executive acknowledges that the restrictive covenants (the "Restrictive Covenants") contained in Sections 6 and 7 of this Agreement are a condition of his employment are reasonable and valid in geographical and temporal scope and in all other respects. If any court determines that any of the Restrictive Covenants, or any part of any of the Restrictive Covenants, is invalid or unenforceable, the remainder of the Restrictive Covenants and parts thereof shall not thereby be affected and shall remain in full force and effect, without regard to the invalid portion. If any court determines that any of the Restrictive Covenants, or any part thereof, is invalid or unenforceable because of the geographic or temporal scope of such provision, such court shall have the power to reduce the geographic or temporal scope of such provision, as the case may be, and, in its reduced form, such provision shall then be enforceable.

8. Miscellaneous.

(a) Executive represents, warrants, covenants and agrees that he has a right to enter into this Agreement, that he is not a party to any agreement or understanding, oral or written, which would prohibit performance of his obligations under this Agreement, and that he will not use in the performance of his obligations hereunder any proprietary information of any other party which he is legally prohibited from using.

(b) This Agreement shall in all respects be construed and interpreted in accordance with, and the rights of the parties shall be governed by, the laws of the State of Delaware applicable to contracts executed and to be performed wholly within such State, without regard to principles of conflicts of laws.

(c) If any term, covenant or condition of this Agreement or the application thereof to any party or circumstance shall, to any extent, be determined to be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to parties or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law, and any court having jurisdiction may reduce the scope of any provision of this Agreement, including the geographic and temporal restrictions set forth in Section 7 of this Agreement, so that it complies with applicable law.

(d) This Agreement constitutes the entire agreement of the Company and Executive as to the subject matter hereof, superseding all prior or contemporaneous written or oral understandings or agreements, including any and all previous employment agreements or understandings, all of which are hereby terminated, with respect to the subject matter covered in this Agreement. This Agreement may not be modified or amended, nor may any right be waived, except by a writing which expressly refers to this Agreement, states that it is intended to be a modification, amendment or waiver and is signed by both parties in the case of a modification or amendment or by the party granting the waiver. No course of conduct or dealing between the parties and no custom or trade usage shall be relied upon to vary the terms of this Agreement. The failure of a party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

(e) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, executors, administrators and permitted assigns.

[The remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CENNTRO AUTOMOTIVE GROUP LIMITED

By: /s/ Peter Zuguang Wang
Peter Zuguang Wang
Chairman

Executive:

/s/ Peter Zuguang Wang
Peter Zuguang Wang

Exhibit 10.10

CENNTRO AUTOMOTIVE GROUP LIMITED
225 Willow Brook Rd. Unit 14
Freehold, NJ 07728 U.S.A.

June 28, 2021

Edmond Cheng
[Address Redacted]

Re: Amended and Restated Offer of Employment

Dear Edmond,

This letter amends and restates the letter from Cenntro Automotive Group Corporation (the "**Company**") to you dated March 26, 2021 (the "**Original Letter**") regarding your appointment as the President and Chief Financial Officer of Cenntro Electric Group, Inc. The terms and conditions of our amended and restated offer are as follows:

1. Term. Your employment commenced on April 1, 2021 and shall be for a term of three (3) years (the "**Initial Term**") and the term shall automatically be extended for successive one (1)-year periods in accordance with the terms of this letter, unless, in either case, the term is terminated by either party with a written notice at least ninety (90) days prior to the end of the then-current term. Notwithstanding the foregoing, any notice of termination for Cause (as defined below) shall be of immediate effect.

2. Duties. You will report to the Chief Executive Officer (the "**CEO**") of the Company and be responsible for leading the Finance function, including the controllership, financial planning and analysis, and reporting. In addition, you will play a leading role in capital formation, corporate development, capital market strategy and investor relations. You will also act strategically and proactively as a member of the Company's management team and perform any general duties that may arise as we build the Company. Of course, as the Company's business evolves, your job responsibilities may also change. During your employment, you will devote your best efforts and your full business time, skill, and attention to your job duties.

3. Salary. The Company will pay you a base salary of $300,000 per year in accordance with the Company's standard payroll practices, in effect from time to time. The Board will review your base salary each year during the term and may increase such amount as it may deem advisable. Your annual base salary will be prorated for any partial years of employment.

4. Signing Bonus. You will be entitled to receive a one-time signing bonus of $100,000 which will be paid one hundred twenty (120) days following your employment.

5. Equity Compensation. Subject to approval of the Board of Directors of the Company (the "**Board**"), if the Company consummates an initial public offering of its shares of common stock, you will be eligible to receive an option to purchase a number of shares equal to 0.75% of the Company' s common stock, calculated on a fully diluted basis immediately prior to the closing of the offering (for avoidance of doubt, without giving effect to the shares of capital stock of the Company issued in the initial public offering), with an exercise price per share equal to the sale price to the public on the date of the pricing of the initial public offering as set forth in the underwriting agreement related thereto. The option will be granted under, and subject to the terms and conditions of, the Company's 2021 Stock Incentive Plan and your individual stock option agreement.

6. Severance. In the event of a termination of your employment by the Company without Cause or by you for Good Reason, subject to your compliance with your covenant in the PIIA (as defined below) and your execution and non-revocation of a release in claims in a form reasonably acceptable to the Company, you shall receive the following severance payments and benefits: (a) continuation of your then-current base salary paid over a six (6)-month period following termination (such period, the "**Base Salary Continuation Period**"), payable in accordance with the Company's standard payroll practices, in effect from time to time, which shall commence payment on the first payroll date following the date on which the Release becomes effective; (b) a pro-rated portion of any annual bonus for the year of termination based on actual performance, which, if earned, shall be paid when other Company bonuses are paid to similarly situated executive officers of the Company, but in no event later than March 15th of the year following the year to which the bonus relates; and (c) healthcare continuation coverage under the Consolidated Omnibus Budget Reconciliation Act (COBRA) during the Base Salary Continuation Period, but in no event for longer than eighteen (18) months. For the avoidance of doubt, if your employment is terminated by the Company with Cause or you resign without Good Reason, you will not be entitled to any of the foregoing severance payments or benefits. For purposes of this Section 5:

"**Cause**" shall mean the occurrence of any of the following: (i) your repeated failure to perform your duties and responsibilities to the Company or any of its affiliates or follow the lawful instructions of the Company's CEO (or, if applicable, the Board) following written notice and fifteen (15) days to cure such failure; (ii) your material violation of any written policy of the Company or any of its affiliates that has been provided to you; (iii) your commission of any act of fraud, embezzlement, or any other material misconduct that has caused or is reasonably expected to result in injury to the Company or any of its affiliates; (iv) your unauthorized use or disclosure of any proprietary information or trade secrets of the Company, any of its affiliates or any other party to whom you owe an obligation of nondisclosure as a result of your relationship with the Company or any of its affiliates; or (v) your breach of any of your material obligations under any written agreement or covenant with the Company, including this letter, following written notice and fifteen (15) days to cure such failure.

"**Good Reason**" shall mean the occurrence of any of the following without your consent: (i) a material change in your reporting relationship such that you are no longer reporting to the Company's CEO; (ii) any material change in salary or bonus or a material adverse change in benefits; (iii) a material reduction in your duties; or (iv) a material breach by the Company of any of its obligations under this letter or any other written agreement between the Company and you. Notwithstanding the foregoing, Good Reason under clause (i), (ii), (iii) or (iv) shall not be deemed to exist unless written notice of termination on account thereof (specifying a termination date no later than fifteen (15) days from the date of such notice) is given by you to the Company no later than thirty (30) days after the time at which you first become or should have become aware of the event or condition purportedly giving rise to Good Reason; and, in such event, the Company shall have forty-five (45) days from the date notice of such a termination is given to cure such event or condition and, if the Company does so, such event or condition shall not constitute Good Reason hereunder, but, if the Company does not cure such event within the forty-five (45)-day period, you must terminate your employment not later than thirty (30) days after the end of such forty-five (45)-day period in order for Good Reason to exist.

7. Employee Benefits. You will be eligible to participate in Company-sponsored benefits, including health benefits, vacation, sick leave, holidays, and other benefits that the Company may offer to similarly situated employees from time to time. Your eligibility to receive such benefits will be subject in each case to the generally applicable terms and conditions for the benefits in question and to the determinations of any person or committee administering such benefits. The Company may from time to time, in its sole discretion, amend or terminate the benefits available to you and the Company's other employees. You will be covered by worker's compensation insurance, state disability insurance, and other governmental benefit programs as required by state law.

8. Confidentiality Agreement. As a condition of your continued employment, you will be required to promptly sign the Company's standard Employee's Proprietary Information and Inventions and Non-Competition Agreement ("**PIIA**").

9. Taxes. All forms of compensation referred to in this letter are subject to reduction to reflect applicable withholding and payroll taxes and all other deductions required by law. You acknowledge that the Company does not have a duty to design its compensation policies in a manner that minimizes your tax liabilities, and you hereby agree not make any claim against the Company or the Board related to tax liabilities arising from your compensation.

10. No Conflicting Obligations. By execution of this letter, you represent and warrant that the performance of your duties does not and will not breach any agreement you have entered, or will enter into, with any other party. You agree not to enter into any written or oral agreement that conflicts with this letter.

11. Governing Law. The terms of this letter and the resolution of any dispute as to the meaning, effect, performance, or validity of this letter or arising out of, related to, or in any way connected with this letter, your employment with the Company (or termination thereof), or any other relationship between you and the Company (a "**Dispute**") will be governed by the laws of the State of Delaware, without giving effect to the principles of conflict of laws. To the extent not subject to arbitration as described below, you and the Company consent to a location that is convenient to both parties.

12. Arbitration. Except as prohibited by law, you agree that any Dispute between you and the Company (or between you and any officer, director, employee, agent, or affiliate of the Company, each of whom is hereby designated a third-party beneficiary of this letter regarding arbitration), will be resolved through binding arbitration in Monmouth, County, New Jersey or another agreed upon venue convenient to both parties under the rules of the American Arbitration Association. Nothing in this arbitration provision is intended to limit any right you may have to file a charge with or obtain relief from the National Labor Relations Board or any other state or federal agency. You agree that such arbitration shall be conducted on an individual basis only, not a class, collective, or representative basis, and you hereby waive any right to bring class-wide , collective, or representative claims before any arbitrator or in any forum. THE PARTIES HERETO UNDERSTAND THAT BY AGREEING TO ARBITRATE DISPUTES THEY ARE WAIVING ANY RIGHT THEY MIGHT OTHERWISE HAVE TO A JURY TRIAL. This arbitration provision is not intended to modify or limit substantive rights or the remedies available e to the parties hereto, including the right to seek interim relief, such as injunction or attachment, through judicial process, which shall not be deemed a waiver of the right to demand and obtain arbitration. In the event an action is brought related to or arising from this letter, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred in such action, including attorney's fees and expenses.

13. Corporate Reorganization. The Company intends to consummate a corporate reorganization immediately prior to the consummation of an initial public offering in order to spinoff the Company's city delivery business in China from its international electric commercial vehicle business. Pursuant to the corporate reorganization, the Company will contribute all of the issued and outstanding shares of Cenntro Automotive Group Limited, a Hong Kong corporation, and Cenntro Automotive Corporation, a Delaware corporation, two wholly-owned subsidiaries of the Company, to Cenntro Electric Group, Inc., a Delaware corporation and a wholly-owned by the Company ("**Cenntro US**"), in exchange for newly issued shares of common stock of Cenntro US. Following the corporate reorganization, all references to the Company herein shall refer to Cenntro US.

14. Miscellaneous. This letter states the complete and exclusive terms and conditions of your offer and supersedes any other agreements, whether written or oral (including, without limitation, the Original Letter). By joining the Company, you have agreed to abide by all Company policies and procedures as they are established. As required by law, this letter is subject to satisfactory proof of your right to work in the United States.

If you have any questions about the terms of this letter, please contact me at any time.

Sincerely,

CENNTRO AUTOMOTIVE GROUP LIMITED

By: /s/ Peter Z Wang
Name: Peter Z. Wang
Title: Chief Executive Officer

AGREED AND ACCEPTED:

/s/ Edmond Cheng
Edmond Cheng

AS TO SECTION 12:

CENNTRO ELECTRIC GROUP, INC.

By: /s/ Peter Z. Wang
Name: Peter Z. Wang
Title: Chief Executive Officer

Exhibit 10.11

ADDENDUM TO EMPLOYMENT OFFER BY
CENNTRO AUTOMOTIVE GROUP LIMITED

("THE COMPANY")

This addendum (the **"Addendum")** to the offer letter from the Company to Edmond Cheng dated March 26, 2021 (the **"Original Letter")** and the Amended and Restated Offer of Employment dated June 28, 2021, (the **"Amended Letter";** collectively, the **"Employment Offer"),** is made by the Company and becomes effective on this 3rd day of September, 2021.

Equity Compensation

The equity compensation specified under Section 5 of the Amended Letter shall also include the accomplishment of consummation of a business combination transaction in addition to an IPO. Therefore, Section 5 of the Amended Offer shall be supplemented to read as follows:

5. Equity Compensation. Subject to approval of the Board of Directors of the Company (the **"Board"),** if the Company consummates an initial public offering of its shares of common stock, or a business combination transaction **("Merger")** with an existing public listing company **("MergerCo"),** you will be eligible to receive an option to purchase a number of shares equal to 0.75% of the Company's common stock, calculated on a fully diluted basis immediately prior to the closing of the offering or the Merger (for avoidance of doubt, without giving effect to the shares of capital stock of the Company issued in the initial public offering, or the outstanding shares of MergerCo, or any shares newly issued by the MergerCo before or together with the closing of Merger), with an exercise price per share equal to the sale price to the public on the date of the pricing of the initial public offering as set forth in the underwriting agreement related thereto, or, in case of a Merger, equal to the valuation of the Company per share as set fo1th in a definitive agreement related to such Merger. The option will be granted under, and subject to the terms and conditions of, J:he Company's 2021 Stock Incentive Plan and your individual stock option agreement.

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Sincerely,

CENNTRO AUTOMOTIVE GROUP LIMITED

By: /s/ Peter Z. Wang
Name: Peter Z. Wang
Title: Chief Executive Officer

AGREED AND ACCEPTED AS OF THE DATE WRITTEN ABOVE:

/S/ Edmond Cheng
Edmond Cheng

AS TO SECTION 12 (UNDER THE AMENDED LETTER):

CENNTRO ELECTRIC GROUP, INC.

By: /s/ Peter Z. Wang
Name: Peter Z. Wang
Title: Chief Executive Officer

Exhibit 10.12

CENNTRO AUTOMOTIVE GROUP LIMITED
225 Willow Brook Rd. Unit 14
Freehold, NJ 07728 U.S.A.

June 1, 2021

Marianne McInerney
[Address Redacted]

Re: Offer of Employment

Dear Marianne,

I am happy to offer you position of Executive Vice President and Chief Marketing Officer for Cenntro Automotive Group Limited (the "**Company**"). The terms and conditions of our offer are as follows:

1. Term. Your employment will commence on June 1, 2021 and shall be for a term of one (1) year ("**Initial Term**") and the term shall automatically be extended for successive one (1)-year periods in accordance with the terms of this letter, unless, in either case, the term is terminated by either party with a written notice at least ninety (90) days prior to the end of the then-current term. Notwithstanding the foregoing, any notice of termination for cause shall be of immediate effect.

2. Duties. You will report to the Chief Executive Officer (the "**CEO**") of the Company and be responsible for leading the sales, marketing and public relations functions. In addition, you will play a leading role in promotion, major account relations, building and leading U.S. marketing strategy and implementation, and supporting the U.S. sales effort. You will also act strategically and proactively as a member of the Company's management team and perform any general duties that may arise as we build the Company. Of course, as the Company's business evolves, your job responsibilities may also change. During your employment, you will devote your best efforts and your full business time, skill, and attention to your job duties.

3. Salary. The Company will pay you a base salary of $250,000 per year in accordance with the Company's standard payroll practices. The Board of Directors of the Company (the "**Board**") will review your base salary each year during the term and may increase such amount as it may deem advisable. Employee Benefits. You will be eligible to participate in Company-sponsored benefits, including health benefits, vacation, sick leave, holidays, and other benefits that the Company may offer to similarly situated employees. A summary of these benefits at the time of hire will be sent under separate cover. The Company may from time to time in its sole discretion, amend or terminate the benefits available to you and the Company's other employees. You will be covered by worker's compensation insurance, state disability insurance, and other governmental benefit programs as required by state law.

4. Confidentiality Agreement. As a condition of our employment, you will be required to promptly sign the Company's standard Employee's Proprietary Information and Inventions and Non-Competition Agreement ("**PIIA**").

5. Taxes. All forms of compensation referred to in this letter are subject to reduction to reflect applicable withholding and payroll taxes and all other deductions required by law. You acknowledge that the Company does not have a duty to design its compensation policies in a manner that minimizes your tax liabilities, and you hereby agree not make any claim against the Company or the Board related to tax liabilities arising from your compensation.

6. Governing Law. The terms of this letter and the resolution of any dispute as to the meaning, effect, performance, or validity of this letter or arising out of, related to, or in any way connected with this letter, your employment with the Company (or termination thereof), or any other relationship between you and the Company (a "**Dispute**") will be governed by the laws of the State of New Jersey, without giving effect to the principles of conflict of laws. To the extent not subject to arbitration as described below, you and the Company consent to a location that is convenient to both parties.

7. Arbitration. Except as prohibited by law, you agree that any Dispute between you and the Company (or between you and any officer, director, employee, agent, or affiliate of the Company, each of whom is hereby designated a third-party beneficiary of this letter regarding arbitration), will be resolved through binding arbitration in Monmouth, County, New Jersey or another agreed upon venue convenient to both parties under the rules of the American Arbitration Association. Nothing in this arbitration provision is intended to limit any right you may have to file a charge with or obtain relief from the National Labor Relations Board or any other state or federal agency. You agree that such arbitration shall be conducted on an individual basis only, not a class, collective or representative basis, and you hereby waive any right to bring class-wide, collective, or representative claims before any arbitrator or in any forum. THE PARTIES HERETO UNDERSTAND THAT BY AGREEING TO ARBITRATE DISPUTES THEY ARE WAIVING ANY RIGHT THEY MIGHT OTHERWISE HAVE TO A JURY TRIAL. This arbitration provision is not intended to modify or limit substantive rights or the remedies available to the parties hereto, including the right to seek interim relief, such as injunction or attachment, through judicial process, which shall not be deemed a waiver of the right to demand and obtain arbitration. In the event an action is brought related to or arising from this letter, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred in such action, including attorney's fees and expenses.

8. Corporate Reorganization. The Company intends to consummate a corporate reorganization immediately prior to the consummation of an initial public offering in order to spinoff the Company's city delivery business in China from its international electric commercial vehicle business. Pursuant to the corporate reorganization, the Company will contribute all of the issued and outstanding shares of Cenntro Automotive Group Limited, a Hong Kong corporation, and Cenntro Automotive Corporation, a Delaware corporation, two wholly-owned subsidiaries of the Company, to Cenntro Electric Group, Inc., a Delaware corporation and a wholly-owned by the Company ("**Cenntro US**"), in exchange for all of the then issued and outstanding shares of common stock of Cenntro US. Following the corporate reorganization, all references to the Company herein shall refer to Cenntro US.

9. Miscellaneous. This letter states the complete and exclusive terms and conditions of your offer and supersedes any other agreements, whether written or oral (including, without limitation, the Consulting Agreement, dated as of October 1, 2020, between you and Cenntro U.S.). By joining the Company, you agree to abide by all Company policies and procedures as they are established. As required by law, this letter is subject to satisfactory proof of your right to work in the United States.

We look forward to having you join us as an employee. If you wish to accept this letter on the terms and conditions described above, please sign and date this letter and return it to me by June 10, 2021. If you have any question about the terms of this letter, please contact me at any time.

Sincerely,

CENNTRO AUTOMOTIVE GROUP LIMITED

By: /s/ Peter Z. Wang
Name: Peter Z. Wang
Title: Chief Executive Officer

AGREED AND ACCEPTED:

/s/ Marianne McInerney
Marianna McInerney

AS TO SECTION 10:

CENNTRO ELECTRIC GROUP, INC.

By: /s/ Peter Z. Wang
Name: Peter Z. Wang
Title: Chief Executive

Exhibit 10.13

EMPLOYMENT AGREEMENT

THIS AGREEMENT is dated as of the 20th day of August, 2017 by and between Cenntro Automotive Corporation, a Delaware corporation (the "Company"), and, Mr. Tony Wen Tsai ("Executive").

W I T N E S S E T H:

WHEREAS, the Company is desirous of engaging Mr. Tony Wen Tsai as its VP of Corporate Affairs and he is agreeable to being so appointed on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement, the parties agree as follows:

1. Effective Date of Agreement. This Agreement and the obligations of the parties to adhere to the terms and conditions contained herein shall not be deemed effective until (i) the earlier of 30 days from the date of this Agreement, or (ii) the date that the Executive has resolved any prior conflicts with his ability to assume his duties under the terms of this Agreement.

2. Employment and Duties.

(a) Subject to the terms and conditions hereinafter set forth, the Company hereby employs Tony Wen Tsai as its VP of Corporate Affairs. During the Term, as hereinafter defined, Executive shall report to the Company's Chief Executive Officer. Executive shall also perform such other duties and responsibilities as may be determined by the Company's board of directors and Chief Executive Officer, as long as such duties and responsibilities are consistent with those of the Company's VP of Corporate Affairs.

(b) Unless terminated earlier as provided in Section 5 of this Agreement, this Agreement shall have an initial term (the "Initial Term") commencing as of (i) the earlier of 30 days from the date of this Agreement, or (ii) the date that the Executive has resolved any prior conflicts with his ability to assume his duties under the terms of this Agreement, and expiring on July 11, 2019, and continuing on a year-to-year basis thereafter unless terminated by either party on not less than thirty (30) days notice prior to the expiration of the Initial Term or any one-year extension. The Initial Term and the one-year extensions are collectively referred to as the "Term."

3. Performance. Executive hereby accepts the employment contemplated by this Agreement. During the Term, he shall devote substantially all of his business time to the performance of his duties under this Agreement, and shall perform such duties diligently, in good faith and in a manner consistent with the best interests of the Company.

4. Compensation and Other Benefits.

For his services to the Company during the Term, the Company shall (a) pay Executive an annual salary ("Salary"), and (b) grant to Executive an option ("Option") to purchase the Company's common stock. Executive's Salary and terms of the Option will be discussed and determined separately.

All Salary payments shall be payable in equal monthly installments at the end of each calendar month, as the Company regularly pays its employees in accordance with normal payroll practices.

The Company shall reimburse Executive, upon presentation of proper expense statements, for all authorized, ordinary and necessary out-of-pocket expenses reasonably incurred by Executive during the Term in connection with the performance of his services pursuant to this Agreement hereunder in accordance with the Company's expense reimbursement policy.

5. Termination of Employment.

(a) This Agreement and Executive's employment hereunder shall terminate immediately upon his death.

(b) This Agreement and Executive's employment pursuant to this Agreement, may be terminated by him or the Company on not less than thirty (30) days' written notice in the event of Executive's Disability. The term "Disability" shall mean any illness, disability or incapacity of Executive which prevents him from substantially performing his regular duties for a period of two (2) consecutive months or three (3) months, even though not consecutive, in any twelve (12) month period.

(c) The Company may terminate this Agreement and Executive's employment pursuant to this Agreement for cause with no notice. The term "cause" shall mean:

(i) Repeated failure to perform material instructions from the Company's board of directors and/or Chief Executive Office, provided that such instructions are reasonable and consistent with his duties as set forth in Section 1 of this Agreement or any other failure or refusal by Executive to perform his duties required by said Section 1; provided, however, that Executive shall have received notice from the Board specifying the nature of such failure in reasonable detail and he shall have failed to cure the failure within ten (10) business days after receipt of such notice:

(ii) a breach of Section 6 or 7 of this Agreement;

(iii) a breach of trust whereby Executive obtains personal gain or benefit at the expense of or to the detriment of the Company;

(iv) his use of illegal substances;

(v) his abuse of alcohol continuing after written notice from the board of directors or the Company's Chief Executive Officer or;

(vi) any fraudulent or dishonest conduct by Executive or any other conduct by him, which damages the Company or any of its affiliates or their property, business or reputation;

(vii) a conviction of or plea of nolo contendere by Executive of (A) any felony or (B) any other crime involving fraud, theft, embezzlement or use or possession of illegal substances; or

(viii) the admission by Executive of any matters set forth in Section 5(c)(vii) of this Agreement.

(d) Executive's resignation prior to the expiration of the Term, other than for Good Reason shall be treated in the same manner as a termination for cause. The term "Good Reason" shall mean:

(i) Any material breach by the Company of its obligations under this Agreement which are not cured within ten (10) business days after notice from Executive which sets forth in reasonable detail the nature of the breach.

(ii) Any change in Executive's duties such that Executive is no longer the Company's VP of Corporate Affairs, unless such change was made with his consent.

(iii) Any action on the part of the Company which impairs Executive's ability to exercise his duties as the Company's VP of Corporate Affairs.

6. Trade Secrets and Proprietary Information. Executive recognizes and acknowledges that the Company, through the expenditure of considerable time and money, has developed and will continue to develop in the future information concerning customers, clients, marketing, products, services, business, research and development activities and operational methods of the Company and its customers or clients, contracts, financial or other data, technical data or any other confidential or proprietary information possessed, owned or used by the Company, the disclosure of which could or does have a material adverse effect on the Company, its business, any business it proposes to engage in, its operations, financial condition or prospects and that the same are confidential and proprietary and considered "confidential information" of the Company for the purposes of this Agreement. In consideration of his employment and engagement as VP of Corporate Affairs, Executive agrees that he will not, during or after the Term, without the consent of the Company's Chief Executive Officer, make any disclosure of confidential information now or hereafter possessed by the Company, to any person, partnership, corporation or entity either during or after the term here of, except that nothing in this Agreement shall be construed to prohibit him from using or disclosing such information (a) if such disclosure is necessary in the normal course of the Company's business in accordance with Company policies or instructions or authorization from the board of directors or executive committee, (b) such information shall become public knowledge other than by or as a result of disclosure by a person not having a right to make such disclosure, (c) complying with legal process; provided, that in the event he is required to make disclosure pursuant to legal process, he shall give the Company prompt notice thereof and the opportunity to object to the disclosure, or (d) subsequent to the Term, if such information shall have either (i) been developed by him independent of any of the Company's confidential or proprietary information or (ii) been disclosed to him by a person not subject to a confidentiality agreement with or other obligation of confidentiality to the Company. For the purposes of Sections 6 and 7 of this Agreement, the term "Company" shall include the Company, its parent, its subsidiaries and its affiliates.

7. Covenant Not To Solicit or Compete.

(a) During the period from the date of this Agreement until two (2) years following the date on which Executive's employment is terminated, he will not, directly or indirectly:

(i) Be employed by or otherwise serve (including but not limited to as a director of the board, a founder or co-founder) in any other entities in the industry or business of electric vehicles;

(ii) Persuade or attempt to persuade any person or entity which is or was a customer, client or supplier of the Company to cease doing business with the Company, or to reduce the amount of business it does with the Company (the terms "customer" and "client" as used in this Section 7 to include any potential customer or client to whom the Company submitted bids or proposals, or with whom the Company conducted negotiations, during the term of Executive's employment hereunder or during the twelve (12) months preceding the termination of his employment);

(iii) solicit for himself or any other person or entity other than the Company the business of any person or entity which is a customer or client of the Company, or was a customer or client of the Company within one (1) year prior to the termination of his employment; or

(iv) persuade or attempt to persuade any employee of the Company, or any individual who was an employee of the Company during the two (2) year period prior to the lawful and proper termination of this Agreement, to leave the Company's employ, or to become employed by any person or entity other than the Company.

(b) Executive acknowledges that the restrictive covenants (the "Restrictive Covenants") contained in Sections 6 and 7 of this Agreement are a condition of his employment are reasonable and valid in geographical and temporal scope and in all other respects. If any court determines that any of the Restrictive Covenants, or any part of any of the Restrictive Covenants, is invalid or unenforceable, the remainder of the Restrictive Covenants and parts thereof shall not thereby be affected and shall remain in full force and effect, without regard to the invalid portion. If any court determines that any of the Restrictive Covenants, or any part thereof, is invalid or unenforceable because of the geographic or temporal scope of such provision, such court shall have the power to reduce the geographic or temporal scope of such provision, as the case may be, and, in its reduced form, such provision shall then be enforceable.

8. Miscellaneous.

(a) Executive represents, warrants, covenants and agrees that he has a right to enter into this Agreement, that he is not a party to any agreement or understanding, oral or written, which would prohibit performance of his obligations under this Agreement, and that he will not use in the performance of his obligations hereunder any proprietary information of any other party which he is legally prohibited from using.

(b) This Agreement shall in all respects be construed and interpreted in accordance with, and the rights of the parties shall be governed by, the laws of the State of Delaware applicable to contracts executed and to be performed wholly within such State, without regard to principles of conflicts of laws.

(c) If any term, covenant or condition of this Agreement or the application thereof to any party or circumstance shall, to any extent, be determined to be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to parties or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law, and any court having jurisdiction may reduce the scope of any provision of this Agreement, including the geographic and temporal restrictions set forth in Section 7 of this Agreement, so that it complies with applicable law.

(d) This Agreement constitutes the entire agreement of the Company and Executive as to the subject matter hereof, superseding all prior or contemporaneous written or oral understandings or agreements, including any and all previous employment agreements or understandings, all of which are hereby terminated, with respect to the subject matter covered in this Agreement. This Agreement may not be modified or amended, nor may any right be waived, except by a writing which expressly refers to this Agreement, states that it is intended to be a modification, amendment or waiver and is signed by both parties in the case of a modification or amendment or by the party granting the waiver. No course of conduct or dealing between the parties and no custom or trade usage shall be relied upon to vary the terms of this Agreement. The failure of a party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

(e) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, executors, administrators and permitted assigns.

[The remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CENNTRO AUTOMOTIVE CORPORATION

By: /s/ Peter Zuguang Wang
Peter Zuguang Wang
President

Executive:

/s/ Tony Wen Tsai
Tony Wen Tsai

Exhibit 10.14

Full-time Labor Contract

Party A (employer): Hangzhou Ronda Tech Co., Ltd. (杭州容大智造科技有限公司)
Address: Building 12, Sunking Plaza, Wuchang Sub-district, Yuhang District, Hangzhou
Legal representative (or person-in-charge): Zuguang Wang
Party B (employee): Wei Zhong Gender: male
Citizen identity card no.: 330103197802170013 Education: Bachelor
Address: Room 502, Building 321, Xianlin Yuan, Xiacheng District, Hangzhou

In accordance with the *Labor Law of the People's Republic of China*, the *Labor Contract Law of the People's Republic of China* and other applicable laws, regulations and rules, on the basis of equality, free will, and consensus through negotiations, Party A and Party B agree to enter into this labor contract and bide by and terms and conditions set forth herein:

Article 1 Type and Term of Labor Contract

1. The type and term of this labor contract shall follow the Item (1) as below:

(1) Fixed term: from November 26, 2017 to November 25, 2020

(2) Open-ended: from _____ until satisfaction of any of the conditions for termination stipulated by law.

(3) Term based on the completion of a certain job: from _____ until_____.

2. A probationary period is provided hereunder, from __----__ until __----__

Article 2 Job Content, Working Place and Job Requirement

Party B shall be responsible for technical management, and work at Hangzhou.

Party B shall meet the job requirement of his position as required by the company. According to the work need by Party A, the job position and working place may be changed after negotiation and agreement by Party A and Party B.

Article 3 Working Hours and Rest and Leaves

1. The working hours shall follow the Item (1) as below:

(1) Standard working hour system. Party B shall work 8 hours a day and 40 hours a week, with two days off a week.

(2) Flexible working hour system approved by the labor and social security administrative department.

(3) Comprehensive working hour system approved by labor and social security administrative department. Settlement cycle: _____.

2. Party A may extend the working hours of Party B due to its business need and after negotiation with the trade union and Party B, generally for up to one hour per day, and for up to three hours per day if there is a need to extend the working hours due to special reasons, but shall not exceed 36 hours per month. Party A shall guarantee Party B's right to take rest according to law.

Article 4 Labor Remuneration and Method and Time for Payment of Labor Remuneration

1. The monthly labor remuneration for Party B during the probationary period shall be ------- .

2. After the probationary period, the monthly labor remuneration of Party B shall be RMB 7,000 for providing normal work during statutory working hours, or be ----- based on the remuneration system established by Party A.

The increase or decrease of Party B's salary, the payment of bonus, allowance, subsidy and overtime pay, and the salary payment under special circumstances shall be implemented according to applicable laws and regulations and the policies established by Party A according to law. The salary payable by Party A to Party B shall not be lower than the local minimum salary standard.

3. The payroll date shall be the 30th day of each month. Party A shall pay salary to Party B in cash every month without delay.

4. Party A shall pay salary according to law during the period when Party B enjoys statutory holidays or participates in social activities according to law.

Article 5 Social Insurance

Party A and Party B must contribute to the social insurance according to law, and pay social insurance premiums on a monthly basis. Party A shall withhold the portion payable by Party B from Party B's salary.

Article 6 Labor Protection, Working Conditions and Occupational Hazard Protection

Party A and Party B must strictly implement the national regulations on safety production, labor protection and occupational health. The type of work with occupational hazards shall be specified in the contract. Party A shall provide Party B with labor protection facilities, labor protection articles and other labor protection conditions in accordance with relevant regulations. Party B shall strictly abide by all safety operation procedures. Party A must consciously implement the national regulations on labor protection for female employees and special protection for underage workers.

Article 7 Modification, Rescission and Termination of Labor Contract

1. Party A and Party B may modify the provisions of this labor contract after agreement through negotiations. Modifications of this labor contract shall be made in written form. Party A and Party B shall each hold one copy of the modified labor contract.

2. Party A and Party B may terminate this labor Contract after agreement through negotiations.

3. Party B may terminate this labor contract after giving Party A a written notice thirty (30) days in advance. During probationary period, Party B may terminate this labor contract by giving Party A a notice three (3) days in advance.

4. Party B may rescind this labor contract if Party A has any of the following situations:

(1) fails to provide the labor protection or working conditions as specified in this labor contract;

(2) fails to pay full labor remuneration in a timely manner;

(3) fails to contribute social insurance premiums in accordance with law;

(4) rules and systems of Party A violate the provisions of laws or regulations and are prejudicial to Party B’s rights and interests;

(5) uses such means as fraud or coercion, or takes advantage of another’s danger, to cause Party B to conclude or modify this labor contract against his real intention which makes this labor contract be invalid; or

(6) Other circumstances under which Party B may rescind this labor contract as provided by laws and regulations.

Where Party A uses violence, threats or unlawful restriction of personal freedom to compel Party B to work, or if Party A makes commands against rules or compels Party B to work at risk which endangers Party B’s personal safety, Party B may rescind this labor contract forthwith without giving prior notice to Party A.

5. Party A may rescind this labor contract if Party B has any of the following situations:

(1) is proved not to be qualified for the employment conditions during the probationary period;

(2) seriously violates Party A's rules and regulations;

(3) commits serious dereliction of duty or engages in malpractice, causing substantial damage to Party A;

(4) has concurrently established employment relationship with another employer which seriously affects the completion of Party A's tasks or refuses to make correction after Party A raises the issue;

(5) uses such means as fraud or coercion, or takes advantage of another's danger, to cause Party A to conclude or modify this labor contract against its real intention which makes this labor contract be invalid; or

(6) is subject to criminal liability in accordance with law.

6. Under any of following situations, Party A may rescind this labor contract by giving Party B a written notice thirty (30) days in advance, or paying one month's salary in lieu of the notice:

(1) Party B is ill or suffers non-work-related injury, and is unable to engage in the original work or the work otherwise arranged by Party A after the specified medical treatment period expires;

(2) Party B is incompetent for the job and remains incompetent after training or job adjustment; or

(3) where material changes to the objective circumstances under which the labor contract was concluded have occurred and rendered the original labor contract unenforceable, and Party A and Party B have failed to reach an agreement on an amendment to the label contract after negotiation;

7. If Party A carries out reorganization in accordance with Business Bankruptcy Law; or faces serious difficulties in production and operation; or undergoes business transformation, major technological innovation or business mode adjustment, and still needs to retrench personnel after modification of the labor contract; or there is a material change in the objective economic circumstances under which the labor contract was concluded, which makes the labor contract unenforceable, it shall explain the situation to the labor union or all employees thirty (30) days in advance and listen to the opinions of the labor union or employees, and the labor contract may be rescinded after the retrenchment plan is reported to the labor administrative department in a written form.

8. Under any of the following circumstances, this labor contract shall be terminated:

(1) the labor contract expires;

(2) Party B has started to enjoy his basic insurance pension according to law;

(3) where Party B dies, or is declared dead or missing by a people's court;

(4) where Party A is declared bankrupt, or has its business license revoked, is ordered to close, is revoked, or Party A decides on an early dissolution; or

(5) other circumstances as specified by laws or administrative regulations.

9. Upon expiration of this labor contract, if Party B is under any of the following circumstances, the term of this labor contract shall be extended until the corresponding circumstance ceases to exist:

(1) engages in operations exposing him to occupational disease hazards and has not undergone a pre-departure occupational health check-up, or is suspected of having contracted an occupational disease and is under diagnosis or medical observation;

(2) is confirmed as having lost or partially lost his capacity to work due to an occupational disease or work-related injury while working for the employer;

(3) is ill or suffers non-work-related injury during the stipulated medical treatment period;

(4) a female employee is in her pregnancy, confinement or nursing period;

(5) has been working for the employer continuously for fifteen (15) years and will attain his/her statutory retirement age in less than five years;

(6) other circumstances as specified in laws or administrative regulations.

10. Party A shall not terminate his labor contract in accordance with Item 6 and Item 7 of this Article if Party B has any of the circumstances as specified in Item 9 of this Article.

Article 8 Liability for Breach of Labor Contract

Party A shall be liable for compensation to Party B if it illegally rescinds or terminates this labor contract. Party B shall be liable for compensation according to law if it illegally terminates this labor contract and causes economic losses to Party A.

Article 9 Other Matters Agreed by both Parties

Party B shall abide by the confidentiality policy of the company.

Article 10 Miscellaneous

1. Either party may submit any dispute arising out of the performance of this contract to the enterprise labor dispute mediation committee for settlement, any may also submit to the labor dispute arbitration commission for arbitration, and may bring a lawsuit to the people's court against the arbitration award.

3. For any matters not covered herein, the relevant laws and regulations of the state shall apply.

4. In case any provision of this contract conflicts with the provision of any laws and regulations subsequently promulgated by the state, such laws and regulations shall apply.

5. This contract is concluded according to law and comes into force after signatures and seal by both parties. Both Parties shall strictly perform this contract.

6. This contract is made in duplicate, and Party A and Party B shall each hold one copy.

Party A (Seal):

(Seal of Hangzhou Ronda Tech Co., Ltd.)

Signature of legal representative:

/s/ Legal Representative

Date:

Party B (signature):

/s/ Wei Zhong

Date: November 26, 2017

Exhibit 10.15

INFORMATION IN THIS EXHIBIT IDENTIFIED BY BRACKETS IS CONFIDENTIAL AND HAS BEEN EXCLUDED PURSUANT TO ITEM *601*(*B*)(*10*)(*IV*) OF REGULATION S-K BECAUSE IT IS BOTH (I) NOT MATERIAL AND (II) THE TYPE THAT THE COMPANY TREATS AS PRIVATE OR CONFIDENTIAL.

Agreement

between

(1) **Tropos Technologies Inc.,** a corporation under the laws of the United States of America, registered in California under EIN [***], with business address at 16890 Church Street, Building 1, Morgan Hill, CA 95037, United States of America ("**Tropos**");

and

(2) Mosolf SE & Co. KG, registered in the commercial register of the local court of Stuttgart under no. HRA 230905, with business address at Dettinger Str. 157-159, 73230 Kirchheim/Teck ("**Mosolf**").

and

(3) Cenntro Automotive Ltd. ("**Cenntro**") and/or Zhejiang Simachinery Co. Ltd. ("**Zhejiang**", a 100% subsidiary of Cenntro)

and

(4) **TROPOS MOTORS EUROPE GmbH** (**TME**) a 100% subsidiary of Mosolf

1. Preamble

(A) Cenntro is an innovative start-up in the logistics sector and the owner of the intellectual property, tooling, pro- duction resources, Brand for the Metro I. The Metro products are electric compact utility vehicles. The Metro is so far the base for the ABLE and ABLE XR of Tropos. The Metro products are sold worldwide to distributors. Zhejiang is producer of certain parts for the Metro, while the ABLE and ABLE XR and the new proprietary ABLE XT are produced exclusively for Tropos by Zhejiang as semi- or completely-knocked down sets for chassis and/or outfit packages ("**Sets**").

(B) Tropos focuses on street-legal electric compact utility vehicles ("**eCUVs**"), especially utility electric low speed vehicles (e-LSVs) and trucks designed for corporate, fleet, first-responder, agriculture, last-mile delivery and construction applications. The Tropos Motors ABLE™ is a line of durable, versatile and available eCUVs, currently consisting of the standard ABLE ST ("**ABLE ST**") and the extended range ABLE XR ("**ABLE XR**") and the new proprietary ABLE XT (the ABLE ST, the ABLE XR, and the new ABLE XT models (one LI battery "XR1" resp. two LI batteries "XT2"') together with any successor or new models: the "**ABLE Model**s").

(C) Tropos entered into several agreements with Cenntro Automotive Ltd. ("Cenntro") or with Zhejiang Simachinery Co. Ltd. ("**Zhejiang**") (Cenntro and Zhejiang together "**Tropos' Suppliers**") regarding the manufacturing and supply of the parts, components and Sets of the ABLE models. As of today, the ABLE Models are marketed and sold by Tropos within the territory of North America, United Kingdom (via a third-party distributor) and of Israel (via a third-party distributor).

(D) Mosolf is a system service provider for the automobile industry in Europe. The range of services includes tailor- made logistics, technical and service solutions. These are provided using a network of business sites across Europe and a multi-modal fleet that combines different means of transport and covers the complete value-added chain for automobile logistics.

(E) TME imports, assembles and distributes the ABLE Models on a worldwide basis excluding China, North America, the United Kingdom and Israel (together the "TME **Territory**"). Along with the vehicles, TME offers its customers a unique ECO-system for the ABLE Models.

(F) Mosolf and/or TME and Tropos agreed

- that Tropos exclusively supplies Mosolf and/or TME with the parts, components and Sets of the ABLE Models within the TME Territory; and
- that Mosolf and/or TME is entitled to exclusively distribute and service the ABLE Models in the Territory; and
- that the Parties cooperate in extending and improving the current ABLE Models.

(G) Cenntro homologated its Metro I versions for sale and use in the EU and subsequently allowed and assisted Tropos in obtaining its certifications for its ABLE ST and XR products based on Cenntro's Metro certifications. Tropos paid Cenntro for the use of its test results and hired Cenntro's certification consultants Hangzhou Saite Certification Service and IDIADA to complete Tropos' homologation for the ABLE ST and ABLE XR.

(H) After the above certifications were complete and initial orders of ABLE ST and XR vehicles were ordered by Tropos and received by TME, it was discovered that the XR models did not meet the specification requirements of the EU's Conformity of Production (COP) and therefore cannot be legally sold to customers or operate on public streets in the EU. The modification of the XR to meet the COP requirements cannot be accomplished without a complete redesign of the vehicle.

(I) To address this issue and others Tropos has developed a proprietary version of the ABLE that uses components of the ST and XR models yet conforms to the weight and dimensional requirements of the L7e-CU classification (new model ABLE XT). Tropos and Cenntro have executed a proprietary manufacturing agreement for this version of the ABLE vehicle exclusively for Tropos.

Therefore, Cenntro, Zhejiang, Tropos, Mosolf and TME (together the "Parties", each a "Party") agree to enter into the following agreement ("**Agreement**"):

1. Tropos and TME still desire to sell the XR in Europe as soon as possible, so Cenntro will homologate the Tropos ABLE XR2 as well as the Metro I Lithium versions at its own expense to the EC N1 Small Series Type Approval (SSTA N1) which allows [***] vehicles of a specific type to be produced by a manufacturer per year, to be completed no later than August 31, 2020. The Tropos ABLE vehicles will have certification priority over the Metro I as the need for these vehicles is critical to the continuing business relationship of the three parties. In the event that a double homologation for both (Metro I and ABLE models) is not possible, Cenntro undertakes to withdraw the application for the Metro I model immediately and will continue with the certification of the Tropos XR2 only.

2. In the Case Cenntro gets a SSTA NI for the Tropos ABLE XR2 models Cenntro will send a written notice to Tropos. The parties agree that the purchase price for this model shall be fixed at - ABLE XR2 $[***] (see Exhibit A)

3. In the case Cenntro gets a SSTA NI also for the Metro I lithium trucks, Cenntro will send a written notice to Tropos. Cenntro hereby grants Tropos [***] on its allocation of [***] Metro lithium trucks with SSTA N1 at a fixed price of $[***]. Before a sale of all or single Metro lithium trucks with SSTA N1 to third parties, Cenntro must ask Tropos in writing (email/telefax) whether Tropos will exercise its right of first refusal. Tropos in turn must declare its intention to do so within 4 weeks in writing (email/telefax).

4. Cenntro and/or Zhejiang hereby declares to immediately ramp up the exclusive production of the new Tropos ABLE XT1 and XT2 for Tropos, which Tropos plans to sell to TME. The first delivery of the ABLE XT1 and XT2 to TME in Germany must be no later than **second week of July 2020**. The purchase price for these models is determined as follows:

   – [***]

   – [***]

In the case the **Fixed Delivery Date** is not reached, the above agreed Fixed Purchase Prices shall be reduced by [***]%,. In the event, that delivery to Germany does not take place until second week of July 2020 or later, the agreed Fixed Purchase Prices shall be reduced by [***]%.

5. Payment terms will be as follows:

   a. Remainder of the first [***] order from 2019:

      i. [***]% deposit already placed

      ii. The balance of [***]% to be paid after delivery at place Herne and inspection in Herne

      iii. [***]% rebate in currency value not vehicles for completing the order

   b. Subsequent orders to be paid as follows

      i. [***]% deposit upon ordering by wire

      ii. [***]% upon completion of material inspection and release for shipment by Letter of Credit

      iii. [***]% upon receipt delivery at Place in Herne and acceptance by Letter of Credit

6. This Agreement shall exclusively be governed by the substantive laws of the Federal Republic of Germany, with the conflict-of-laws rules being excluded. The parties agree on Frankfurt am Main as place of jurisdiction.

This Agreement is executed on June 23, 2020.

Tropos Technologies Inc.

/s/ John Bautista

By: John Bautista
Title: CEO

Cenntro Automotive Group Limited

/s/ Peter Wang

By: Peter Wang
Title: CEO

Tropos Motors Europe GmbH/Mosolf SE & Co, KG

/s/ Gregory Hancke

By: Gregory Hancke
Title: CEO

/s/ Dr. Jorg Mosolf

By: Dr. Jőrg Mosolf
Title: CEO

Metro Vehicles Quotation

DATE 10-Jun-20
QUOTE # [***]

Vendor	**Buyer**
Shengzhou Hengzhong Machinery Co., Ltd No. 368 Punan Avenue, Pukou Street Shengzhou City, Zheniang, China Contact: [***] Tel: [***] Email: [***]	**Tropos Technologies, Inc.** 16260 Church Street Suite 140 Morgan Hill, CA 95037 Contact: [***] Tel: [***] Email: [***]

Loading Port	**Discharge Port**	**SHIP VIA**	**SHIPPING TERMS**
Ningbo, China	TBD	Sea	FOB (Ningbo)

ITEM #	**DESCRIPTION**	**QTY**	**UNIT PRICE (USD)**	**TOTAL (USD)**
ST – 80 km Lead Acid SKD	Model: ST with Lead acid batteries. 100% electric four-wheel commercial vehicle, without bed, without box; without wheel assembly Payload: [***]kg Max Speed [***]km/h Driving Range: [***]km	1	US$[***]	US$[***]
ST – 80km Lead Acid CBU	ST LEAD ACID MODEL SKD	1	US$[***]	US$[***]
	ASSEMBLY CHARGE	1	US$[***]	
	WHEEL ASSEMBLY	1	US$[***]	
XT1 – 120km Lithium SKD	Model: XT1 with Lithium batteries. 100% electric four-wheel commercial vehicle, without bed, without box; without wheel assembly, without AC Payload: [***]kg Max Speed [***]km/h Driving Range: [***]km	1	US$[***]	US$[***]
XT1 – 120km Lithium CBU	XT1 LITHIUM MODEL SKD	1	US$[***]	US$[***]
	ASSEMBLY CHARGE	1	US$[***]	
	WHEEL ASSEMBLY	1	US$[***]	
XT2 – 200km Lithium SKD	Model: XT2 with Lithium batteries. 100% electric four-wheel commercial vehicle, without bed, without box; without wheel assembly, without AC Payload: [***]kg Max Speed [***]km/h Driving Range: [***]km	1	US$[***]	US$[***]
XT2 – 200km Lithium CBU	XT2 LITHIUM MODEL SKD	1	US$[***]	US$[***]
	ASSEMBLY CHARGE	1	US$[***]	
	WHEEL ASSEMBLY	1	US$[***]	
XR1 – 120km Lithium SKD	Model: XR1 with Lithium batteries. 100% electric four-wheel commercial vehicle, without bed, without box; without wheel assembly, without AC Payload: [***]kg Max Speed [***]km/h Driving Range: [***]km	1	US$[***]	US$[***]
XR2 – 200km Lithium SKD	Model: XR2 with Lithium batteries. 100% electric four-wheel commercial vehicle, without bed, without box; without wheel assembly, without AC Payload: [***]kg Max Speed [***]km/h Driving Range: [***]km	1	US$[***]	US$[***]
Options	Flatbed	1	US$[***]	US$[***]
	Pickup Bed	1	US$[***]	US$[***]
	Cargo Box A [***]mm*[***]mm*[***]mm CKD	1	US$[***]	US$[***]
	Cargo Box B [***]mm*[***]mm*[***]mm CKD	1	US$[***]	US$[***]
	Roll Up Cargo Box : [***]mm Two sides roll-up door cargo box, 2 rails 1+ 4 door	1	US$[***]	US$[***]
	Air Conditioner	1	US$[***]	US$[***]
	Wheel Assembly	1	US$[***]	US$[***]

Notes:
1. Above quotation are valid till 31st, December, 2022
2. Lead time is 30 days with regular committed order forecast.
3. Roll up box comes from a different vendor.
Product Photo

Truck Model: Flatbed Truck


Truck Model: Pickup Bed Truck


Truck Model: Cargobox Truck


Exhibit 10.16

INFORMATION IN THIS EXHIBIT IDENTIFIED BY BRACKETS IS CONFIDENTIAL AND HAS BEEN EXCLUDED PURSUANT TO ITEM *601*(*B*)(*10*)(*IV*) OF REGULATION S-K BECAUSE IT IS BOTH (I) NOT MATERIAL AND (II) THE TYPE THAT THE COMPANY TREATS AS PRIVATE OR CONFIDENTIAL.

Memorandum of Understanding

Between

Tropos Technologies, Inc.

and

Cenntro Automotive Group Ltd

and

Tropos Motors Europe GmbH

This Memorandum of Understanding (MOU) sets forth the terms and understanding between Tropos Technologies, Inc. (Tropos), Cenntro Automotive Group Ltd (Cenntro) Tropos' European Agent Tropos Motors Europe GmbH (TME) regarding production of Tropos•s ABLE (Cenntro's Metro) vehicles both in CBU and SKD as well as the sourcing of constituent parts and components.

Background
Cooperation between the companies is required to remedy the following:

1. Tropos is placing orders for a minimum of [***] more ABLE XT vehicle SKD kits that need to be produced and shipped to TME before November I 5th, 2020. With current working capital requirement, Cenntro may not be able to fulfill the order.
2. An additional order of [***] kits need to be shipped to TME between November 16th and December 31, 2020.

Purpose
This MOU will represent the willingness of Tropos and Cenntro to work together for the mutual benefit of both companies.

The above goals will be accomplished by undertaking the following activities:

1. Tropos will designate a third-party to handle some of the payments to Cenntro and other vendors. This party, at Tropos' discretion, will also be allowed a constant presence in the facilities of Cenntro and any other critical supplier to provide visibility into inventory. production and inspection services on behalf of Tropos.

2. Tropos will purchase battery packs and BMS modules directly from Cenntro's supplier, Godsend until such a time that Cenntro's financial condition improves to the point that they can take the purchasing of the batteries back. Initially, these purchases will be for incomplete battery packs that will be subject to final assembly by TME. The battery modules will be tested prior to shipment by Godsend. The modules and battery pack housings will be shipped by ocean freight, and the remaining components will be shipped via air freight. These batteries are to be paid for as follows:
    a. Tropos will place a [***]% deposit upon placing a purchase order with Godsend through Tropos' designated agent.
    b. Upon receipt and acceptance of all necessary components, Tropos will pay Godsend the final [***]% for the order.
    c. Subsequent orders will require a [***]% deposit on ordering, with the final [***]% due upon delivery and acceptance by TME.
3. Any parts not in adequate supply in Cenntro's inventory to complete the required vehicles by the designated delivery dates will be purchased by Tropos directly from Cenntro's suppliers.
4. Tropos will purchase SKD kits from Cenntro that consist of all of the parts not being purchased directly from Cenntro's vendors or an alternative supplier (gliders). Payment for these purchases will be as previously agreed. as follows:
    a. Tropos will place a [***]% deposit upon placing a purchase order with Cenntro.
    b. Tropos will pay [***]% upon departure of the order from Cenntro's factory.
    c. Tropos will pay the final [***]% upon delivery at The TME factory in Herne, Germany.

    NOTE: Cenntro may be shipping SKD kits missing some parts. Cenntro will, at its own expense, send the missing parts via air freight to TME.
5. In order to meet the designated delivery dates, Cenntro will ship all SKD kits by train and will pay for the cost difference over ocean shipping.
6. Tropos will have the discretion to select an alternative supplier(s) other than Cenntro's suppliers for any critical components if Cenntro's supplier cannot meet the production schedule or if the supplier cannot meet Tropos' quality or pricing criteria.
7. TME/Tropos will cover the outstanding balance of the cost of the NIK certification of the Tropos ABLE XR. This cost is $[***]. This expense will be paid back to TME/f Tropos by Cenntro in the form of a cash payment by November 30th 2020 latest. The NIK homologation will exclusively be used for TMU and TME vehicles if TMU or TME takes all the allotments. No other companies/Customers of Cenntro in the European market are distributed with Cenntro NIK vehicles.

Reporting

Both parties shall continually evaluate the effectiveness of the relationship and will be responsible for making the other party aware of issues as they arise.

Duration

This MOU is at-will and may be modified by the mutual consent of authorized officials from Tropos and Cenntro. This MOU shall become effective upon the latest signature by the authorized officials from Tropos and Cenntro and shall remain in effect until modified or terminated by any by mutual agreement. In the absence of mutual agreement by the authorized officials from Tropos and Cenntro.

[Signature page to follow]

Signed By:

/s/ John R. Bautista III Date: 10/15/20

John R. Bautista III, CEO
Tropos Technologies

/s/ Peter Wang Date: 10/14/2020

Peter Wang, CEO
Cenntro Automotive Group Ltd.

/s/ Gregory Hancke Date: 10/16/2020

Gregory Hancke, COO
Tropos Motors Europe GmbH

Exhibit 10.17

INFORMATION IN THIS EXHIBIT IDENTIFIED BY BRACKETS IS CONFIDENTIAL AND HAS BEEN EXCLUDED PURSUANT TO ITEM *601*(*B*)(*10*)(*IV*) OF REGULATION S-K BECAUSE IT IS BOTH (I) NOT MATERIAL AND (II) THE TYPE THAT THE COMPANY TREATS AS PRIVATE OR CONFIDENTIAL.

Manufacturing License Agreement

This Manufacturing License Agreement (this "Agreement") is made effective as of April 27, 2017 by and between **Austin EV, Inc.**, a company registered in Texas ("Austin EV") and **Cenntro Automotive Group Ltd.**, a company with limited liability registered in the Cayman Islands ("Cenntro").

WHEREAS, Cenntro is in the business of automotive industry, and owns all intellectual property rights for its electric vehicle products;

WHEREAS, Austin EV wishes to become a licensed manufacturer for Cenntro's product/s as Austin EV and Cenntro have fully discussed and negotiated.

NOW IT IS HEREBY AGREED as follows:

1. CENNTRO PRODUCT. Cenntro hereby grants Austin EV as Cenntro's licensed manufacturer for the following products (the "Products") in accordance with the terms and conditions of this Agreement:

a) The Metro All-Electric Compact Utility Vehicles ("Products")

2. PRODUCT STANDARDS. The Products shall comply with the specifications in the attached Exhibit A incorporated into this Agreement by this reference.

3. INSTRUCTIONS AND TRAINING. If necessary, Cenntro will provide to Austin EV instructions and training about processing of assembly for the Products.

4. SUPPLIER OF PARTS. Cenntro (including its subsidiaries) will make available all parts necessary for assembly of the Products. Austin EV may also choose to source parts from other suppliers approved and certified by Cenntro to ensure the Products standards.

5. ORDERS. Austin EV shall conduct necessary market research and prepare its own sales projection, and hence determine the quantity of parts order based on such sales projection at its own risk. In case of ordering parts from Cenntro, Austin EV shall submit purchase orders with reasonable time in advance to allow necessary lead time for procurement, documentation and shipping.

6. WMI ASSIGNMENT AND HOMOLOGATION. As a licensed manufacturer, Austin EV will purchase and print its own Manufacturer Certificate of Origin. Austin EV shall assign its own WMI number from SAE International Organization for the final assembled Products. Cenntro has applied, obtained and met Federal and State homologation standards of the said Products.

7. DISTRIBUTION RIGHTS, TERRITORY, AND REQUIREMENTS FOR EXCLUSIVITY. Austin EV may market, distribute, and sell the final assembled Products and/or parts to the following regions and U.S. states: Texas, Florida, Georgia, Louisiana, Arkansas, Mississippi, Alabama, Oklahoma, New Mexico, North Carolina, South Carolina, Virginia, Washington D.C., Delaware, New Jersey, New York, Connecticut, Massachusetts and Caribbean Islands ("Territory"), Out of which Austin EV has exclusive territorial rights in the following states: Texas, Florida, Louisiana, Oklahoma, and New Mexico ("Exclusive Territory").

Austin EV may maintain exclusive territorial rights provided that it can meet a minimum volume of Products sold to its customers or dealers ("Quota"). Quota requirements for Austin EV in the first three years after the date of this Agreement (each an "Anniversary") are as follows:

- Minimum of [***] units of Products sold within the first Anniversary;
- Minimum of [***] units of Products sold within the second Anniversary; and
- Minimum of [***] units of Products sold within the third Anniversary.

Cenntro will later determine the Quota requirements for the years thereafter. In case the Quota requirement is not satisfied, Austin EV shall contact Cenntro two months prior to the end of such Anniversary and negotiate new exclusive territorial rights going forward for the Exclusive Territory.

It is understood that Cenntro may place orders to purchase completed Products from Austin EV for distribution or sale in the Territory (but other than the Exclusive Territory). Such orders, however, shall not be counted towards the calculation of Quota.

8. PAYMENT.

1) Austin EV shall be responsible for making payments to part suppliers as per the terms of relevant purchase orders or sales contract;

2) In the cases that Cenntro orders completed Products from Austin EV, Cenntro shall be responsible for payments for purchasing. Payment is due upon acceptance of the delivered Products after inspection by Cenntro, its subsidiaries or its distributors or dealers.

9. PAYMENT OF TAXES AND OTHER COSTS AND FEES. Austin EV agrees to pay all import duties and taxes of every description, federal, state, and municipal, which arise as a result of the sale of the final products to its own dealer and customers. Austin EV is also responsible for all add-on costs, expenses and fees for labor, service, and workmanship involved in assembling the parts into final products at its own facility.

10. INDEMNITY AND INSURANCE. Austin EV agrees to hold Cenntro harmless and to defend any and all actions, claims, suits, or proceedings that may subject Cenntro to liability for workmanship in the Products. Austin EV represents that it now has in force a valid comprehensive liability insurance policy ("Insurance") in the amount of $ _____ with _____ Insurance and that the policy covers the risk of liability for defects in the Products. Austin EV further undertakes that it will maintain the Insurance or increase coverage whenever necessary.

11. WARRANTIES. Austin EV warrants that the Products shall be free of substantive defects in workmanship.

12. INSPECTION. In the event that Cenntro orders the completed Products from Austin EV as described under Clause 7 hereinabove, Cenntro and Cenntro's subsidiaries along with its distributors and/or dealers, upon receiving possession of the Products, shall have a reasonable opportunity to inspect the Products to determine if the Products conform to the requirements of this Contract within 15 business days from the receiving date. If Cenntro, in good faith, determines that all or a portion of the Products are non-conforming, Cenntro may return the Products to Austin EV at Austin EV' expense or Austin EV may have the option to repair the Products on location. Cenntro must provide written notice to Austin EV of the reason for rejecting the Products. Austin EV will have 30 days from the return of the Products to remedy such defects under the terms of this Agreement.

13. DEFAULT. The occurrence of any of the following shall constitute an event of default under this Agreement:

a. The failure to make a required payment when due.

b. The insolvency or bankruptcy of either party.

c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.

d. The failure to make available or deliver the Products in the time and manner provided for in this Agreement.

14. **REMEDIES ON DEFAULT**. In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Agreement (including without limitation the failure to make a monetary payment when due), the other party may terminate the Agreement by providing written notice to the defaulting party. This notice shall describe with sufficient details the nature of the default. The party receiving such notice shall have 90 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Agreement.

15. **FORCE MAJEURE**. If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

16. **ARBITRATION**. Any controversies or disputes arising out of or relating to this Agreement shall be resolved by binding arbitration in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association. The parties shall select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Agreement. In the event the parties are unable to agree to such a selection, each party will select an arbitrator, and the two arbitrators, in turn, shall select a third arbitrator, all three of whom shall preside jointly over the matter. The arbitration shall take place at a location that is reasonably centrally located between the parties, or otherwise mutually agreed upon by the parties. All documents, materials, and information in the possession of each party that are in any way relevant to the dispute shall be made available to the other party for review and copying no later than 30 days after the notice of arbitration is served. The arbitrator(s) shall not have the authority to modify any provision of this Agreement or to award punitive damages. The arbitrator(s) shall have the power to issue mandatory orders and restraint orders in connection with the arbitration. The decision rendered by the arbitrator(s) shall be final and binding on the parties, and judgment may be entered in conformity with the decision in any court having jurisdiction. The agreement to arbitration shall be specifically enforceable under the prevailing arbitration law. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this Agreement.

17. **CONFIDENTIALITY**. Both parties acknowledge that during the course of this Agreement, each may obtain confidential information regarding the other party's business. Both parties agree to treat all such information and the terms of this Agreement as confidential and to take all reasonable precautions against disclosure of such information to unauthorized third parties during and after the term of this Agreement. Upon request by an owner, all documents relating to the confidential information will be returned to such owner.

Upon termination of this Agreement, Austin EV will return to Cenntro all records, notes, documentation and other items that were used, created, or controlled by Austin EV during the term of this Agreement.

18. **NOTICE**. Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the addresses that each party has furnished to the other in writing. The notice shall be deemed received when delivered or signed for, or on the third day after mailing if not signed for.

19. **ENTIRE AGREEMENT**. This Agreement contains the entire agreement between the parties regarding the subject matter of this Agreement, and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

20. **AMENDMENT**. This Agreement may be modified or amended if the amendment is made in writing and signed by both parties.

21. **SEVERABILITY**. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

22. **WAIVER OF CONTRACTUAL RIGHT**. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

23. **ATTORNEY'S FEES**. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled.

24. **HEADINGS**. Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

25. **APPLICABLE LAW**. This Agreement shall be governed by the laws of the State of Texas.

Cenntro Automotive Group Ltd.

By: /s/ Peter Wang
Peter Wang, CEO

Austin EV, Inc.

By: /s/ Christian Okonsky
Christian Okonsky, CEO

Exhibit 10.18

Amendment A to the AEV / Cenntro Manufacturing License Agreement

DISTRIBUTION RIGHTS, TERRITORY, AND REQUIREMENTS FOR METRO 1, AEV 411 AND AEV 411XC

Austin EV may manufacture, market, distribute, sell and service final assembled Cenntro Products, Sub-Assemblies and/or parts in North America including: (a) the United States, Puerto Rico, US Virgin Islands, (b) Canada, and (c) Mexico.

Cenntro will no longer sell the Metro 1 / AEV 411 and AEV 411XC outside of its primary manufacturing license agreement with Austin EV as amended in Attachment A. Austin EV reserves the exclusive right to authorize, suspend or cancel, dealer agreements on behalf Austin EV, and their licensed brand affiliates, within the territories as specified above in Paragraph 7.0. Cenntro further commits not to authorize additional manufacturing licenses in the territories as defined in 7.0

Austin EV may continue to sell the Metro 1 / AEV 411 and AEV 411 XC platforms through Direct and Indirect channels consistent with its current manufacturing license agreement.

Cenntro Automotive Group Ltd.

By: /s/ Peter Wang
Peter Wang, Chairman CEO

Austin EV, Inc.

By: /s/ Christian Okonsky
Christian Okonsky, Chairman

By: /s/ Rod Keller
Rod Keller, CEO

Exhibit 10.19

AMENDMENT B

Ayro, Inc. ("Ayro") and Cenntro Automotive Group Ltd. ("Cenntro") in order to clarify the parties' rights and obligations do hereby amend and restate the parties' Manufacturing License Agreement dated April 27, 2017 ("Effective Date") as amended dated February 22, 2019 in the "Amendment A" and "Payment Schedule" agreement, to wit:

1. Ayro is the same company as Austin EV, Inc. which is the result of a simple name change.

2. As a clarification to Amendment A, Ayro has, effective February 22, 2019.

(a) (i) the exclusive right to purchase from Cenntro, import, manufacture, market, dis- tribute, sublicense and service the Cenntro Metro 1 / AYRO-411 vehicles as assemblies and or part sets, the industrial design and the feature set in the following territories:

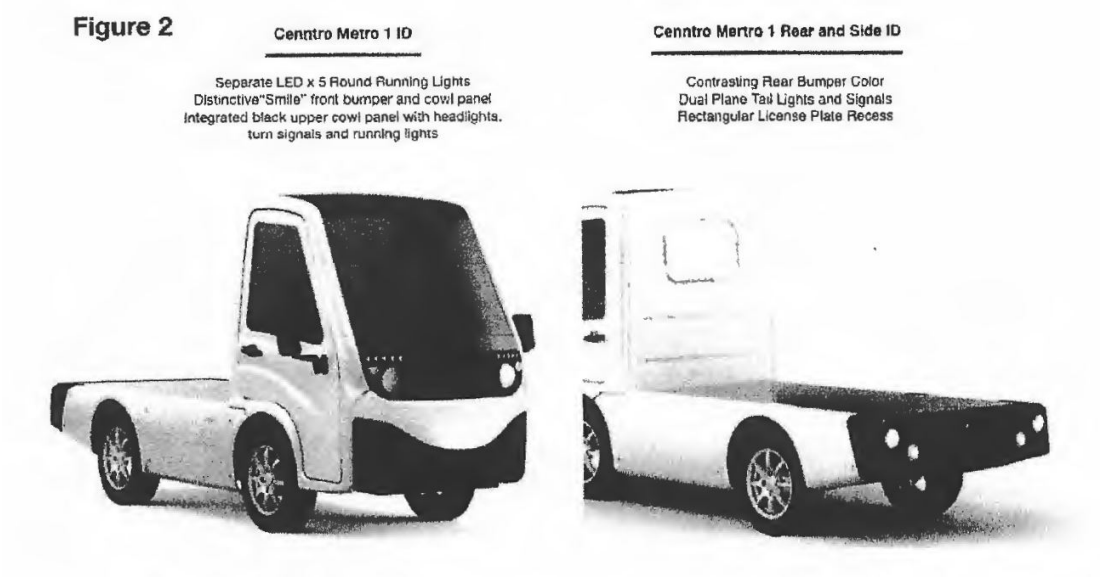
North America, including the United States, and Canada

(ii) the exclusive right to purchase from Cenntro, import, manufacture, market, dis- tribute, sell, sublicense and service the AYRO-411 X vehicles as assemblies, and or part sets, the unique industrial design and the unique feature set, as well as those substantially similar, in the entire world, and,

(iii) the foregoing collectively shall be referred to as the "New Exclusive Territories."

3. Ayro will maintain industrial design and derivative rights for the Ayro 411X Industrial designs including the unique feature elements, as well as those substantially similar, included in the front panels and bumper, side view and rear bumper. Illustrative images of the industrial designs are included below as Figure 1:

4. Cenntro will maintain industrial design rights and derivative rights for the Metro 1 Industrial Designs including the unique feature elements, as well as those substantially similar, included in the front panels and bumper, side view and rear bumper. Images of the industrial designs are included below as Figure 2:



5. Should it be discovered or determined that any third party is violating the foregoing exclusivity Cenntro agrees to cooperate with and support Ayro's efforts to stop such activity.

6. To the extent that Cenntro has issued or granted any license or entered into any agreement with a third party that is inconsistent with this Amendment B such license or agreement is null and void to the extent of such inconsistency and Cenntro will advise such third parties accordingly.

Entered into and agreed this 19th day of March, 2020, effective as of the Effective Date.

CENNTRO AUTOMOTIVE GROUP

By: /s/ Peter Wang
Peter Wang, Chairman & CEO

AYRO, INC

By: /s/ Rod Keller
Rod Keller, CEO

Exhibit 10.20

INFORMATION IN THIS EXHIBIT IDENTIFIED BY BRACKETS IS CONFIDENTIAL AND HAS BEEN EXCLUDED PURSUANT TO ITEM *601*(*B*)(*10*)(*IV*) OF REGULATION S-K BECAUSE IT IS BOTH (I) NOT MATERIAL AND (II) THE TYPE THAT THE COMPANY TREATS AS PRIVATE OR CONFIDENTIAL.

Memorandum of Understanding
411 and 411X Exclusivity - Minimum Volume Targets
Cenntro Automotive Group and Ayro, Inc

March 22, 2020

It is our mutual understanding that:

1. Ayro's exclusive right to the Metro 1 / Ayro 411 and 411X as stated in Amendment B and as signed on March 22, 2020, is subject to Ayro's product orders and production shipments for the Metro 1 / 411 and 411X, of not less than [***] units, with an the expected roll out of:

    - [***] units within the first anniversary
    - [***] units within the second anniversary
    - [***] units within the third anniversary.

2. Cenntro Automotive Group ("Cenntro") will give Ayro one year of market protection (March 20, 2020 to March 19, 2021) to substantially achieve the [***] unit target.

3. Upon completion of the first year target, Cenntro will provide a 2nd year of market protection while the [***] unit volume target is substantially achieved.

4. Upon completion of the second year target, Cenntro Automotive Group will provide a 3rd year of market protection while the [***] unit volume target is substantially achieved.

5. During the exclusive territory protection period, and consistent with Ayro's execution to the volume targets, Cenntro shall not promote or sell the Metro 1 / Ayro 411 and 411X to a third party in the US and Canada. In the event Ayro's open orders are substantially lower than the volume targets, Cenntro will be relieved of the market exclusivity provisions of Amendment B.

6. Ayro will immediately place purchase orders to Cenntro for [***] units of the Metro 1 / Ayro 411 and [***] units of the Ayro 411X from March 23, 2020

7. Product quality is fundamental to Cenntro's and Ayro's ability to achieve the volume targets. Cenntro warrants that the Metro 1 / Ayro 411 and Ayro 411X will meet commercial quality standards and will be free of epidemic failures. Cenntro will follow Ayro's choice for UV stable plastics and compatible adhesives for 411X. Ayro will be responsible for the quality of the materials it selects. Proposed deviations in materials will be requested by Engineering Change Request (ECR) and approved by Ayro Engineering Change Notice (ECN) before being released to production.

This MOU is to further clarify our mutual understanding of the Addendum B and will remain confidential between the parties and will not be disclosed to third parties without mutual consent subject to the requirements imposed by law and Securities and Exchange Commission (SEC) regulations between companies and principal shareholders of common stock.

CENNTRO AUTOMOTIVE GROUP

By: /s/ Peter Wang
Peter Wang, Chairman & CEO
Cenntro Automotive Group

AYRO, INC

By: /s/ Rod Keller
Rod Keller, CEO & Executive
Board Member

Exhibit 10.21

ENTRUSTMENT AGREEMENT

This Entrustment Agreement ("**Agreement**"), dated and effective as of December 4, 2021 ("**Effective Date**"), is entered into by and between **Cenntro Electric Group, Inc.**, a corporation organized under the laws of the state of Delaware, USA ("**Cenntro**"), having its registered office address at 16192 Coastal Highway, Lewes, DE 19958, U.S.A. and **Cedar Europe GmbH**, a company organized under the laws of Germany, having its business address at Hüttenstrasse 48, 40215 Düsseldorf, Germany (**"Cedar").** Cenntro and Cedar are collectively referred as **Parties.**

Recitals

WHEREAS, Cenntro is in the business of designing, manufacturing, supplying, and selling electric commercial vehicle products;

WHEREAS, Cenntro needs assistance from Cedar in its business development in Europe countries; and

WHEREAS, Cedar is willing and able to help Cenntro in such business initiatives;

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Entrustment of Leases.** Cenntro hereby entrusts Cedar to, in Cedar's name, sign one or more lease agreements as approved by Cenntro, to lease properties in Germany for purpose as warehouse, office, showroom, engineering and service center and/or assembly facility, etc. ("**Leases**").

2. Responsibility of Costs. Cenntro shall be responsible for all expenditures and costs of the leases, including but not limited to security deposits, rental costs, utilities expenses, maintaining and other ongoing costs as required by the Leases.

3. Operation of Leased Properties. Cenntro hereby entrusts Cedar to operate the leased facilities under Cedar's name, per guidance and instructions of Cenntro. Cenntro shall bear all costs related to such operations, including but not limited to labor costs.

4. Commitments and Liabilities. Cenntro shall assume all commitments and liabilities as a result of the Leases.

5. Payment. Cenntro shall make timely payments for costs and expenditures under Clauses 2, 3 and 4 as guided by Cedar; Cedar shall provide to Cenntro all necessary and sufficient supporting documents for such costs and expenditures.

6. Term and Termination.

6.1 Initial Term. The term of this Agreement commences on the Effective Date and continues for a period of five (5) years ("**Initial Term**") unless it is terminated earlier pursuant to the terms of this Agreement or applicable law.

6.2 Renewal Term. Upon expiration of the Initial Term, the term of this Agreement will automatically renew for additional successive one (1) year terms unless either Party provides written Notice of non-renewal at least ninety (90) days prior to the end of the then-current term (each, a "**Renewal Term**" and together with the Initial Term, the "**Term**"), unless any Renewal Term is earlier terminated pursuant to the terms of this Agreement or applicable law.

6.3 Cenntro's Right to Terminate. Cenntro may terminate this Agreement, by providing written Notice to Cedar:

(a) if Cedar is in material breach of any representation, warranty, covenant or obligations of Cedar under this Agreement, and either the breach cannot be cured or, if the breach can be cured, it is not cured by Cedar within thirty (30) days after Cedar's receipt of written Notice of such breach;

(b) if Cedar (i) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due, (ii) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject;

(c) if without obtaining Cenntro's prior written consent, which will not be unreasonably withheld or delayed, (i) Cedar merges or consolidates with or into another person, or (ii) a change in control of Cedar occurs.

Any termination will be effective on Cedar's receipt of Cenntro's written Notice of termination or such later date set forth in such Notice.

6.4 Cedar's Right to Terminate. Cedar may terminate this Agreement, by providing written Notice to Cenntro:

(a) if Cenntro is in material breach of any representation, warranty, covenant or obligations of Cenntro under this Agreement and either the breach cannot be cured or, if the breach can be cured, it is not cured by Cenntro within thirty (30) days after Cenntro's receipt of written Notice of such breach; or

(b) if Cenntro (i) becomes insolvent or is generally unable to pay its debts as they become due, (ii) files or has filed against it, a petition for voluntary or involuntary bankruptcy or to any proceeding under any domestic or foreign bankruptcy.

Any termination, no matter by whom, shall not eliminate Cenntro's obligations under Clauses 2 and 4, provided that, simultaneously with such termination, Cenntro shall replace Cedar to continue all Leases within the term of the Leases, and Cedar shall have handed over all operations at all leased properties to Cenntro.

7. **Compliance with Laws.** Each Party shall, at all times and at its own expense, comply with all Laws applicable to this Agreement and its performance of its obligations hereunder.

8. Representations and Warranties.

8.1 Cedar's Representations and Warranties. Cedar represents and warrants to Cenntro that:

(a) it is a limited liability company, duly organized, validly existing and in good standing under the laws of Germany;

(b) it is duly qualified to do business and is in good standing in every jurisdiction in which such qualification is required for purposes of this Agreement. It has the full right, power, and authority to enter into this Agreement and to perform its obligations hereunder.

8.2 Cenntro's Representations and Warranties. Cenntro represents and warrants to Cedar that:

(a) It is a corporation, duly organized, validly existing, and in good standing under the laws of the state of Delaware, USA;

(b) It is duly qualified to do business and is in good standing in every jurisdiction in which such qualification is required for purposes of this Agreement. It has the full right, power, and authority to enter into this Agreement and to perform its obligations hereunder.

9. Mutual Indemnification. Subject to the terms and conditions of this Agreement each Party shall indemnify, defend, and hold harmless the other Party and its representatives against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, all fees and the costs of enforcing any right to indemnification under this Agreement and the cost of pursuing any insurance providers, relating to, arising out, or resulting from any third-party Claim or any direct Claim against a Party.

10. Miscellaneous.

10.1 Entire Agreement. This Agreement constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

10.2 Interpretation. The Parties acknowledge that this Agreement is drafted and executed in the English language, which shall control, in all respects, the construction and interpretation of this Agreement.

10.3 Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, then such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement.

10.4 Amendment and Modification. No amendment to or modification of this Agreement shall be effective unless it is in writing and signed by each Party.

10.5 Assignment. Cedar may not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Cenntro.

10.6 Successors and Assigns. This Agreement is binding on and inures to the benefit of the Parties and their respective permitted successors and permitted assigns.

10.7 Choice of Forum. Each Party irrevocably and unconditionally agrees that it shall not commence any action, litigation, or proceeding of any kind whatsoever against the other Party in any way arising from or relating to this Agreement and all contemplated transactions in any forum other than via Arbitration in accordance with this Agreement, Each Party agrees that a final judgment in such Arbitration.

10.8 Waiver of Jury Trial. Each Party acknowledges and agrees that any controversy that may arise under this Agreement, including any appendix attached to this Agreement, is likely to involve complicated and difficult issues and, therefore, each such Party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement, including any exhibits, schedules, attachments, and appendices attached to this Agreement, or the transactions contemplated hereby.

10.9 Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

10.10 Force Majeure. No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's reasonable control, including, without limitation, the following force majeure events ("**Force Majeure Event(s)**"): (a) acts of God; (b) flood, fire, earthquake, and other disasters or catastrophes (such as pandemics), or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; and (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) shortage of adequate power or transportation facilities; and (i) other similar events beyond the reasonable control of the Impacted Party. The Impacted Party shall give written Notice within thirty (30) days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of thirty (30) days consecutive days following written notice given by it, either Party may thereafter terminate this Agreement upon thirty (30) days' written notice.

[Signatures appear on the following page]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date(s) noted below.

CENNTRO ELECTRIC GROUP, INC.

By: /s/ Peter Wang

Name: Peter Wang

Title: CEO

Date: 12/4/2021

Cedar Europe GmbH

By: /s/ Yong Wang

Name: Yong Wang

Title: Manager

Date: 04.12.2021

Exhibit 10.22

Lease Agreement
for Commercial Space

Agreement No. **2021/63**

Cedar Europe GmbH
Lessee

Lierenfelderstrasse 51
Street address of leased property

40231 Düsseldorf
Location of leased property

vhg

[initials]

Notes regarding the Lease Agreement for Commercial Space

A lease agreement for commercial space is typically entered into for a term of many years and concerns considerable monetary sums. Therefore, particular care must be taken when filling it out. Particularly because every commercial rental property is different and hardly comparable, a pre-printed contract can only provide rough guidance and must allow for many possible ways of filling it out. **Before using this pre-printed contract, please review whether it is suitable for the rental property or whether, due to the particularities of the property, a specific agreement should be drafted. You should therefore have the agreement briefly reviewed by a professional after it is filled out, but before it is signed. The simplest way, and a favorably priced one, to do this is to consult an association of homeowners and condominium and property owners**. Irrespective of the foregoing, please be sure to take careful note of the passages marked with footnotes. Please fill out all passages that require filling out (shown by underscoring) or strike them through to make it clear that they have been seen.

Particular care should be used when striking passages of the text not intended for this. These frequently serve for information purposes, and in many cases, even where not specifically noted, they are fixed by statute or case law and cannot validly be amended.

In particular, an additional final renovation clause (meaning a general obligation on the lessee's part to renovate the space at the end of the lease) should not be inserted into the agreement under any circumstances, as such a clause causes the **entire** agreement on renovations to be invalid pursuant to the latest case law of the German Federal Court of Justice [Bundesgerichtshof (BGH)] (judgment of April 6, 2005, XIII ZR 308/2), including in the case of leases involving commercial space.

Individual agreements (including regarding carpeting and/or parquet floors) are possible, but according to the case law, there are very narrow prerequisites for an assumption that an individual agreement has been reached. **The consulting service of an association of homeowners and condominium and property owners can provide information on this in the individual case.**

In the case of properties in condominium complexes, any restrictions of the permissible use that may be set down in the declaration of division or the condominium bylaws must be observed. The HOA house rules should be appended to this agreement as an annex hereto.

Particular agreements concerning contractual purposes of use should be set down as individual provisions in Sec. 28 of this agreement or in an annex hereto.

It is also important to agree on a clear provision in Sec. 14 as to whether the cleaning work is to be performed by the lessee or by external parties if billed as operating costs.

Any and all annexes must include a reference in their text to the main agreement and be signed by both Parties. It is recommended that the main agreement and all annexes be permanently attached, e.g., using adhesive or eyelets.

Automatic indexing clause (Sec. 7 (5)):

This clause is permissible pursuant to Sec. 3 (1) of the German Act on Pricing Clauses [Preisklauselgesetz] of September 7, 2007, in the version thereof dated July 29, 2009 (BGBl. [German Federal Law Gazette] I page 2355) if the lessor waives the right of ordinary termination for a period of at least ten years.

or

the lessee has the right to extend the term of the agreement to at least ten years.
The percentage change is calculated according to the following formula:

$$\left(\frac{\textit{New index}}{\textit{Old index}} \times 100\right) - 100$$

Adjustment or expert clause (Sec. 7 (6)):
Pursuant to Sec. 1 (2) of the German Act on Pricing Clauses, this clause is not covered by the prohibition on certain pricing clauses, as it constitutes what is known as a "clause on reservation of performance."

Lease Agreement for Commercial Space

This Lease Agreement is entered into by and between the following Parties:
As lessor and owner (see Annex 1):
Mr./~~Ms.~~[1] _____
Stefan Schoppmann **Tel. 0202 – 408 6666** (Name(s)),
Hohenstaufenstrasse 26, 42287 Wuppertal (Address),

represented by Mr./~~Ms.~~[1] **Stefan Schoppmann** (Name),
_____ (Address),
if the Lessor exercises the option in favor of application of VAT, the Lessor's tax number is **VAT ID: DE 200929561**.
The Lease Agreement is given the following serial number: **2021/63**.
As lessee:
~~Mr./Ms./~~ **Firma Cedar Europe GmbH**
_____ (Name(s)),
Hüttenstrasse 48, 40215 Düsseldorf (Address),
+49 1768-3089673, wang@cedarled.de (Phone, fax, e-mail),
_____ (Address),
entered in the Commercial Register/Partnership Register[2] of the city of **Düsseldorf**
Register number[3]: **HRB 84799**
represented by[4] **Mr. Yong Wang, October 30, 1968** (Name),
Rheinallee 11, 41460 Neuss (Address),
The representative affirms that he/she holds full authorization to represent the above Party in entering into this Agreement. An original power of attorney was presented when the Agreement was entered into.

Sec. 1 – Leased Property

1. The following is leased at the following property[2]
Lierenfelderstrasse 51, 40231 Düsseldorf
_____ (Address)
the commercial unit on the **ground floor, first floor, and basement level.**
The leased area is agreed to comprise 2,529.00 m².
as well as the following further space
roof space
_____ (detailed description)[5].

2. The lease also includes **8** parking spaces in the underground garage (specified in Annex A) and **6** parking spaces next to the property.

[1] Please state the exact form of address and, where applicable, the company name and legal form (such as e.K., GmbH, GbR, KG, etc.) of the Party.
[2] Please mark with an X, fill out, and/or strike through where not applicable.
[3] Must be filled out in all cases involving a limited liability company [Gesellschaft mit beschränkter Haftung (GmbH)] or partnership.
[4] In the case of a GmbH or stock corporation [Aktiengesellschaft (AG)], the managing director(s)/member(s) of the Board of Management authorized to represent the entity must be stated.
[5] You can refer to a plan or annex here that you append, with the space marked in color or specified. (The annex must be signed by both Parties.)

Sec. 2 – Purpose of use of the Leased Property

1. The Parties agree that

☒[2] The Lessee is permitted to use the Leased Property for any commercial purpose desired, with the exceptions set out below. The Lessor is therefore exclusively liable for the Leased Property being approved for commercial use under construction regulations. The Lessor is not aware of the requirements for the specific trade desired by the Lessee. **The Lessee is responsible for establishing the requirements for its specific trade itself, particularly for fulfilling the requirements of public law, especially craft and trades law.** The Lessee had sufficient time to deal with these requirements before this Agreement was entered into. The following commercial uses by the Lessee are ruled out: operation of a business to market and/or present erotic products, video store, casino,[2]

---

[1] Please list specifics here (e.g., air conditioning system, ventilation system) or insert a reference to a separate directory appended hereto, which you are to prepare.

[2] Please mark with an X, fill out, and/or strike through where not applicable.

The Lessor is aware that this use must be possible in terms of construction and permissible under public law as far as construction-related requirements or those of the facilities included in the lease are concerned.

The Lessor must maintain these requirements during the entire term of the lease.

All other requirements, particularly those lying in the Lessee's personal or business circumstances, fall within the Lessee's sphere of responsibility. In the event of non-fulfillment of these requirements for which the Lessee is responsible, the latter cannot invoke the defense that the basis of the transaction has ceased to apply.

To the extent that work still needs to be performed in order to meet the requirements of the specific use, it is agreed that the following work will be performed by the Lessee at its own expense[2]:

All other requirements of a construction nature must be carried out by the Lessor.

2. ☒[1] The Lessor declares that it has opted in favor of the application of value-added tax (VAT). With regard to this, the Lessee undertakes to use the Leased Property exclusively for business purposes within the meaning of the German Value-Added Tax Act [Umsatzsteuergesetz (UStG)] that do not preclude the deduction of input tax by the Lessor. The Lessee undertakes further to provide the Lessor or the Lessor's Revenue Office [Finanzamt], as the case may be, with all necessary documents so that the Lessor can comply with its obligations of proof arising from the German Value-Added Tax Act. The Lessee undertakes to notify the Lessor without delay if the entitlement to deduct input tax ceases to apply. If the Lessee culpably fails to meet its obligations as set out above, the Lessee undertakes to compensate the Lessor for any and all damage and/or losses arising as a result of this breach of duty.

Sec. 3 – Term of lease

1. Term of Agreement

c) Fixed-term agreement with extension clause[1]

The lease shall commence on **January 1, 2022** and end on **December 31, 2024**.
It shall be extended one time/**in each case**[1] by 1 year unless one Party objects to the extension, in writing, upon **six[1]** / **6** months' notice.

[1] Please mark with an X, fill out, and/or strike through where not applicable.

2. Notice of termination, an objection to the extension of the lease, and assertion of an agreed extension option must be **in writing**. The factor determining whether this is done in due time is not the time when the declaration is sent, but rather the time when it is received by the other Party.

3. After the termination of the lease, a tacit extension of the Agreement pursuant to Sec. 545 BGB through mere continued use does not enter into consideration.

Sec. 4 – Lessor's right of extraordinary termination

1. The Lessor is permitted to terminate the lease with immediate effect and without observing a particular notice period for termination in particular if
   a) the Lessee is, for two consecutive due dates, in default of payment of the rent or a not inconsiderable portion thereof or has fallen into default of payment of the rent in a period extending over more than two due dates in an amount equal to or greater than two months' rent; or
   b) the Lessee disregards a written warning notice from the Lessor and continues a use of the Leased Property that is in breach of contract, particularly using the Leased Property for a purpose prohibited pursuant to Sec. 2 without the Lessor's written permission or, if a specific commercial use has been agreed, uses it for purposes other than those mentioned in Sec. 2 hereof, namely in the event of a change or significant expansion in the nature of the business, the business sector, or an agreed product range, or in the case of unauthorized subletting, otherwise provides the property to third parties for their use, including unauthorized changes of company owner or legal form, and the Lessee, in so doing, significantly infringes the Lessor's rights (see Sec. 13 No. 4).
2. Notice of termination must be given in written form.

Sec. 5 – Rent and breakdown of rent

The monthly rent is made up of the following elements:

1.	Base rent	
	a) for the commercial space in itself	**19,900.00** euros
	b) for the garages/parking spaces included in the lease	_____ euros
	c) for the use of_____	_____ euros
	d) for the apartment/residential space included in the lease	_____ euros
2.	Lump-sum administrative costs in the amount of 2% of the base rent[2] **398.00** euros	
3.	Advance payments toward heating costs	**885.00** euros
4.	Advance payments toward operating costs	**2,865.00** euros
	Total rent	**24,048.00** euros
	VAT, where the Lessor opts in favor of the application of VAT[3]	
	at the then-applicable rate, currently **19** % = currently	**4,569.12** euros
	Total payment amount	**28,617.12** euros

[1] Please mark with an X, fill out, and/or strike through where not applicable.
[2] "Administrative costs" means the costs of the workers and facilities necessary to manage the building or the economic unit, the costs of supervision and surveillance, and the value of the administrative work personally done by the Lessor. The administrative costs also include the costs of the statutory or voluntary audit of the annual financial statements and the executive management.
[3] Only in case of exercise of the Lessor's VAT option pursuant to the German Value-Added Tax Act

Sec. 6 – Operating costs

1. In addition to the base rent, the Lessee shall bear, for all leased space, particularly the operating costs within the meaning of Sec. 1 and 2 of the German Ordinance on Operating Costs [Betriebskostenverordnung] in the then-applicable version thereof.[1] If the Ordinance on Operating Costs is set aside, it shall be replaced by those provisions that supersede or replace the Ordinance on Operating Costs in terms of content. If no successor provision is made, the most recent version of the Ordinance on Operating Costs shall continue to apply *mutatis mutandis*.

The Lessee must bear the following types of costs in particular.[2] **(This list does not establish any claim to the creation of the system or facility if no such system or facility exists):**

All cost types stipulated in Sec. 1 and 2 of the Ordinance on Operating Costs, and moreover

- costs of service/maintenance/cleaning/inspection of building connections, water delivery and drainage systems, electrical conduits, systems, and equipment, heating and gas lines as other operating costs

- costs of window service and maintenance

- costs of service and maintenance of fire extinguishers (including replacing extinguishing agents)

- costs of cleaning, service, and maintenance of air conditioning and ventilation systems and equipment

- costs of cleaning of shared windows

- the following **other operating costs**[3]:

☒ Roof gutter cleaning and flat roof cleaning
☒ Service and maintenance of exhaust gas discharge equipment of garages
☐ Cleaning, service, and maintenance of grease traps
☒ Service and maintenance of garage/underground garage gates
☒ Service and maintenance of alarm systems, closed-circuit TV surveillance, intercom and door opening systems
☒ Costs of surveillance, such as a security and locking company
☒ Costs of the doorman
☒ Costs of fire inspections, including regular preventative fire inspections

Other additional operating costs (if applicable, to be entered separately)
Clearing snow

The Lessee must moreover bear this cost type, charged on a lump-sum basis:
☒ the costs of commercial and technical facility management (lump sum)[4].

2. If the Leased Property is equipped in whole or in part with a heating system that supplies only this rental property with heat and/or hot water, the Lessee undertakes to sign up for a supply of the energy necessary to this end with the supplier itself in its own name and at its own expense and to maintain it to the extent necessary to the proper performance of the lease. The further costs of operating the heating, such as service, maintenance, or chimney sweep costs, shall be settled by the Lessor via the statement of operating costs according to causation thereof.

3. The Lessee undertakes, beyond the provisions of Subsection 2 above, to sign up for electricity for the leased space (not general electricity) and all operating cost types (including water, where applicable), including the supply of media content (e.g., broadband cable connection) for which direct procurement is possible, itself during the term of the lease with the relevant supplier in its own name and at its own expense and to maintain it for the term of the lease to the extent that maintaining the supply is necessary to the proper execution of the agreement[5]:

The Lessee undertakes not to discontinue the relevant supply agreements before this Lease Agreement expires. This also applies if the Leased Property is vacated prematurely. If meters are removed for reasons for which the Lessee is responsible, the Lessee is obligated to provide compensation for the reinstallation costs and all consequential costs.

4. Performance in kind and work performed by the Lessor may be applied up to the amount of the costs saved for equivalent services of third parties, but without VAT, unless the Lessor itself opts in favor of the application of VAT.

[1] Sec. 1 and 2 of the Ordinance on Operating Costs, current version, are printed in the annex.
[2] Please do not strike any cost types; in addition, do not mark any cost types with an X unless expressly provided otherwise.
[3] Please mark with an X and/or fill out.
[4] "Administrative costs" means the costs of the workers and facilities necessary to manage the building or the economic unit, the costs of supervision and surveillance, and the value of the administrative work personally done by the Lessor. The administrative costs also include the costs of the statutory or voluntary audit of the annual financial statements and the executive management.
[5] Please mark with an X, fill out, and/or explain in further detail.
[illegible] measures

Costs that can be allocated **concretely** to the Leased Property must be distributed to the Leased Property alone. The following applies to the distribution of the other costs that cannot be separated from the costs of the entire property:
a) The heat and hot water supply costs shall be distributed according to the pass-through formula stipulated in Sec. 11 hereof.
b) The costs of the water supply shall be settled according to the Leased Property's consumption of water if appropriate metering equipment is present. Otherwise, they shall be distributed according to the following pass-through formula[1]:

c) The costs of the wastewater shall be passed through in accordance with the costs of the water supply. If separate fees are assessed for surface drainage, these shall be passed through in proportion to the ratio of residential/usable space unless the fee applies to space that the Lessee alone is permitted to use. The fee for space usable by the Lessee alone shall be borne exclusively by the Lessee alone.

d) The costs of waste disposal shall be allocated concretely if the Lessee uses its own waste receptacles that only the Lessee is entitled to use. Otherwise, the costs shall be distributed according to the following pass-through formula[1]:

e) The elevator costs shall be passed through according to the distribution formula stipulated in Sec. 12 hereof. If no distribution formula is entered there, they shall be passed through in proportion to the ratio of residential/usable space.

f) All other operating costs shall be distributed in proportion to the ratio of residential/usable space in the building/economic unit unless another pass-through measure is agreed hereinafter:

☐[1] the following line items shall be distributed according to use units:

☐[1] and the following line items according to_____:

.

g) ☐[1] Where concrete distribution formulas are not agreed, the determination shall be made by the Lessor in its reasonably exercised discretion within the scope of the first account statement.

h) It is agreed that the basis for calculation in the case at hand is an economic unit specified as follows:

i) If the Lessor incurs particular costs as a result of the manner in which the property is used (e.g.: surcharge on fire insurance, additional waste receptacles), these amounts shall be passed through to the Lessee in full.

j) The Lessor is entitled to pre-distribute operating costs if this is sensible or necessary based on the cost types, the property, or the use of the property.

k) ☐[2] Since the matter concerns partially owned property, The Lessor is bound by the distribution formula used by the owners' association and shall pass through the operating costs according to the measures stipulated by the owner's association in each case. The most recent account statement for general building fees, including heating costs, which is designated "Annex __," is appended hereto.

The Lessee accepts the distribution formulas used here as being as agreed (this annex should be signed again by the Parties and attached to the Agreement). Furthermore, the Parties agree that the Lessee shall bear the property tax (which is not included in the account statement for the facility management) separately in accordance with the individual property tax assessment notice issued for the rented unit. The most recent property tax assessment notice is appended hereto as "Annex __."

☐[2] Since the matter concerns partially owned property, the operating costs—except the heating costs, which are distributed in accordance with the German Ordinance on Heating Costs [Heizkostenverordnung] (see Sec. 17 of this Agreement)—shall be distributed as follows (where applicable, to be recorded in a separate contractual annex):

Furthermore, it is agreed that the Lessee shall bear the property tax (which is not included in the account statement for the facility management) separately in accordance with the individual property tax assessment notice issued for the rented unit. The most recent property tax assessment notice is appended hereto as "Annex __."

If the matter concerns partially owned property and the owners' association decides, during the term of the Agreement, on

[1] Please mark with an X, fill out, and/or explain in further detail.
[2] Fill out/mark with an X where applicable and strike through where not applicable.

[illegible]
in the distribution formula, or if a change in the distribution formula is necessary for legal reasons, the Lessor shall notify the Lessee thereof. The Lessee shall consent to this change in the distribution formula if the Lessee is not grossly disadvantaged thereby.
The Lessor is permitted to amend the pass-through measures in its reasonably exercised discretion if this is stipulated by law or grounds relating to the proper management of the building/economic unit require this or cause it to appear to be sensible.

6. If new operating costs that are necessary according to the principle of economic efficiency arise after the Agreement is entered into, the Lessor is entitled to pass through these costs proportionally to the Lessee by way of a declaration made in text form. The notification must include the cost type, the reason for which the costs have arisen after the fact, the overall costs for the property or economic unit, the distribution of the costs, and the Lessee's portion. The Lessor is permitted to demand reasonable advance payments for newly arising operating costs from the time at which the Lessor becomes aware thereof.

7. The following applies to the settlement of accounts for the operating costs:
   a) Accounts must be settled annually with regard to the advance payments. The Lessor is permitted to change the billing period for reasons of expediency. To this end, billing periods that fall short of the typical 12-month statement are also possible by way of exception in this case. No period of longer than 12 months is permitted for settlement purposes.
   b) The result of settlement must be paid to the other Party within four weeks after receipt of the statement of accounts. If the Lessee raises objections to individual line items in the statement of operating costs, the Lessee is obligated to pay the balance of the operating cost statement as it exists without considering the items against which objections are being raised.
   c) In the event of increases or reductions in the operating costs, the Lessor is entitled to re-establish the advance payments effective as of the month following the increase notice. This declaration may be made at any time with proof of the reason for the change.

8. If changes in operating costs occur retroactively (e.g., through amended assessment notices concerning municipal levies), the Lessor is entitled to pass these through proportionally to the Lessee by way of written declaration even if accounts regarding these costs have already been settled vis-à-vis the Lessee; the declaration must designate and explain the reason for the pass-through, and the correction must be made within three months after receipt of the amended invoices or assessment notices. In the event of retroactive increases in the operating costs, the Lessor's declaration is effective retroactive to the time of the increase. If operating costs decrease, the advance payments toward operating costs must be reduced accordingly from the time of the decrease onward.

9. If monthly lump sums are paid toward operating costs, the Lessor is entitled to adjust them to the current amount at any time if additional charges have arisen since the time of the Parties' entry into the Agreement. The adjustment must be made in writing and is effective as of the start of the month following the month after receipt of the notice to the Lessee. Adjustments may be made at any time, but not before the time of the actual change in the costs at the Lessor's end.

Sec. 7 – Changes in rent

1. If the Lessor opts in favor of application of VAT, the payment of VAT in the then-applicable statutory amount is agreed. Amendments apply as of the time of the statutory increase.
2. **Even during the fixed term, if any, of the Agreement, the amount of the rent is subject to change by way of a freely concluded contractual agreement or any of the special agreements set out below or based on corresponding provisions of law.**

3. Future changes in the base rent (see Sec. 5 No. 1) shall be in accordance with
   ☐1 Section 4 **OR** ☒ 1 Section 5 **OR** ☐1 Section 6 hereinafter.
   Adjustments in the operating costs pursuant to Sec. 6 of this Agreement and increases in the base rent due to measures that improve the value pursuant to Sec. 7 are possible independently of any increase in the base rent.

5. [illegible] clause, automatic escalation
For an at least 10-year commitment by the Lessor, i.e., for example five years of a fixed term plus a five-year option for the Lessee, or a lifetime lease by one of the parties, see Section 3 of the Price Clause Act [Preisklauselgesetz] in the Annex

☒ a) If, in the future, the Consumer Price Index for Germany currently defined for Germany by the Federal Office of Statistics (current basis 2015 = 100 points) varies (up or down) by at least **5** 1 per cent compared to the level of the index at the time the lease is entered into, the amount of the rent shall be revised accordingly by the same percentage effective as of the beginning of the month following this change.
This clause can be applied repeatedly if the above requirements are met, starting from the time of the respective immediately previous revision of the rent.
Rent increases that occur after the entry into force of the lease within the meaning of § 7, No. 7, of this lease on account of improvement measures by the Lessor shall be taken into consideration as follows in application of the value-protection clause: The required variation of the price index shall be measured against the level at which the rent increase stipulated according to § 7, No. 7, becomes effective. For the revision of the rent on the basis of the variation of the price index that occurs after this time, the increased rent according to § 7, No. 7 shall be used as a basis.

If the selected index is no longer published or updated, the parties hereby agree that they shall apply an index that is comparable to the one selected here (in particular the comparable index then published by the Federal Office of Statistics or its successor organization), with a corresponding mathematical adjustment or re-indexing.

If the selected escalation clause should not be approved within the meaning of § 3 of the Price Clause Act, the parties to the lease shall agree on a clause, the economic objective of which is equivalent to that of the unapproved clause. Optionally, in the event of a variation of the above referenced Consumer Price Index by 10 per cent since the entry into force of the lease or the most recent rent increase on the basis of this clause, the Lessee has an obligation to accept a reasonable adjustment of the rent to market rents (also called an index-linked rent review).

7. Improvement measures

If the Lessor incurs expenses for modernization measures within the meaning of § 559 of the Civil Code and other measures that are appropriate or beyond its control within the meaning of § 20, No. 1 b, including infrastructure and expansion measures to traffic areas on the property, utility lines and sewage lines, including the building connections of such systems, or for connections to the broadband cable network, the Lessor can demand an increase in the annual rent by 11% of the costs allocated to the leased premises. Otherwise, § 559 of the Civil Code also applies to this lease. However, notwithstanding § 559 of the Civil Code, a rent increase of this type shall also be agreed upon, in addition to a rent increase as stipulated in Nos. 4, 5 and 6, and/or if the lease is for a fixed term.

The Lessee must pay the increased rent starting from the beginning of the month that follows receipt of the written rent increase notice, but in no case sooner than the beginning of the month that follows the completion of the measure.

[1] Please enter the desired amount, if the clause is agreed to under § 7, No. 3; conventionally, amounts of not more than 10% are stipulated.

§ 8 Security Deposit

1. To guarantee all claims by the Lessor, the Lessee must irrevocably provide the Lessor with a security deposit in the amount of **180,000.00 €** **(One hundred eighty thousand Euros)**.
The security deposit shall be in the form of a
☒[1] payment to the Lessor of an interest-bearing cash bond in the amount of **180,000.00 €** **(One hundred eighty thousand Euros)**.

OR

☐[1] directly enforceable, open-ended, unlimited and unconditional guarantee (e.g., from a major bank or public savings and loan association [Sparkasse] or from a shareholder, general partner or other third party); the guarantee must be issued by (exact identification of the credit establishment or of the individual, including address):

_____

_____

2. The Lessee must deliver the cash bond or the written guarantee to the Lessor before the handover of the leased premises. If the Lessee does not comply with this obligation in spite of a formal notice, the Lessor is entitled to withdraw from the lease agreement. The Lessor is entitled to make the handover of the leased premises dependent on the prior delivery of the security deposit.
3. A contractual, interest-bearing cash security deposit must be invested by the Lessor separately from its own assets in a bank of public savings and loan association at the normal interest rate for savings deposits with a withdrawal notice as specified by law; the interest shall be added to the amount of the security deposit.
4. If the leased property is sold or in the event of a change of Lessor, the Lessor must provide the Lessee with an accounting of the security deposit within a reasonable period of time, and must transfer any surplus, including interest, to the Lessee. Upon the recording of the purchaser as the owner in the public real estate register, but no sooner than after receipt of an accounting and (if there is a surplus) reimbursement of the security deposit in accordance with Sentence 1, the purchaser has a claim against the Lessee for payment of a security deposit in the amount of the security deposit stipulated in Para. 1. On instructions from the Lessee, the Lessor must pay any excess determined in accordance with Sentence 1 to the purchaser (or optionally in part) to satisfy the purchaser's claim to the security deposit.

§ 9 Payment of rent

1. The full monthly rent as stipulated in § 5 must be paid monthly in advance, not later than on the 3rd business day of the month, to the Lessor or to the person or agency authorized by it to receive rent payments and give receipts, to
IBAN: **DE77 3846 2135 0011 8350 15**
at: **Volksbank Oberberg**
BIC: **GENODED1WIL, in EURO**, net of costs and fees.

2. **The first rent installment must be paid before the handover of the leased premises. Non-payment in spite of a formal warning entitles the Lessor to withdraw from the lease agreement.**
3. At the demand of the Lessor, the Lessee must pay the rent using the direct debit method from a bank account.

4. The timeliness of payment shall be determined not by the date payment is sent, but by the date payment is received, or the credit memo. Repeated but accepted late payments do not create any right on the part of the Lessee to late payment of the rent. Late payments entitle the Lessor to charge second-notice fees and late interest.

§ 10 Rent reduction, offsetting, withholding right

1. The Lessee may not offset against the rent or exercise a right to withhold or reduce the rent. Exceptions from this clause are claims by the Lessee for damages for non-performance or the reimbursement of expenses on account of a defect of the leased premises identified before after the execution of the lease for which the Lessor is responsible as a result of malicious intent or gross negligence, as well as other claims from the lease relationship, provided that they are undisputed, have been legally upheld or are ripe for adjudication.
The Lessee expressly reserves the right to exercise a right to reclaim rent initially paid in full. Any counterclaims by the Lessee from the lease relationship exercised by way of offsetting or reduction shall be refunded in monthly installments which may not exceed 30% of the respective monthly rent.

2. In any case, the Lessee must give one month's advance notice of offsetting or the rent reduction or the exercise of the right to withhold rent of payments. The Lessee's right to bring legal action for the exercise of counterclaims, rent reductions or offsetting, or the refunding of unjustified enrichment, is unaffected by this provision. The period of advance notice shall not be necessary for the period after the end of the lease.

[1] Please check the appropriate box, fill in the appropriate information or strike out provisions that do not apply.

§ 11 Heat and hot water supply

1. If the leased property has a central heating system which supplies other parts of the building or of the property, in addition to the leased property, with heat and/or hot water, the Lessor must keep the heating system in operation to the conventional extent during the period from October 1 through April 30. Outside the heating season, the Lessor may decide at its sole discretion when to operate the system. The hot water supply system must be kept in operation at all times.
2. The scope of the heat and hot water costs shall be determined on the basis of the respective statutory requirements (§ 2, No. 4 of the Operating Cost Ordnance: [Betriebskostenverordnung]: § 7, para. 2 of the Heating Cost Ordnance [Heizkostenverordnung].
   At the beginning and end of the lease relationship, the Lessee—proportionally if appropriate—shall bear the costs of interim meter reading if the beginning and end of the lease relationship do not coincide with the beginning or end of the billing period for heating costs. The above ordnances apply as appropriate for the costs of the hot water supply system of the building/or the economic unit.
3. The heat and hot water costs shall be divided as follows:
   70% [1] according to the information recorded by the thermometer or heat cost allocator or hot water meter or hot water cost allocator;
   30% [1] according to the usable or residential area/the improved area of the building or of the economic unit.
   If no apportionment rates have been entered, the determination shall be made by the Lessor in the framework of the heating cost regulation with the first billing.
   The Lessor is entitled at its sole discretion to modify the billing standards within the framework permitted by law if justified interests so require for the proper management of the building/of the economic unit.
4. If the Lessee operates the heating system itself, it must keep it in operation to the required extent during the heating season, operate it correctly and carefully in accordance with the applicable statutory regulations and technical requirements and in particular have it operated and monitored at its own expense. Service and maintenance shall be provided by the Lessor and paid for by the Lessee as part of the billing of operating costs.
5. If the leased property is connected to a central heating system, the Lessor shall operate the system itself or purchase the necessary heat from an independent heat supplier.
   A change between the property's own heating system and the supply of outside heat (heat contracting) does not require the Lessee's consent.
6. If heat is purchased from an independent heat supplier, the Lessor shall be liable for the lack of heat supply only if disruptions occur as a result of the Lessor's own internal utility lines. If heat is purchased from a heat contractor, the Lessor may demand that the costs of the Lessee's heat supply be billed directly by the heat supplier. In this case the Lessor shall not be required to bill for any heating costs or hot water costs. These costs shall be billed exclusively by the heat supplier without any involvement on the part of the Lessor.
7. The allocation of costs shall be determined on the basis of the regulation concerning the consumption-based billing of heating and hot water costs (the "Heating Costs Ordnance" [Heizkostenverordnung]), and optionally the Ordnance concerning General Terms and Conditions for the Supply of Town Heat (AVBFernwärmeV).

§ 12 Elevator

1. The elevator costs to be covered by apportionment include in particular:
   Costs of electricity, costs of supervision, operation, monitoring and maintenance of the system, regular inspections of its operational readiness and operational safety, including adjustment by technicians and the costs of cleaning the elevator system.
2. The elevator costs shall be apportioned on the basis of the ratio of usable and residential area of the building or of the economic unit or on the basis of the allocation formula specified below:[2]

The Lessor is entitled to modify the allocation formula at its sole discretion if the proper management of the building/economic unit make such changes necessary.

[1] Please fill in or cross out whatever does not apply.
[2] Please complete if necessary

§ 13 Use of the leased premises

1. The Lessor must hand over the following keys to the Lessee for the duration of the lease term[1]:
2 Building door keys: **2** Property entry door keys:_____Garage keys:
_____Basement keys:_____Mailbox keys, as well as the additional keys listed below

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The number of keys the Lessee is actually given shall be recorded in the handover report prepared at the time the property is handed over. The Lessee must immediately inform the Lessor of the loss and procurement of keys. The keys handed over must be returned to the Lessor upon termination, expiration or cancellation of the lease. At the same time, the Lessee must turn over any keys it itself has had made at its own expense to the Lessee at no charge, or provide evidence of their destruction.

For reasons of the security of the overall property, in the event of the loss of keys provided to or purchased by the Lessee itself at its (the Lessee's) expense, the Lessor is entitled to have the necessary number of keys made and new locks installed; this provision applies as appropriate for a central locking system of the property. The same requirement also applies if the Lessee, upon moving out, does not return all the keys to the Lessor. The Lessee is not obligated to reimburse the Lessor for the replacement of locks provided it can demonstrate that there is no real threat to the security of the property.

2. The Lessee must treat the leased premises and the common areas of the buildings, furniture and fixtures gently and carefully. The Lessee must exercise care in the context of the contractual use of the leased premises.
3. The Lessee may not make use of anything that has not been leased to it under this agreement or separate agreements.
4. Any change or significant expansion of the type of operation, of the branch of business or of an agreed-upon selection of merchandise, if a corresponding agreement was entered into, as well as sub-leasing and other handover of the use of part or all of the leased premises to third parties is prohibited without the Lessor's prior consent. This requirement also applies in the event of a change in the ownership of the Lessee's company or its legal form that may have an adverse effect on the rights of the Lessor. Any refusal on the part of the Lessor to permit sub-leasing shall not entitle the Lessee to cancel the lease pursuant to § 540, para. 1, Sentence 2 of the Civil Code, unless the Lessor's refusal is arbitrary.
5. Consent to sub-leasing or transfer of use to third parties is valid only for the individual case, and can be revoked by the Lessor at any time for cause.

The Lessee hereby assigns to the Lessor, in the event of sub-leasing, any and all claims for rent it may have against the sub-lessor in the amount of the rent owed under § 5 of this lease as security.

The Lessee shall be liable for the actions of the sub-lessee or of any third party to which it has turned over use of the leased premises.

If the Lessor has selected the VAT option, the following provisions apply in the event of sub-leasing:

With regard to the withholding of the input tax deduction, the Lessee must lease the leased premises, if they are sub-leased, exclusively to a sub-lessee who uses it for business purposes within the meaning of the Value-Added Tax Act that does not exclude withholding of the input tax deduction by the Lessor. The Lessee must further ensure that the sub-lessee makes available to the Lessee or to the Lessee's Tax Office all the necessary documents so that the Lessee can comply with its documentation obligations under the Value-Added Tax Act. The Lessee must immediately notify the Lessor if it or its sub-lessee loses its eligibility for the input tax deduction. If the Lessee fails to comply with the obligations cited above, it must reimburse the Lessor for any and all damages that are incurred as a result of this breach of duty.

6. The Lessee is not entitled to discontinue commercial operation in whole or in part. For the entire term of the lease it must operate its commercial activity, in particular its shops, in an orderly manner and decorate its shop windows and displays in accordance with the purpose of the lease or keep them open to public traffic to maintain the attractiveness of the side and to prevent the loss of customer flows.
7. Animals may be kept or temporarily housed only with the Lessor's prior consent. Such consent is valid only for the individual case and can be revoked if the presence of the animals has undesirable effects. The Lessee shall be contractually liable for all damage caused by the keeping of animals in corresponding application of § 833 of the Civil Code.
8. The Lessee must not feed pigeons, seagulls or other animals from the leased premises, on account of the related damage and nuisance such activities create.
9. The Lessee is aware that the leased premises are not air-conditioned and that indoor temperatures may therefore exceed 26 degrees Celsius. This fact has been taken into consideration in the setting of the rent. The Lessee cannot therefore exercise any claims against the Lessor on this account on any legal grounds whatever.
10. The Lessee's vehicles of all types may be parked only with the Lessor's prior consent and only in the indicated spaces. If the courtyard, passage or stairs are dirty as a result of transport activities by the Lessee, the Lessee must perform the necessary cleaning unsolicited.

Motorcycles, motor scooters, mopeds, electric bicycles and similar vehicles may be stored in the leased premises, common areas and other parts of the property only if the fire department regulations are observed, and then only with the Lessor's prior consent. The Lessor may withhold its consent for cause.

The Lessee shall be liable for damage caused by the Lessee's vehicles or by third-party vehicles transiting its premises.

[1] Please complete and/or cross out whatever does not apply

§ 14 Cleaning obligations, snow and ice removal and waste management

1. The Lessee must regularly and properly clean the leased premises, including window frames and rolling shutters from the inside. This requirement also applies for outdoor components such as window frames and rolling shutters from the outside, if possible, depending on the design of the windows and shutters, without special effort (scaffolding, etc.) on the part of the Lessee. Glass surfaces must be cleaned inside and out at least once every two months. The cleaning obligation also applies for advertising installations, even if they were installed or set up by the Lessor itself. These signs must be regularly cleaned by the Lessee at its own expense and the necessary equipment (ladders/scaffolding/man lifts) must be procured at its own expense. The purpose of the cleaning is to preserve the carefully maintained appearance of the overall property and to keep it attractive to customers, which is also to the benefit of the Lessee.
2. The Lessee shall be responsible, on instructions from the Lessor, for cleaning the common areas, stairs, hallways, courtyards and hall windows as well as the entrances to the building and the areas around the building, as well as for ice and snow removal, unless these tasks are otherwise assigned and their costs are apportioned as operating expenses.

(**X**) The tasks are performed by hired contractors and billed as operating expenses.[1]
(Mark with an X or cross out)

(__) The Lessee shall perform the tasks listed below.[1]
(Mark with an X or cross out, including the lettered paragraphs below)

a) The Lessee must thoroughly wet mop the portion of the hallway (i.e., the entire floor) leading to its leased premises, and all of the stairs to the next-lower level as necessary, but at least once a week, and must also keep it clean on the other days. If multiple tenants use a floor, they must perform the cleaning weekly, taking turns according to a schedule set by the Lessor. The scope of the cleaning includes the mailboxes, the windows of the stairwell and the building and courtyard doors, the stair landings and baseboards as well as the stairwell railings, which are architecturally part of the floor in question, including the staircase. If the Lessee is unable to perform the cleaning itself, it must make provisions for cleaning to be done by an outside service at its own expense.

b) The Lessee must always keep the leased premises, including any leased furniture and fixtures and areas, the customer parking places used exclusively by it, garage entrances, building entrances and the traffic areas on the property in front of the leased premises, if it uses the property exclusively, safe for traffic at all times, to the extent that such measures do not involve the substance of the building or of the property. Damage to the substance of the building or property, as a result of which the safety of traffic might be adversely affected, must be reported to the Lessor immediately. The Lessee must immediate remove dirt generated by its operation. Unregistered vehicles that require registration (e.g., automobiles, trucks, motorcycles) may not be parked on the premises.

c) This ground floor[1]/basement[1] tenant shall be responsible for cleaning the sidewalk and, where no sidewalk is present, for clearing a path in the street the width of a one-meter sidewalk as well as the courtyard and the building entrance, including the respective entrances. The Lessee must also remove snow and ice from the leased property areas, customer parking places, garage entrances and entrances at its own expense. These cleaning obligations also include the removal of snow and ice as well as the necessary and possibly repeated spreading of grit substances. De-icing salt and substances containing de-icing salt may not be used unless permitted by local regulations in exceptional cases. Snow must be removed in accordance with local regulations, and in any case immediately after the snow stops falling. At the Lessee’s request, it must be provided by the previous tenant with the currently valid version of the local regulations. Grit must be spread immediately if icing occurs: Ice that cannot be satisfactorily counteracted by spreading grit must be removed.
If the Lessee's doors are left open all day, the Lessee shall be responsible for switching the building and courtyard doors to "closed" in the evening.

d) The Lessee must provide the tools and cleaning/grit necessary for cleaning and ice and snow removal at its own expense. If it cannot perform the cleaning, ice and snow removal itself, it must hire an outside service at its own expense.

e) The Lessor is entitled, on the basis of the commitment provided by the Lessee, to request its exemption from its public safety obligation.

3. If waste containers are used, the Lessees must be alternately responsible for putting the containers out and retrieving them, as well as for any cleanup necessary. The Lessor is entitled to prepare a schedule that regulates the assignment of responsibilities. If it is prevented from performing its obligations, the Lessee must engage an outside service at its own expense. If the Lessee has been allocated one or more of its own waste containers for its exclusive use, it must put them out and retrieve them and perform any necessary cleanup activities.
If these activities are performed by the Lessor or by contractors hired by the Lessor and billed as operating expenses, the Lessee shall have no obligations in this regard.
If the local government has regulations that require a special type of waste collection, in particular the separation of different categories and types of waste, the Lessee must comply with these regulations.

[1] Please complete and/or strike out whatever does not apply.

§ 15 Condition of the Leased Premises

1. Lessee will take over the Leased Premises as being compliant with the Agreement in the condition known to Lessee after a detailed inspection and examination. Lessor, however, agrees to have the following work done:[1]

_____

_____ by inception of Lease/~~by [date]~~ _____

_____

_____ by inception of Lease/by [date] _____

_____

_____ by inception of Lease/by [date] _____

2. The Parties will prepare a joint record of the handover, to be signed by both Parties. The state of equipment documented there after inspection will be acknowledged by Lessee as complying with the Agreement.
   Lessee has been notified of the following drawbacks and accepts them as complying with the Agreement, inasmuch as these drawbacks were taken into account in setting the rent:

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§ 16 Maintenance and Upkeep

Lessee is required to maintain the Leased Premises, including the installations and equipment leased together with them, in the scope stated below:

a) Lessee must heat the Leased Premises, together with its existing equipment, to the required extent.

b) Lessee must ventilate the Leased Premises adequately. Proper ventilation presupposes regular cross-ventilation (a through draft). Ventilation by way of a tilted window is not a proper form of ventilation and entails the risk of moisture damage and mold formation. Lessee will furthermore share the cost of minor maintenance and repair work ("Minor Repairs") for items subject to Lessee's direct access, such as the installed units for electricity, water and gas, heating and cooking facilities, window and door closures, shutter closures and components of roll-up shutters. This also applies to heating if components are concerned that are within Lessee's sole sphere of access, or if the heating provides heat and/or hot water solely to the Leased Premises, as well as advertising installations if provided by Lessor. Minor Repairs are repairs that do not exceed the amount of[2] **€350.00** per single instance at the time of inception of the Lease. As Minor Repairs are essentially dependent on wages, this amount will increase in the same proportion as the Consumer Price Index for Germany, basis 2015 = 100, relative to the inception of the Lease. However, this rise will increase the amount for Minor Repairs only if an increase has been made in the base rent.
   Lessee will share in these Minor Repairs for each individual repair, irrespective of the actual amount of the invoice, in the amount of[3] **€350.00**, but not more than the documented amount of the invoice. For each year, the total cost of Minor Repairs is limited to 5% of the annual base rent as provided in § 5 Item 1. This provision is a simple provision for allocation of costs. Lessee is to report defects promptly to Lessor so that Lessor can arrange for repairs. If Lessee has the work done itself at its own expense, there will be no reimbursement of costs by Lessor.

§ 17 Cosmetic Repairs by Lessor

Lessor is not obligated to perform regular cosmetic repairs.

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[1] Please fill out and delete inapplicable items.
[2] Please insert desired amount (approximately 3-5% of annual base rent).
[3] Please insert desired amount. E.g., €100.00 for base rents up to €500 per month, e.g., €250.00 up to €1,000, and in other cases, e.g., €350.00.

§18 Cosmetic Repairs by Lessee

1. The following is agreed regarding performance of cosmetic repairs by Lessee:

EITHER

☐[1] To avert future disputes about cosmetic repairs at the time of vacating, Lessee agrees, without examination or allowance for the actual condition, to pay Lessor a lump sum of €_____. This will eliminate any obligation by Lessee to perform regular cosmetic repairs or a final renovation. The amount will be due at the end of the Lease.

OR

☒[1] Lessee must, at its own expense, properly perform or arrange to properly perform current—cyclically recurring—cosmetic repairs in the leased rooms, cellar rooms, other accessory rooms used solely by Lessee, such as storage areas, garages, etc., if and as soon as this becomes necessary during Lessee's tenancy. In this case the following will apply:

a) Lessee must also perform cosmetic repairs at the end of the Lease, or if later, at the time of vacating, if such repairs are necessary at that time due to Lessee's tenancy.

b) If cosmetic repairs are not due and necessary at the end of the Lease, Lessee will pay Lessor a reimbursement for the time of wear and tear elapsed since the inception of the Lease or —if cosmetic repairs were performed after inception of the Lease—since the last performance of cosmetic repairs, up to the end of the Lease or time of vacating, as the case may be. The amount of the reimbursement will be calculated on the basis of an estimate from an expert firm in the painting craft for the cosmetic repairs customarily occurring in renovating the Leased Premises; Lessee reserves the right to prove that the cosmetic repairs can also be performed in a workmanlike manner at a lower price. The reimbursement to be paid by Lessee will be calculated by setting the time of wear and tear described in the preceding sentence in proportion to the period that begins with the inception of the Lease/occupancy, or —if renovated after occupancy/inception of the Lease—the ending date of the last cosmetic repairs, and ends on the date on which cosmetic repairs would presumably be necessary had the Lease continued.

Example: If the Lease ends after one year and if cosmetic repairs would presumably be needed in an office space after a total use period of 5 years given continued use by Lessee, Lessee's share of the cost of renovating the office space would be 1/5. This provision on sharing costs does not apply for the rental of Leased Premises that had not been renovated at the inception of the Lease. If Lessee properly performs, or arranges to perform, cosmetic repairs that were not yet due, in good time before the end of the Lease or before vacating the premises (if applicable, only in individual rooms), Lessee will be relieved of paying the corresponding share of costs. This exempting authorization will expire at the end of the Lease, and in any case not later than the time of vacating the premises, if the latter occurs later than the end of the Lease. The provision on sharing costs also will not apply if the subsequent Lessee declares a willingness to perform cosmetic repairs or assumes the costs thereof.

c) **All cosmetic repairs must be performed properly to professional standards.** Lessee may deviate from the previous form of execution (e.g., ingrain wallpaper instead of regular wallpaper). However, coloration at the end of the Lease must be such as to conform to usual taste, i.e., in neutral, light, covering colors or wallpapers, if Lessee received the Leased Premises in these colors and has changed the coloring from the condition at the time of taking receipt of the premises. In the event of repapering, existing wallpaper must be removed first. Woodwork in a natural finish must not be painted with colors. Plastic frames or anodized or natural-finish metal frames are not to be painted. Lacquered wood parts (i.e., those with a transparent finish or glaze) must be returned in the shade provided at inception of the Lease, if during the tenancy Lessee has altered the coloring from the condition at the time of handover of the premises.

Wood parts or metal frames painted in a color must be returned in the color provided at inception of the Lease, if during the tenancy Lessee has altered the coloring from the condition at the time of handover of the premises; however, they may also be returned painted white or a light color.

d) Lessee must provide evidence of the performance of cosmetic repairs.

2. Other covenants (e.g., on condition at inception of Lease):

_____

_____

[1] Please check selected alternative and fill any applicable blanks.

§ 19 Lessor's Liability

1. Lessor will be liable for property damage and financial loss incurred by Lessee only in cases of willful misconduct or gross negligence, provided the defect is caused by the Leased Premises, and a risk atypical of the contract is realized. Lessor will also be liable for conduct of its representative or vicarious agent only in the event of willful misconduct or gross negligence. Lessor will not be liable for moisture damage to items brought in by Lessee or for impairment of operations due to moisture damage, unless these are caused by Lessor's willful misconduct or gross negligence. If the electric, gas or water supply or sewage service is interrupted owing to a circumstance for which Lessor has responsibility, or if flooding or other disasters occur, Lessee will have no claims for damages against Lessor.
2. Lessor will have no liability, irrespective of fault, for initial defects in the Leased Premises that were present at the time of formation of the Lease Agreement and for damage to items brought in by Lessee. Lessor will not be liable for defects lying within Lessor's responsibility that arise later, or that arise because Lessor was dilatory in repairing defects, unless Lessor or Lessor's vicarious agents are at fault for willful misconduct or negligence. Lessee's claims for fulfillment and Lessee's right to terminate without notice are not affected hereby.
3. The liability exclusion under Items 1 and 2 above will not apply:
   if Lessor specially warrants a certain characteristic of the Leased Premises or has fraudulently concealed a defect; it will not apply:
   in the event of injury to Lessee's life, limb or health as a result of a negligent breach of duty by Lessor or a willful or negligent breach of duty by a legal representative or vicarious agent of Lessor;
   if the loss or damage results from a breach of a so-called cardinal duty, i.e., a breach of contractual duties that are intrinsic to the proper performance of the Agreement and on the fulfillment of which the Lessee therefore relies; and for loss or damage for which Lessor has insurance, such as building and owner's liability insurance or residential building insurance.

§ 20 Structural Changes and Other Measures

1. **Measures taken by Lessor**
   a) Lessee must tolerate structural changes needed to maintain the Leased Premises, the building or the economic unit, or to avert threatened hazards or to remedy damage.
   b) Lessee must also tolerate all advantageous or useful measures, or measures outside Lessor's control, particularly modernization measures, such as measures for thermal and sound insulation, and the improvement of installations.
   This provision will apply *mutatis mutandis* for improvements and expansions of traffic areas, supply and disposal utility installations, including building connections for such installations, and connections to the broadband cable network.
   c) Lessee must keep areas that come under consideration for work under items a) and b) accessible, subject to prior appointment, and is not to impede or delay performance of the work; in the event of conduct for which Lessee is at fault, Lessee will be liable for the resulting additional cost and loss or damage.
   d) Lessee will have no claims for damages for measures to be tolerated, unless Lessor is responsible for willful misconduct or gross negligence.
   e) The provision under § 7 Item 7 will apply for rent increases because of Lessors' expenditures for measures under item b) above.
2. **Measures taken by Lessee**
   Lessee is not entitled to perform structural and other changes, or to install new equipment, without Lessor's prior consent.
   Lessee must promptly remove work performed without Lessor's consent if Lessor so requests, at its own expense, and must restore the previous condition.
   Lessor's right to demand restoration of the previous condition at Lessee's expense at the end of the Lease is not excluded by Lessor's having consented to a structural change by Lessee. Lessee will be liable for all loss or damage that arises through Lessee's fault.

§ 21 Lessee's Liability

1. Lessee will be liable to Lessor for damage to the Leased Premises and the building/economic unit and to the equipment and installations appurtenant to the Leased Premises or the building/economic unit, that is caused by Lessee, or persons belonging to Lessee's household, its workers, employees, visitors, customers, suppliers and crafts people and similar persons engaged by Lessee, if the damage is within Lessee's sphere of responsibility. If Lessee pays damages to Lessor, Lessor must assign to Lessee any claims against the party who caused the damage. Lessor must prove objective breach of duty. Lessee bears the burden of proving that there was no conduct at fault when rooms, installations and equipment were in Lessee's custody.
   Lessee will not be liable for happenstance or force majeure.
2. If Lessee is at fault, Lessee must replace damaged glass, including display windows and mirrors, at Lessee's expense. Lessee must take out adequate glass insurance, at Lessee's expense, for all window, display window and door glass in the Leased Premises, and prove such insurance to Lessor. This will not apply if and insofar as Lessor has taken out its own glass insurance and passes the expense on to Lessee as an operating cost.

Glass insurance to be taken out by: (__☐__) Lessor (__☒__) Lessee

3. Before setting up heavy objects, machines or installations and installing equipment, Lessee must make sure that the permissible floor load is not exceeded. If a structural engineering calculation is needed in the particular case, Lessee must have it prepared at its own expense and present it to Lessor on demand. Lessee will be liable for all loss or damage incurred by Lessor or third parties if Lessee is at fault for noncompliance with this provision. Adverse effects of installations on the building, such as vibrations and cracks, or on other Lessees or neighbors, and unreasonable other nuisances, will entitle Lessor to revoke granted consent, and to forbid use, even if the effects are inevitably associated with the business.
   Lessee must also ensure that its machines do not overload the existing electrical system. Any necessary line upgrades must be arranged by Lessee at its own expense, in consultation with Lessor.
4. Lessee will be liable to Lessor for damage to buildings, installations, equipment, and to the remainder of the property, for which Lessee's vehicles or vehicles visiting Lessee are at fault. Lessee's vehicles may be parked on the property only with Lessor's consent, in the allocated spaces.
5. Lessee agrees to take out adequate liability insurance against loss or damage of all kinds for which it may be liable as a result of the Lease, and to maintain it for the life of the Lease. The foregoing applies *mutatis mutandis* for taking out and maintaining insurance for installations/equipment and inventory that Lessee brings in, against housebreaking and burglary, including vandalism, and housebreaking damage to the Leased Premises, insurance of contents, glass breakage (if agreed above), fire, water, general liability (also recommended: business interruption insurance).
   Taking out the insurance is to be documented to Lessor at the time of signing of the Agreement, and not later than three months after taking occupancy.
   Maintenance of the insurance must be documented by annual confirmation from the insurer of receipt of the premium payment.
6. Lessee must promptly give notice of all loss or damage to the Leased Premises as soon as they are discovered. The same applies to loss or damage to other parts of the property and building.
   If Lessee is at fault for failing to comply with this obligation in good time, it must pay compensation for further loss or damage.

§ 22 Advertising and Protection from Competition

1. Use of wall areas on or in the building for advertising purposes, for setting up or applying automated equipment, or for other purposes, is subject to separate prior consent from Lessor, which may be time-limited, may be subject to requirements and conditions, and may be revoked for good cause. In all the aforementioned cases, Lessor may demand restoration of the former condition after the end of use. Lessee will be liable for all loss or damage for which Lessee is at fault that is associated with installations of this kind. This provision will also apply to changes, renewals or replacements of such installations that are present at the time of leasing.
   Lessee must ensure and take responsibility that advertising installations, such as company signs and the like, awnings, and other items applied to the exterior are installed safely and at an appropriate height, so as to avert any injury to persons or damage to property. Local regulations must be complied with. Lessee will be responsible and liable for any incurred injury or damage.
   Wall areas, advertising installations and automated equipment must be designed tastefully in keeping with the environs and must fit the style of the property.
   Lessee must obtain any permits and bear the associated costs and follow-up costs.

2. Lessee is entitled to install only a company sign having a size, design and position that are in keeping with the environs and the style of the building or property. Specifically, the Parties agree:

Lessee alone will bear the costs of all advertising, including the costs of obtaining a building permit.

Lessee is responsible for proper installation and maintenance as provided by law and regulation.

The same will apply *mutatis mutandis* for other equipment for sales and promotional purposes, which is permitted only by written agreement with Lessor.

Lessee must make use of collective signage provided by Lessor and must assume the cost proportionately.

If at fault, Lessee will be liable for all damage caused by such items and their installation.

Upon surrender of the Leased Premises, Lessee must restore the former condition at its own expense.

3. Protection of Lessee from competition is
   ☒[1] not provided.
   ☐[1] provided for operation of the following business provided it relates to the main product line: (this must be coordinated with the purpose of the Agreement, which may be governed by § 2 of the Agreement)

Protection from competition does not apply to existing tenancies, but rather only to other commercial lessees of the building/economic unit if new rentals or changes of product line take place after the Agreement is made, and Lessor has influence over these.

§ 23 Lessor's Lien

1. Lessee declares that the items brought into the Leased Premises upon taking occupancy are owned by Lessee and are not under a lien, under distraint, or assigned as security. The following items are excepted:

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2. Lessee must notify Lessor promptly of any lien on the items brought in upon taking occupancy or subsequently.
3. Lessor is entitled to terminate the Lease without notice if Lessee deliberately makes incorrect representations or does not inform Lessor of restrictions that apply later.

§ 24 Lessor's Entering the Leased Premises

1. Lessor and its agent may enter the Leased Premises during business hours, after prior notice, to check the premises' condition. If Lessor intends to sell the property, or if the Lease is terminated or abrogated, Lessor or its agent may enter the premises during business hours together with potential buyers or tenants.
2. Lessee must ensure that the Leased Premises can be entered even during an extended absence (e.g., business holidays) to exercise the Lessor's rights above. Lessee must leave the keys in an easily accessible place for this purpose, and must inform Lessor.
   If the keys are not available to Lessor, Lessor will be entitled in exigent circumstances to have the premises opened at Lessee's expense.

§ 25 End of Lease

1. Lessee must surrender the premises to Lessor at the end of the Lease in the condition as agreed, vacated and fully, freshly cleaned (including glass/windows), together with all keys, including those procured by Lessee.
   Concerning floor coverings, Lessee must return these upon vacating in a clean, cleaned, and intact and proper condition apart from wear and tear as agreed, unless Lessee has itself brought in or procured the carpeting or other floor covering and Lessor requires these to be removed in order to restore the condition as originally leased or agreed. Prior to surrender, Lessee must promptly correct in a workmanlike manner any damage for which Lessee is responsible, above and beyond agreed wear and tear. In this regard, Lessee bears the burden of proving that it is not responsible for the aforementioned damage.
   A joint acceptance record of the condition of the Leased Premises will be prepared upon surrender to Lessor.

   Keys paid for by Lessee will be destroyed or rendered unusable in Lessor's presence, unless the Parties agree on a suitable settlement of costs.
2. Lessor may demand that Lessee remove the equipment, installations and structural changes it has brought in, and restore the former condition at its own expense, allowing for cosmetic repairs that are due.
   Lessor may furthermore demand that Lessee leave equipment and installations it has brought in at its own expense, or transfer them to Lessor, if Lessor pays suitable compensation therefor. If agreement is not reached on the amount of this compensation, an expert to be appointed by the competent Chamber of Industry and Commerce is to set the amount, with binding effect, on application by one side. The costs of the expert are to be borne proportionately by the Parties in accordance with the results of the expert's decision.
3. Delayed surrender of the leased premises will obligate Lessee to pay compensation, at Lessor's discretion, for the duration of the unavailability of the premises, in the agreed amount of rent or the amount of rent customarily obtainable locally for comparable spaces. Lessor is entitled to claim further loss or damage. This will especially be the case if cosmetic repairs that Lessee has refused to make, or other repair work for which Lessee is responsible, must be performed.
4. If Lessee is responsible for ending the Lease early, Lessee will be liable for the lost rent, service charges and other performances, and for all other loss or damage incurred by Lessor because the Leased Premises remain vacant during the term of the Lease or because Lessor incurs financial loss through an immediate re-leasing, particularly because a lower rent is received.
5. If Lessee leaves property behind after vacating, Lessor will be liable for damage or loss only if Lessor or its vicarious agents have acted willfully or with gross negligence.

[1] Please check and fill out as applicable.

§ 26 Body of persons

1. If there are several Lessees, they shall be liable for all obligations arising from the tenancy as joint and several debtors.
2. For a declaration by the Lessor to be legally effective, it is sufficient if such declaration is made to one (of several) Lessees. Until further notice and subject to written revocation, the Lessees authorize each other to receive declarations from the Lessor. Revocation of this authorization shall only become effective for declarations that are received after such revocation has been received. The revocation of the authorization must be declared in writing to all other Lessees and the Lessor.
   This authorization shall also apply to the receipt of rent increase declarations from the Lessor, however, it shall not apply to notices of termination and to lease cancellation agreements.
3. If one of several Lessees ceases to use the leased property, this shall not affect such Lessee's liability for the obligations arising from the Lease Agreement until its termination or the handover of the leased property. A release from liability shall require the Lessor's consent, unless mandatory statutory provisions stipulate otherwise.
4. If there are several Lessees (joint creditors), the Lessor may, at his discretion, pay out surpluses from operating cost accounts to any of the Lessees with discharging effect.

§ 27 Assignment and transfer

The Lessee shall not be entitled to transfer or assign Lessee's rights under this Lease Agreement to any third party or to contribute such rights to a corporation, in whole or in part, without the prior written consent of the Lessor.
The Lessor may refuse his consent only for good cause.

§ 28 House rules

If the leased property is held in part ownership in accordance with the Condominium Ownership Act [Wohnungseigentumsgesetz], the house rules of the community of owners in the respective valid version shall also apply in a legally binding manner to the Lessee. The Lessee shall receive these house rules as an appendix to this Agreement.
In all other cases, the house rules respectively established by the Lessor shall be deemed agreed.
The Lessee shall receive these house rules as an appendix to this Agreement.
In all other cases, the Parties to the Agreement hereby agree that the house rules set forth below shall form an integral part of the Agreement. The Lessee agrees that he and his family or household members, employees, sublessees, workers and craftsmen, as well as his visitors will adhere to the regulations. The Lessor shall be entitled to change the house rules if there are objective reasons for doing so, provided that this does not result in an additional costs for the Lessee. Accordingly, the following house rules currently apply:

House rules

Peaceful coexistence of the house residents is only possible if everyone is guided by the idea of a house community. Thus, all house residents must diligently observe the house rules, which are an integral part of this Agreement. The provisions of the house rules are binding for the Lessees, unless the other provisions of the Lease Agreement or legal or official regulations specify further obligations.

1. Being considerate of the residents of the house

Being considerate of a prosperous coexistence of the residents of the house requires the avoidance of any disturbing noise and activities disrupting domestic tranquility.

2. Duties of care of the residents of the house

When cleaning and tidying the floors, windows, doors and stairs, it must be ensured that no agents are used which could damage the material or peel off the paint.
Stairs and corridors that become unduly dirtied during the transport of things must be cleaned immediately.
Bicycles may only be stored in the Lessee' own cellar, unless the Lessor has expressly provided a separate storage facility.

3. Cleaning and maintenance duty

Home users are required to dispose of waste on a regular basis in accordance with local regulations. In the meantime, waste must be stored in closed containers. With regard to cleaning and cleanliness, special attention must be paid to garbage cans. Garbage cans may not be used for waste or malodorous substances that provide a breeding ground for vermin. The room which contains the trash cans must be kept clean at all times.

4. Cold protection

To prevent frost damage, especially to water-carrying pipes, the basement windows and other openings as well as the windows of the bath and lavatory rooms must be kept closed during freezing weather, except to the extent the need to be opened for ventilation purposes. The heating system must always be kept in operation to an extent that prevents frost damage.

§ 29 Other provisions

1. If the Lessor uses electronic data processing as part of the management of his property or accounting, or if he shares personal data of his Lessees to third parties for this purpose in order to provide services, in particular for the preparation of correspondence and settlement of accounts, the Lessee consents to the corresponding electronic storage and processing and sharing of the data.

   The Lessor assures that the data shall be treated confidentially and shall be used exclusively for the above purposes. The data shall not be shared for other purposes. At the request of the Lessee, the Lessor shall be obliged to provide information about the type and scope of the Lessee's stored data.

2. (E.g., construction cost subsidy, special facilities, special protection from competition and other information. If necessary, an appendix to the Agreement is to be prepared and signed by both contracting parties)

The Lessee shall obtain electrical service independently from the supplier and settle accounts with the supplier.

The Lease Agreement may be transferred to the newly established subsidiary of the Cenntro Electric Group as soon as this subsidiary has been entered in the German Commercial Register

The leased space, including parking spaces, is described in Appendix A on page 25.

3. Information contained in energy certificates made available or handed out in accordance with the German Energy Saving Ordinance [Energieeinsparverordnung] shall neither become part of this Agreement nor shall the Lessor warrant these as properties of the leased property.

§ 30 Changes and amendments

Subsequent changes and amendments to this Lease Agreement shall be agreed in writing. If the Agreement or special provisions thereof require the written form (in particular in the case of a commercial lease concluded for a definite period of time), both Contracting Parties undertake to cooperate in ensuring that changes and amendments to this Lease Agreement are made in writing. Neither Contracting Parties shall rely on a lack of the written form and both shall cooperate in maintaining the written form.

§ 31 Effectiveness of contractual provisions

Any invalidity of a provision, part of a provision or several provisions of this Agreement shall not affect the validity of the remaining provisions. Should any of the provisions of this Agreement violate mandatory statutory regulations, the corresponding statutory regulation shall take its place.
This Agreement has been executed in duplicate and in identical form and has been read and approved throughout by the undersigned and signed by their own hand. Each Party shall receive one copy (spouses or other body of persons only one copy)

Düsseldorf, dated 12/10/2021

/s/ Stefan Schoppman
[stamp:] STEFAN SCHOPPMANN
[illegible] 26
[illegible] Wuppertal
Tel.: 02 02 - 408 666 6
Fax: 02 02 - 408 666 19
office@schoppmann.one
Signature(s) of the Lessor(s)

Düsseldorf, 12/26/2021

/s/ Authorized Signatory
Cedar Europe GmbH
Signature(s) of the Lessee(s)

Directly enforceable guarantee

Leased property: _____

Date of conclusion of the Lease Agreement: _____

Having said this, we/I
assume[1] _____

_____(name and address of the guarantor)
the directly enforceable guarantee vis-à-vis _____

_____
(Lessor)
for liabilities of
the _____

_____
(Lessee)

from the above Lease Agreement for all claims arising from the lease relationship, including its termination, in particular rent including operating costs, value added tax, security deposit, claims for damages, claims for compensation for use, interest on arrears, costs of legal action and compulsory enforcement, including any rent increases, also in the event of extensions of the Lease Agreement. The Guarantor waives the right to terminate the Lease Agreement during the entire term of the Lease Agreement and for six months after termination of the tenancy or use by the Leasing Party. The guarantee shall be unlimited in time. Rights under the guarantee shall pass to a purchaser of the property or, in the event of a change of Lessor by law or legal transaction, to the person of the new Lessor.
We undertake/I undertake* to make payment **upon first demand**.
This means that I am/we are* obliged to make payment to the Creditor if the latter informs me/us* in writing of a payment claim the Creditor has against the Principal Debtor, providing cause and amount. Any objections and disputes of a factual and legal nature arising from the tenancy between the principal debtor and the creditor, the answer to which is not self-evident and which have not been settled by undisputed or final judgment, shall be resolved in potential recovery proceedings between the Guarantor and the Creditor.

Place, date, signature(s) of Guarantor(s)

Appendix

I. § Section 545 of the German Civil Code (BGB) Tacit extension of the lease

If the Lessee continues to use the leased property after the expiry of the lease term, the lease shall be extended for an indefinite period of time, unless one of the Contracting Parties declares to the other Party its contrary intention within two weeks. The period begins

1 for the Lessee with the continuation of use,
2 for the Lessor at the time when the Lessor becomes aware of the continuation.

II. Operating Costs Ordinance (BetrKV) in the version of November 25, 2003 (BGBl. [Federal Law Gazette] 2003, p. 2346, 2347) §1 Operating costs

(1) Operating costs are the costs incurred by the owner or leaseholder on a continual basis in connection with the ownership or leasehold on the property or the intended use of the building, additional buildings, equipment, facilities and the property. Contributions in kind and work provided by the owner or leaseholder may be set at the amount a third party, in particular, a company, would charge for an equivalent performance, however, the sales tax of such third party must not be included.
(2) The operating costs do not include:
1. The cost of the manpower required for the administration of the building and facilities, the costs of supervision, the value of the administrative work performed by the Lessor personally, the cost of statutory or voluntary audits of the annual financial statements and the management costs (administrative costs),
2. The cost incurred over the useful life for the preservation of the intended use, to properly remove structural or other defects resulting from wear and tear, aging and weather exposure (maintenance and repair costs).

§ 2 Statement of operating costs

Operating costs within the meaning of § 1 are:

1. The current public expenses of the property,
This includes, in particular, land tax;

2. The cost of water supply,
This includes the costs of water consumption, the basic fees, the cost of rental or other types of use of water meters as well as the cost of their use, including the cost of calibration as well as the cost of calculation and allocation, the cost of maintenance of the water flow regulators, the cost of operating an in-house water supply system and a water treatment plant including preparation materials;

3. The cost of drainage,
This includes the fees for the house and land drainage, the cost of operating a corresponding non-public system and the cost of operating a drainage pump,

4. The cost of
a) The operation of the central heating system including the exhaust system,
this includes the cost of consumed fuels and their delivery, the cost of the operating current, the costs of the operation, monitoring and maintenance of the system, the regular examination of its operational readiness and operational safety, including the setting by a technician, the cleaning of the system and the operating area, the cost of the measurements according to the Federal Immission Protection Law [Bundes-Immissionsschutzgesetz], the cost of rental or other types of use of equipment for recording consumption as well as the cost of the use of equipment for recording consumption, including the cost of calibration as well as the cost of calculation and allocation, or
b) Of the operation of the central fuel supply system,
This includes the cost of the consumed fuels and their delivery, the cost of the operating current and the costs of monitoring as well as the cost of cleaning the system and the operating area, the independent commercial supply of heat, including from systems within the meaning of the letter (a), this includes the fee for the heat supply and the cost of operating the associated house systems in accordance with letter (a), or

the cleaning and maintenance of floor heating systems and individual gas stoves,
This includes the cost of the removal of water deposits and combustion residues in the system, the cost of the regular review of operational readiness and operational safety and the related setting by a specialist as well as the cost of the measurements according to the Federal Immission Protection Law;

5. The cost of

a) the operation of the central hot water supply system,

This includes the cost of water supply in accordance with item 2, insofar as such cost has not been included under item 2, and the cost of water heating in accordance with item 4(a)

or

b) the independent commercial supply of warm water, including from systems within the meaning of the letter (a),

This includes the fee for the warm water supply and the cost of operating the associated house systems in accordance with item 4(a)

or

c) the cleaning and maintenance of warm water equipment.

This includes the cost of the removal of water deposits and combustion residues inside the equipment, the cost of the regular review of operational readiness and operational safety and the related setting by a specialist;

6. The cost of associated heating and hot water supply systems

a) In the case of central heating systems in accordance with item 4(a) and in accordance with item 2, insofar as such cost has not been included under these items, or

b) In the case of independent commercial supply of heat in accordance with item 4(c) and in accordance with item 2, insofar as such cost has not been included under these items.

or

c) In the case of connected floor heating systems and hot water supply systems in accordance with item 4(d) and in accordance with item 2, insofar as such cost has not been included under these items;

7. The cost of the operation of the passenger or freight elevators.

This includes the cost of the operating current, the costs of supervision, operation, monitoring and maintenance of the system, the regular examination of their operational readiness and operational safety, including the setting by a specialist as well as the cost of cleaning the system;

8. The cost of the street cleaning and waste disposal,

The cost of street cleaning includes the fees to be paid for the public street cleaning and the costs of corresponding non-public measures; the cost of waste disposal includes in particular the fees payable for the garbage collection, the costs of corresponding non-public measures, the cost of the operation of waste compressors, waste disposal chutes, waste extraction systems as well as the operation of waste collection equipment, including the cost of calculation and allocation;

9. The cost of cleaning the building and pest control,

The cost of cleaning the building includes the cost of the clean-up of the parts of the building shared by residents, such as entrances, corridors, stairways, rooms in the basement, attic rooms, laundry facilities, elevators;

10. The cost of garden maintenance,

This includes the cost of the care for horticulturally landscaped areas, including the replacement of plants and trees, the maintenance of playgrounds including the replacement of sand and the care of plazas, entrances and driveways for non-public transport,

11. The cost of the lighting,

This includes the cost of electricity for outdoor lighting and the lighting of the parts of the building shared by residents, such as entrances, corridors, stairways, rooms in the basement, attic rooms, laundry facilities.

