

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

FORM 10-K

ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

FOR THE FISCAL YEAR ENDED DECEMBER 31, 2021

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

FOR THE TRANSITION PERIOD FROM \_\_\_\_\_ TO \_\_\_\_\_

COMMISSION FILE NUMBER 000-26731

GREENLAND TECHNOLOGIES HOLDING CORPORATION  
(Exact name of Registrant as specified in its charter)

British Virgin Islands

(State or other jurisdiction of  
incorporation or organization)

001-38605

(I.R.S. Employer  
Identification No.)

50 Millstone Road, Building 400

Suite 130

East Windsor, NJ

(Address of principal executive offices)

08512

(Zip Code)

REGISTRANT'S TELEPHONE NUMBER, INCLUDING AREA CODE: 1 (888) 827-4832

SECURITIES REGISTERED PURSUANT TO SECTION 12(b) OF THE ACT:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Ordinary shares, no par value	GTEC	The Nasdaq Stock Market LLC

SECURITIES REGISTERED PURSUANT TO SECTION 12(g) OF THE ACT:

NONE  
(Title of Class)

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes  No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes  No

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes  No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (Section 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes  No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer  Accelerated filer   
Non-accelerated filer  Smaller reporting company   
Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report.

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes  No

The aggregate market value of the voting and non-voting common equity held by non-affiliates computed by reference to the price at which the common equity was last sold, or the average bid and asked price of such common equity, as of the last business day of the registrant's most recently completed second fiscal quarter was approximately \$35.10 million.

As of March 31, 2022, there were 11,329,530 ordinary shares of the registrant outstanding.



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## Cautionary Note Regarding Forward Looking Statements

This Annual Report on Form 10-K, or this Report, contains “forward-looking statements” within the meaning of Section 27A of the Securities Act of 1933, as amended (the “Securities Act”), and Section 21E of the Securities Exchange Act of 1934, as amended (the “Exchange Act”). These statements, which express management’s current views concerning future business, events, trends, contingencies, financial performance, or financial condition, appear at various places in this report and use words like “aim,” “anticipate,” “assume,” “believe,” “continue,” “could,” “estimate,” “expect,” “forecast,” “future,” “goal,” “intend,” “likely,” “may,” “might,” “plan,” “potential,” “predict,” “project,” “see,” “seek,” “should,” “strategy,” “strive,” “target,” “will,” and “would” and similar expressions, and variations or negatives of these words. These statements are not guarantees of future performance and are subject to certain risks, uncertainties and other factors, some of which are beyond our control, are difficult to predict and could cause actual results to differ materially from those expressed or forecasted. These risks and uncertainties include the following:

- The availability and adequacy of our cash flow to meet our requirements;
- Economic, competitive, demographic, business, and other conditions in our local and regional markets;
- Changes or developments in laws, regulations, or taxes in our industry;
- Actions taken or omitted to be taken by third parties including our suppliers and competitors, as well as legislative, regulatory, judicial, and other governmental authorities;
- Competition in our industry;
- The loss of or failure to obtain any license or permit necessary or desirable in the operation of our business;
- Changes in our business strategy, capital improvements, or development plans;
- The Company’s ability to devise and implement effective internal controls and procedures;
- The availability of additional capital to support capital improvements and development;
- Global or national health concerns, including the outbreak of epidemic or contagious diseases such as the ongoing COVID-19 pandemic; and
- Other risks identified in this Report and in our other filings with the U.S. Securities and Exchange Commission, or the SEC.

This Report should be read completely and with the understanding that actual future results may be materially different from what we expect. The forward-looking statements included in this Report are made as of the date of this Report and should be evaluated with consideration of any changes occurring after the date of this Report. We will not update forward-looking statements even though our situation may change in the future and we assume no obligation to update any forward-looking statements, whether as a result of new information, future events or otherwise.

## PART I

### **ITEM 1. BUSINESS**

#### **General**

Greenland Technologies Holding Corporation (the “Company” or “Greenland”) was incorporated on December 28, 2017 as a British Virgin Islands company with limited liability. The Company was incorporated as a blank check company for the purpose of effecting a merger, capital stock exchange, asset acquisition, stock purchase, recapitalization, reorganization or similar business combination with one or more target businesses. Following the Business Combination (as described and defined below) in October 2019, the Company changed its name from Greenland Acquisition Corporation to Greenland Technologies Holding Corporation.

