
卖方确认函

Confirmation Letter of Seller

致: Multi-Fineline Electronix, Inc.

TO: Multi-Fineline Electronix, Inc.

鉴于苏州东山精密制造股份有限公司(股票简称:“东山精密”,股票代码:002384)的子公司 Multi-Fineline Electronix, Inc. (以下简称“MFLEX”)拟与 Flex Ltd. (以下简称“卖方”)根据 MFLEX 和卖方之间签署的一份股权收购协议(以下简称“交易协议”)开展收购卖方的 PCB 业务的交易(以下简称“本次交易”),该业务具体由其中国珠海、香港和毛里求斯的子公司持有和运营,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 MFLEX 作出如下确认:

Whereas Multi-Fineline Electronix, Inc. (“MFLEX”), a subsidiary of Suzhou Dongshan Precision Manufacturing Co., Ltd. (Stock name: Dongshan Precision, stock number: 002384 or “DSBJ”), intends to acquire Flex Ltd.’s (the “Seller”) printed circuit board business owned and operated by certain subsidiaries of Seller in Zhuhai, China, Hong Kong and Mauritius (hereinafter referred to as the “Transaction”). pursuant to a share purchase agreement entered into between MFLEX and the Seller (the “Share Purchase Agreement”), the Seller hereby confirms to MFLEX that, to the best of its knowledge and belief, in respect of the truthfulness, accuracy and completeness of the information provided by the Seller of the Transaction:

卖方向 MFLEX 提供的交易协议项下的信息在重大方面均为真实、准确和完整的。如卖方违反交易协议中的声明和承诺, MFLEX 有权依据交易协议的条款和条件主张赔偿。

The information provided by the Seller to MFLEX in the Share Purchase Agreement is true, accurate and complete. In the event of a breach by the Seller of its representations and warranties under the Share Purchase Agreement, MFLEX is entitled to indemnification in accordance with the term and conditions of the Share Purchase Agreement.

卖方上述确认仅在交易协议的签署和生效后方能生效。

The above confirmations of the Seller will become effective only after the signature and effectiveness of the Share Purchase Agreement.

在卖方出具本函时完全基于以下理解:卖方不向任何人承担股份购买协议以外的任何责任。

This statement is furnished by the Seller solely with the understanding that Seller is not hereby assuming any liability other than as agreed and provided in the Share Purchase Agreement.

(以下无正文)
(Intentionally left blank)

