
卖方声明与承诺函

Representations and Warranties of Sellers

鉴于珠海艾派克科技股份有限公司（以下简称“艾派克”）拟与 Michael L. Swartz, William K. Swartz, William L. London 及 L. Dale Lewis（以下简称“卖方”）正在根据艾派克和卖方之间签署的一份股权收购协议（以下简称“交易协议”）开展一项重大资产收购的交易（以下简称“本次交易”），作为本次交易的卖方，现就卖方为本次交易所提供的信息的真实性、准确性和完整性，在其最大所知和确信的范围内，向艾派克作出如下声明和承诺：

Whereas Apex Technology Co. Ltd. (hereinafter “Apex”) is contemplating a material stock acquisition (hereinafter the “Transaction”) with Michael L. Swartz, William K. Swartz, William L. London and L. Dale Lewis (hereinafter the “Sellers”) pursuant to a stock purchase agreement entered into between Apex and the Sellers (the “Stock Purchase Agreement”), the Sellers hereby represent and warrant to Apex that, to the best of their knowledge and belief, in respect of the truthfulness, accuracy and completeness of the information provided by the Sellers of the Transaction:

卖方向艾派克及其专业顾问提供的交易协议项下的信息在重大方面均为真实、准确、完整及不存在重大虚假或误导性陈述或者遗漏。如卖方违反交易协议中的声明和承诺，艾派克有权依据交易协议的条款和条件主张赔偿。

The information provided by Sellers to Apex and their professional advisers in the Stock Purchase Agreement is true, accurate and complete in all material respects and does not contain any material false or misleading statement or omission. In the event of a breach by the Sellers of their representations and warranties under the Stock Purchase Agreement, Apex is entitled to indemnification in accordance with the term and conditions of the Stock Purchase Agreement.

卖方上述声明和承诺仅在交易协议的签署和生效后方能生效。

The above representations and warranties of the Sellers will become effective only after the signature and effectiveness of the Stock Purchase Agreement.

在下文签署的卖方出具本函时完全基于以下理解：（1）除艾派克外，任何其他方不得信赖本函；（2）卖方不向除艾派克外的任何其他方承担与上述声明和承诺相关的任何责任；以及（3）任何此类责任应当受到交易协议规定的相关限制。

This statement is furnished by the undersigned Sellers solely with the understanding that (i) the statement is not to be relied upon by any other person other than Apex, (ii) the undersigned Sellers are not hereby assuming any liability with respect to the foregoing representations and warranties to any person other than Apex, and (iii) any such liability is further subject to the limitations set forth in the Stock Purchase Agreement.

（以下无正文）
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（本页无正文，为《卖方声明与承诺函》的签章页）

（ This page is only the signing page for Representations and Warranties of Sellers ）

Michael L. Swartz
（ 签字/Signature ）

日期/Date:

（本页无正文，为《卖方声明与承诺函》的签章页）

（ This page is only the signing page for Representations and Warranties of Sellers ）

William K. Swartz
（ 签字/Signature ）

日期/Date:

（本页无正文，为《卖方声明与承诺函》的签章页）

（ This page is only the signing page for Representations and Warranties of Sellers ）

William L. London
（ 签字/Signature ）

日期/Date:

（本页无正文，为《卖方声明与承诺函》的签章页）

（ This page is only the signing page for Representations and Warranties of Sellers ）

L. Dale Lewis
（ 签字/Signature ）

日期/Date: