

MERCURY TECHNOLOGY LPF SUBSCRIPTION AGREEMENT

This Subscription Agreement (this “Agreement”) is entered into on _____ (date). This Agreement is made by and between:

- (1) MERCURY TECHNOLOGY LPF, a limited partnership fund (the “**Fund**”, or the “**Partnership**”) established under the laws of Hong Kong, with a registered address at Room 30, Level 8, Core 3C, Cyberport, No. 100 Cyberport Road, Hong Kong; and
- (2) _____ (name), an _____ (entity/individual),
with address at _____ (address)
(the “**Investor**”).

NOW, THEREFORE, in consideration of the proposed investment, the mutual promises of the parties hereto, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties are entering into this Agreement.

1. This Agreement hereby refers to the Fund which is a Hong Kong limited partnership fund, registered as such with the Hong Kong Companies Registry, on 25th July 2024.
2. By way of a power of attorney granted herein, the Investor intends to be bound to the Amended and Restated Limited Partnership Agreement dated 21st October 2024 (the “**Limited Partnership Agreement**”). The Investor hereby subscribes for interests in the Fund and becomes a Limited Partner. With such proceeds, the Fund intends to, directly or indirectly, invest as described in, and in accordance with, the Limited Partnership Agreement.
3. Any terms used herein but not otherwise defined shall have the same meaning as ascribed to them in the Limited Partnership Agreement.

Based on the foregoing and subject to the provisions of this Agreement and the Limited Partnership Agreement, the Investor and the Fund agree as following:

1. Upon mutual agreement between the Fund and the Investor, the Investor shall
pay US\$ (United States dollars) _____ (amount) as
the investment amount (the “**Investment Amount**”) to the Fund to, directly or indirectly,
participate in the subscription of interests in the Fund in accordance with the following
provisions:
 - (a) Subscription Fee (*Upfront Fee*): 0% of the Investment Amount received by the Fund
will be charged to the Investor as a one-time subscription fee (the “**Subscription
Fee**”) with the Investment Amount minus the Subscription Fee being referred to as
the “**Initial Capital Commitment**”), which is memorialized as follows:

Investment Amount US\$

Less Subscription Fee of US\$

Total Initial Capital Commitment	US\$	*
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** The minimum Initial Capital Commitment shall be US\$10,000 for any Limited Partner with any subsequent Capital Commitments at a minimum of US\$10,000 and integrals thereof.*

- (b) Management Fee (*Management Fee*): the Fund will charge an annual management fee of 2% (the “**Management Fee**”) calculated with respect to the Capital Commitment(s) of a Limited Partner and accruing from the Admission Date of such Limited Partner.
- (c) Performance Fee (*Performance Fee*): the Fund will charge a performance fee (the “**Performance Fee**”) which shall be determined as of the last calendar day of each Performance Period of each Limited Partner’s Positive Total Return. The Performance Fee of each Performance Period shall be up to 20% of a Limited Partner’s Positive Total Return of such Performance Period.
- (d) The Investor is being admitted to the fund as a Limited Partner.

2. Based on the terms hereof and the above-mentioned fees, the Investor shall pay to the Fund the Investment Amount in immediately available funds, to:

Bank account information of the Fund for the Investor, to pay the Investment Amount, denominated in US\$, but acceptable in equivalent amount of HK\$ or RMB, in Hong Kong:

Account name: Mercury Technology LPF
Account numbers: 007018500
Bank name: OCBC Wing Hang Bank Limited
Bank address: No. 161 Queen's Road Central Hong Kong
Bank Code: 035
Swift Code: WIHBHKHH

Additional remittance instructions:

- (i) So that the account name is not lost, please write the full account name again in the address bar or in the recipient's appendix; and

- (ii) Please submit the remittance receipt or the screenshot of the online banking transfer to the staff at the Fund.
 - (iii) Please refer to the additional page of banking instructions in the appendix for remittances in other kinds of currencies acceptable by the bank arranged outside of Hong Kong.
- 3. The initial term of the Fund is for three (3) years, with an option to extend for an additional three (3) years at the sole discretion of the General Partner.
- 4. The Investor has had ample opportunity to review the Limited Partnership Agreement and hereby agrees to be bound by all of the provisions in the Limited Partnership.
- 5. Investor irrevocably constitutes and appoints the General Partner, with full power of sub-delegation and substitution, the true and lawful attorney-in-fact and agent of itself, as a Limited Partner, to execute, acknowledge, verify, swear to, deliver, record and file, in its or its assignee's name, place and stead, all in accordance with the terms of this Agreement and the Limited Partnership Agreement, all instruments, documents and certificates which may from time to time be required by the laws of Hong Kong, any jurisdiction without limitation in which the Fund may conduct its affairs, or any political subdivision or agency thereof to effectuate, implement and continue the valid existence and affairs of the Fund.
- 6. Other matters:
 - (a) The Investor and the Fund (including their respective related parties), except for their terms and existence, shall keep the information of the parties hereto confidential and shall not be disclosed to any other party without the express consent of the parties hereto.
 - (b) The Investor fully understands that the subscription process, including but not limited to, the explanation of the terms and conditions of the Fund, is entirely carried out in Hong Kong.
 - (c) The Investor acknowledges that all terms and conditions of this Agreement have been fully explained, understood, agreed upon, and that this Agreement is entirely executed, in Hong Kong.
 - (d) This Agreement shall be construed and enforced in accordance with the laws of Hong Kong.
 - (e) Any dispute, controversy or claim arising out of or relating to this Agreement or the interpretation, breach, termination or validity hereof shall be referred to and finally resolved by arbitration administered by Hong Kong International Arbitration Centre in Hong Kong in accordance with its arbitration rules in effect at the date of commencement of the arbitration.

- (f) This Agreement can only be amended by the written consent of all parties hereto.
- (g) This Agreement shall come into force on the date of signing by the authorized representatives of the Investor. When the Investor shall no longer be a Limited Partner of the Fund, this Agreement shall terminate and no longer be mandatory or effective.
- (h) This Agreement is provided to facilitate admission of the Investor to the Fund as a Limited Partner. In the event of any inconsistency or conflict between this Agreement and the Limited Partnership Agreement, the terms of the Limited Partnership Agreement shall prevail.
- (i) The sections of the Limited Partnership Agreement shall apply hereto as if contained herein.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed and unconditionally delivered this Agreement on the date first above written.

LIMITED PARTNER:

Signed in the Presence of the Witness:

By _____
Authorized Signature:

By _____
Name:

THE FUND:

MERCURY TECHNOLOGY LPF

Signed in the Presence of the Witness:

By _____
Authorized Signature:

By: _____
Name: Hsieh, Hsiang-Yu
Title: General Partner