12. The cost of chimney cleaning,

This includes the cleaning charges according to the applicable fee regulations, insofar as they are not included under the costs referred to under item 4(a);

13. The cost of the property and liability insurance,

This includes the costs of the insurance of the building against fire, storm, water and other natural hazards, the cost of glass insurance, liability insurance for the building, the oil tank and the elevator;

14. The costs for the janitor,

This includes the remuneration, social security contributions and all non-cash benefits paid by the owner or leaseholder to the janitor for his work, insofar as such work is not related to maintenance, repair, renewal, beauty repairs or property management. If any work is performed by the janitor, no labor cost in accordance with items 2 to 10 and 16 may be charged;

15. The cost of

a) The operation of the community antenna system,

This includes the cost of the operating current and the cost of the regular examination of its operational readiness, including the setting by a specialist or the fee for the use of an antenna system not belonging to the building as well as the fees applicable under copyright law for the cable retransmission, or

b) The operation of the private distributor system connected with a broadband cable network.

This includes the costs in accordance with letter (a), as well as the monthly basic charges for broadband cable connections;

16. The cost of operating the laundry facilities,

This includes the cost of the operating current, the costs of monitoring, care and cleaning of facilities, the regular examination of their operational readiness and operational safety, as well as the cost of water supply in accordance with item 2, insofar as such cost has not been included under this item;

17. Other operating costs,

This includes operating costs within the meaning of § 1 not included under items 1 to 16.

III. Excerpt from the Heating Costs Ordinance [Heizkostenverordnung] in the version published on October 5, 2009 (BGBl. 1 2009 p. 3250 et seq)

§ 7 Distribution of the costs of heat supply

(1) At least 50 percent, not more than 70 percent of the costs of operation of the central heating system shall be distributed according to the recorded heat consumption of users. In buildings that do not meet the requirement level of the Heat Insulation Ordinance [Wärmeschutzverordnung] of August 16, 1994 (BGBl. I p. 2121), which are supplied with an oil or gas heating system and in which the exposed pipes of the heat distribution system are mostly insulated, 70 percent of the costs of operating the central heating system shall be distributed according to the recorded heat consumption of the users. In buildings in which the exposed pipes of the heat distribution system are mostly uninsulated and therefore a significant proportion of the heat consumption is not recorded, the heat consumption of the users may be determined in accordance with the recognized technical rules. The consumption of the individual users determined in this way shall be taken into account as the recorded heat consumption in accordance with sentence 1. The remaining costs shall be distributed in accordance with the living or useful area or the enclosed space; the living or useful area or the enclosed space of the heated rooms may also be taken as a basis.

(2) The cost of the operation of the central heating system, including the exhaust system, includes the cost of the consumed fuels and their delivery, the cost of the operating current, the costs of the operation, monitoring and maintenance of the system, the regular examination of its operational readiness and operational safety, including the setting by a technician, the cleaning of the system and the operating area, the cost of the measurements according to the Federal Immission Protection Law, the cost of rental or other types of use of equipment for recording consumption as well as the cost of the use of equipment for recording consumption, including the cost of calibration as well as the cost of calculation and allocation.

Allocation and consumption analysis. In particular, the consumption analysis should reflect the development of costs for heating and hot water supply over the past three years.

Paragraph 1 shall apply respectively to the distribution of the costs of heat supply.
The costs of heat supply shall include the fee for heat supply and the costs of operation of the associated house systems in accordance with paragraph 2.

§ 8 Distribution of the cost of supply of hot water

(1) At least 50 percent and not more than 70 percent of the costs of operation of the central hot water supply system shall be allocated according to the recorded hot water consumption, and the remaining costs shall be allocated according to living or useful area.
(2) The cost of operation of the central hot water supply system includes the cost of water supply, unless it is billed separately, and the cost of water heating according to § 7 paragraph 2. The cost of water supply includes the cost of water consumption, basic fees and rental of meters, the cost of using intermediate meters, the cost of operating an in-house water supply system and a water treatment plant including preparation materials;
(3) Paragraph 1 shall apply respectively to the distribution of the costs of hot water supply.
(4) The costs of hot water supply shall include the fee for the supply of the hot water and the costs of operation of the associated house systems in accordance with § 7 paragraph 2.

§ 10 Exceeding the maximum rates

Legal provisions providing for higher rates than the maximum rates of 70 percent specified in § 7 paragraph 1 and § 8 paragraph 1 shall remain unaffected.

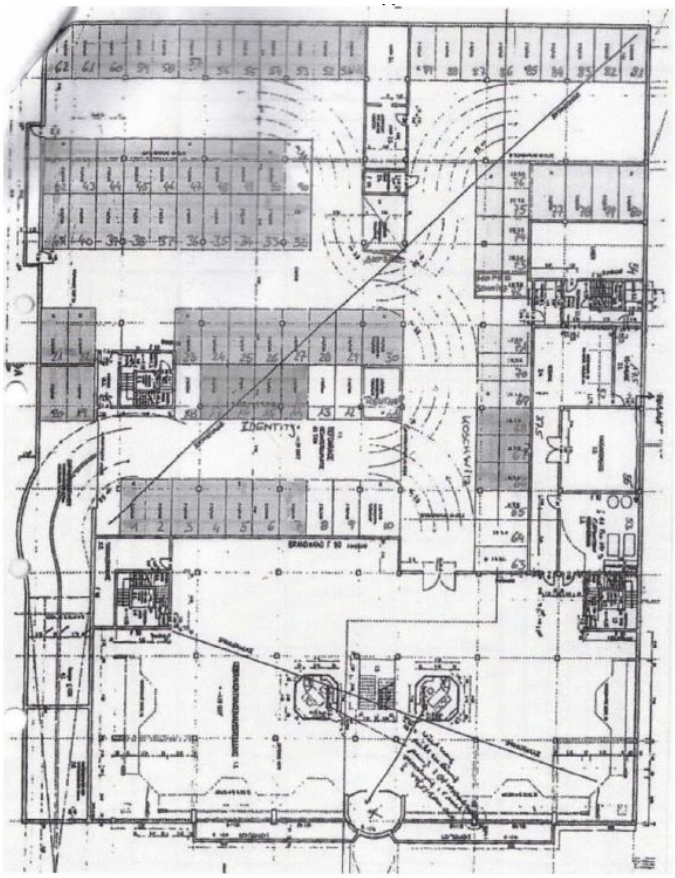
IV. Extract from the Price Clause Act [Preisklauselgesetz] of 09/07/2007 as amended on July 29, 2009 (BGBl. I p. 2355) §1 Price clause prohibition

(1) The amount of monetary debts may not be directly and automatically determined by the price or value of other goods or services that are not comparable to the agreed goods or services.
(2) The prohibition under paragraph 1 shall not apply to clauses,
1. That leave a margin of discretion with regard to the extent of the change in the amount owed, allowing the new amount of the monetary debt to be determined according to equitable principles (reservation of performance clauses),

§ 3 Long-term contracts

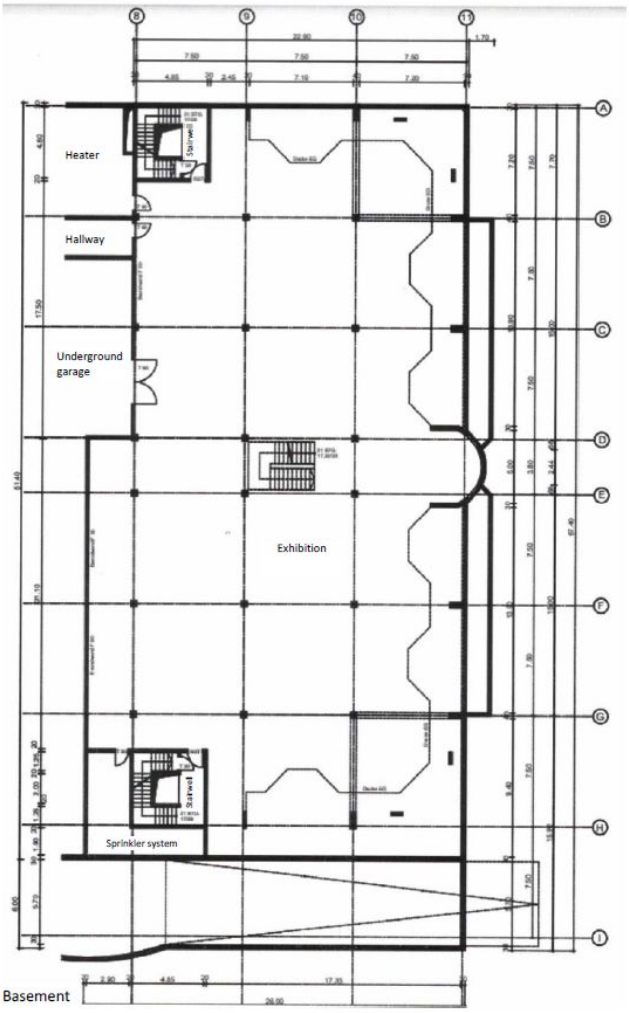
(1) Price clauses in contracts
1. on recurring payments to be made
a) for the lifetime of the creditor, debtor or a party,
b) until the beneficiary reaches earning capacity or a specific educational goal,
c) until the start of the beneficiary's retirement benefits,
d) for a period of at least ten years calculated from the conclusion of the contract to the due date of the last payment, or
e) on the basis of contracts under which the creditor waives the right to ordinary termination for a period of at least ten years or the debtor has the right to extend the term of the contract for at least ten years.
2. are permissible if the amount owed is to be determined by the change in a price index for total living expenses determined by the Federal Statistical Office or a Land Statistical Office or a consumer price index determined by the Statistical Office of the European Community and, in the cases set out in item 2, there is a period of at least ten years between the creation of the liability and the final maturity or the payments are to be made after the death of the party concerned.

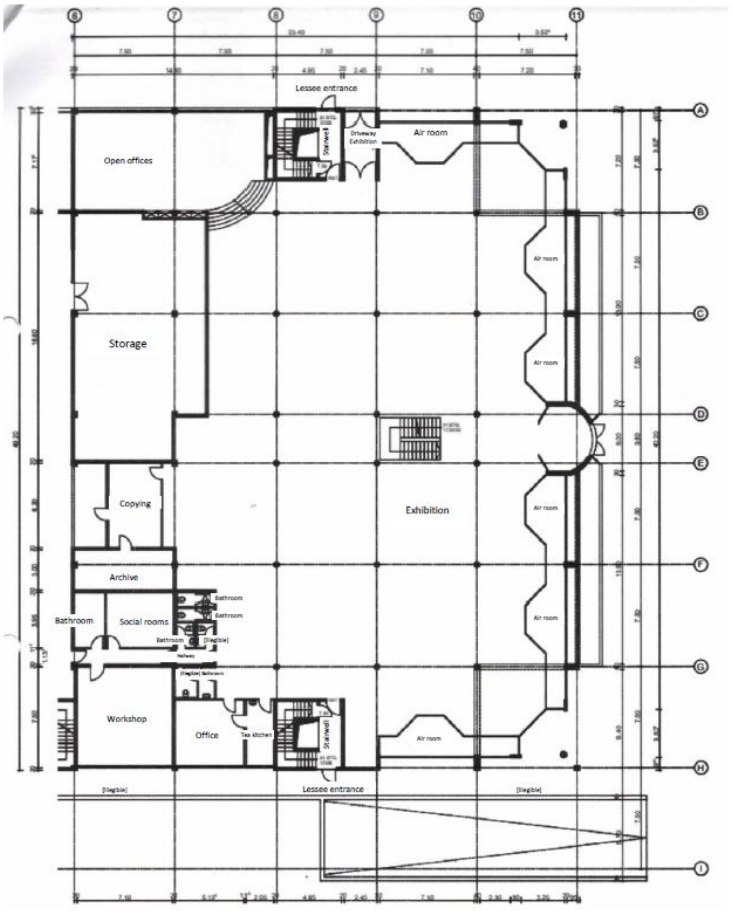
Appendix A

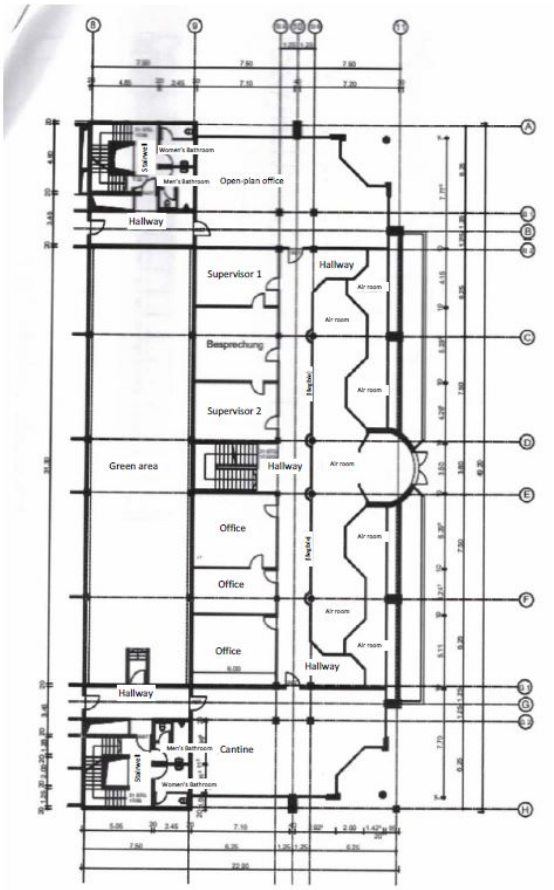


The lease includes parking spaces 8-13 and 63-65.

[…] leased area, basement, ground floor, upper floor and roof:




Lessee entrance
Open offices
Driveway Exhibition
Air room
Storage
Copying
Exhibition
Archive
Bathroom
Social rooms
Workshop
Office
Tea kitchen
Lessee entrance


Women's Bathroom
Men's Bathroom
Open-plan office
Hallway
Supervisor 1
Hallway
Air room
Air room
Besprechung
Air room
Supervisor 2
Green area
Hallway
Air room
Office
Air room
Office
Air room
Office
Air room
Hallway
Hallway
Men's Bathroom
Cantine
Women's Bathroom

1. OG

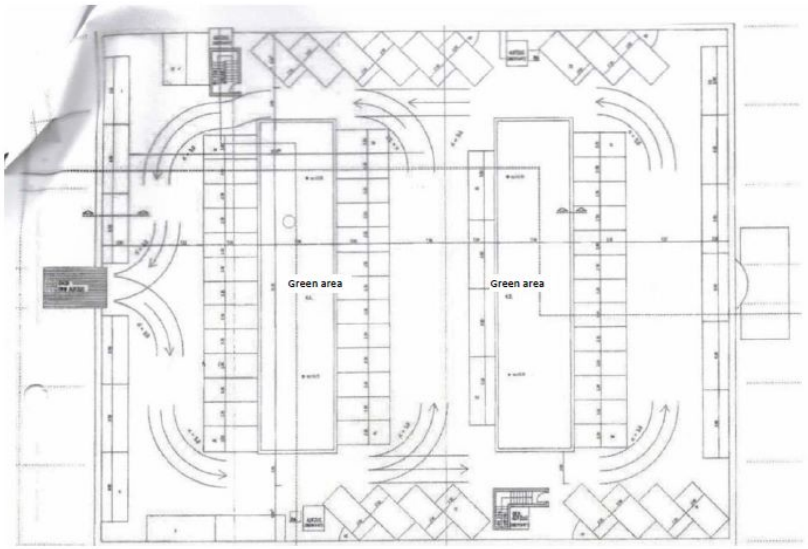

Green area
Green area

Exhibit 10.23

Term Sheet – FOH Online Acquisition

This Term Sheet is intended to be legally binding between the parties.

Item	Key Terms
1. Parties	1. Bendon Limited (a New Zealand Company - Company number 110935) (**Acquirer**) 2. Naked Brand Group Limited (an Australian corporation - ACN 619 054 938) (**Seller**) 3. FOH Online Corporation (a corporation organised under the laws of Delaware) (**FOH**)
2. Sale and Purchase	The Acquirer agrees to purchase and the Seller agrees to sell all of the legal and beneficial title to all shares and all other equity interests in FOH (**Sale Shares**) for an aggregate purchase price of AUD1 (**Sale**).
3. Completion	Completion of the Sale is to be effected simultaneously with closing of the acquisition by the Seller of Cenntro Automotive Group Limited, Cenntro Automotive Corporation, and Centro Electric Group, Inc. At Completion, the Seller must deliver to the Acquirer in registrable form transfers for all of the Sale Shares.
4. Recapitalization and forgiveness of intercompany loans	Prior to Completion, the Seller must recapitalise FOH with at least USD 12, 629, 267.90 in additional cash equity and forgive USD 9,491,195 of loans from the Seller or any related body corporate of the Seller to FOH to ensure that: • FOH's bank accounts contain at least USD 20,038,297 so as to cover the liabilities referred to in Annexure 1; and • FOH's balance sheet as at Completion is as shown in Annexure 2. Any additional equity issued as a result of this recapitalisation will be included in the shares and equity interests being sold to the Acquirer under this Term Sheet.
5. Services Agreement	The parties terminate the FOH Services Agreement with effect from Completion, with no effect on or continuing liabilities or obligations to the Seller.
6. Bank Accounts	At Completion the Seller must ensure FOH and the Acquirer has full control of the two bank accounts used by FOH being HSBC: 215002407 and HSBC: 893023434.
7. Seller Warranties	The Seller warrants to the Acquirer that: (a) The Sale Shares comprise the whole of the issued share capital of FOH. (b) The Seller is the legal and beneficial owner of, and can transfer, the Sale Shares, free from all third-party interests. (c) There are no facts or circumstances that could result in the creation of a third-party interest over the Sale Shares. (d) The Sale Shares have been validly issued by FOH in accordance with all applicable laws and are fully paid and no moneys are owing in respect of them. (e) There is no shareholder agreement, voting trust, proxy or other agreement or understanding relating to the voting of the Sale Shares. (f) There are no agreements, arrangements or understandings in place in respect of either the Sale Shares under which FOH is obliged at any time to issue any shares, convertible securities or other securities in FOH. (g) The Seller is not bound by a restriction on the transfer of the Sale Shares to the Acquirer.

8. No Indemnity	The Seller's representations and warranties will not survive Completion. Notwithstanding anything to the contrary, the Seller shall have no liability to Acquirer or FOH or any of their respective affiliates following Completion.
9. Confidentiality	The terms of the Term Sheet are strictly confidential. No party may disclose to any other person or entity: (a) any details of the Term Sheet; or (b) the fact that the Term Sheet has been signed or exists; except: (x) as required by law (including applicable federal securities laws); or (y) with the prior written consent of the other party (which consent shall not be unreasonably withheld, conditioned, or delayed).
10. Costs	Each party must pay its own costs in connection the preparation, negotiation and execution of this Term Sheet.
11. Entire Agreement	This Term Sheet and the documents contemplated by or referred to herein (a) constitute the entire agreement among the parties hereto with respect to the subject matter hereof and supersede all prior agreements and understandings, both written and oral, among the parties hereto and any of their respective affiliates with respect to the Sale Shares; and (b) are not intended to confer upon any other person or entity any rights or remedies hereunder. No representations, warranties, covenants, understandings, and agreements, oral or otherwise, relating to the Sale Shares exist between the parties hereto, except as expressly set forth or referenced in this Term Sheet.
12. Amendment	This Term Sheet can only be amended or replaced by another deed signed by all of the parties to it.
13. Governing law and jurisdiction	This Term Sheet is governed by the laws of New South Wales, Australia and the parties irrevocably submit to the non-exclusive jurisdiction of the courts of New South Wales, Australia in respect of any matter arising under or relating to this Term Sheet.
14. Counterparts	The Term Sheet may consist of a number of counterparts and the counterparts, when taken together, shall constitute one in the same document. Delivery of an executed counterpart of the Term Sheet by PDF file (portable document file) will be effective as manual delivery of an executed counterpart of this Term Sheet.
15. Electronic execution	A party may sign this Term Sheet by way of the application of that party's electronic signature (whatever form the electronic signature takes) and such method of signing is conclusive of that party's intention to be legally bound by this Term Sheet as if that party had signed this Term Sheet by manuscript signature.

Executed as a deed December 30, 2021

EXECUTED by Bendon Limited)
)

/s/ Justin Davis-Rice

Signature of Director
Justin Davis-Rice
Name of Director
(Please print)

/s/ Anna Johnson

Signature of Director
Anna Johnson
Name of Director
(Please print)

EXECUTED by Naked Brand Group Limited in accordance with section 127(1) of the Corporations Act 2001)
)

/s/ Simon Tripp

Signature of Director
Simon Tripp
Name of Director
(Please print)

/s/Kel Fitzalan

Signature of Director
Kel Fitzalan
Name of Director / Company Secretary
(Please print)

EXECUTED by FOH Online Corp.

By: /s/ Andy Shape

Print: ANDY SHAPE
Title: Director
Date: December 30, 2021