Greenland serves as the parent company of Zhongchai Holding (Hong Kong) Limited, a holding Company formed under the laws of Hong Kong on April 23, 2009 (“Zhongchai Holding”). Zhongchai Holding’s subsidiaries include Zhejiang Zhongchai Machinery Co. Ltd., an operating company formed under the laws of the PRC in 2005, Hangzhou Greenland Energy Technologies Co., Ltd., an operating company formed under the laws of the PRC in 2019, and Shanghai Hengyu Business Management Consulting Co., Ltd., a company formed under the laws of the PRC in 2005. Through Zhongchai Holding and its subsidiaries, Greenland develops and manufactures traditional transmission products for material handling machineries in the People’s Republic of China (the “PRC” or “China”).

Greenland Technologies Corp. (“Greenland Tech”) was incorporated on January 14, 2020 under the laws of the State of Delaware. Greenland Tech is a wholly-owned subsidiary of Greenland. Greenland Tech promotes sales of sustainable alternative products for the heavy industrial equipment industry, including electric industrial vehicles, in the North American market.

Through its PRC subsidiaries, Greenland offers transmission products, which are key components for forklift trucks used in manufacturing and logistic applications, such as factories, workshops, warehouses, fulfillment centers, shipyards, and seaports. Forklifts play an important role in the logistic systems of many companies across different industries in China and globally. Generally, industries with the largest demand for forklifts include the transportation, warehousing logistics, electrical machinery, and automobile industries. Through Zhongchai Holding and other subsidiaries, Greenland has experienced an increase in demand for forklifts in the manufacturing and logistics industries in China, as its revenue increased from approximately \$66.86 million in the fiscal year 2020 to \$98.84 million in the fiscal year 2021. The increase in revenue was primarily a result of significant increase in our sales volume, driven by steady growth of domestic sales in China. Based on the revenues in the fiscal years ended December 31, 2021 and 2020, we believe that Greenland is one of the major developers and manufacturers of transmission products for small and medium-sized forklift trucks in China.

Greenland’s transmission products are used in 1-ton to 15-tons forklift trucks, some with mechanical shift and some with automatic shift. Greenland sells these transmission products directly to forklift-truck manufacturers. In the fiscal years ended December 31, 2021 and 2020, Greenland sold an aggregate of 141,431 and 108,913 sets of transmission products, respectively, to more than 100 forklift manufacturers in the PRC.

There is increasing demand for electric industrial vehicles powered by sustainable energy in order to reduce air pollution and lower carbon emissions. In December 2020, Greenland launched a new division to focus on the production and sale of electric industrial vehicles—a division that Greenland intends to develop to diversify its product offerings. Greenland’s electric industrial vehicle products currently include GEF-series electric forklifts, a series of lithium powered forklifts with three models ranging in size from 1.8 tons to 3.5 tons, and GEL-1800, a 1.8 ton rated load lithium powered electric wheeled front loader. In February 2022, Greenland launched its GEX-8000 all-electric 8.0 ton rated load lithium powered wheeled excavator. These products have become available for purchase in the U.S. market. Greenland plans to establish an assembly site and an experience center in the United States in 2022 to support local sales, assembly and distribution.

## **Significant Activities since Inception**

### ***Initial Public Offering***

On July 27, 2018, we consummated our initial public offering of 4,400,000 units, including a partial exercise by the underwriters of their over-allotment option in the amount of 400,000 units. Each unit consists of one ordinary share, no par value, one warrant to purchase one-half of one ordinary share and one right to receive one-tenth of one ordinary share upon the consummation of our initial business combination, pursuant to a registration statement on Form S-1. Warrants must be exercised in multiples of two warrants, and each two warrants are exercisable for one ordinary share at an exercise price of \$11.50 per share. The units were sold in our initial public offering at an offering price of \$10.00 per unit, generated \$44,000,000 (before underwriting discounts and offering expenses) in gross proceeds.

Simultaneously with the consummation of our initial public offering, we completed a private placement of 282,000 units at a price of \$10.00 per unit to Greenland Asset Management Corporation (the "Sponsor") and Chardan Capital Markets, LLC ("Chardan"), which generated \$2,820,000 in gross proceeds. We also sold to Chardan (and its designees), for \$100, an option to purchase up to 240,000 units exercisable at \$11.50 per unit (or an aggregate exercise price of \$2,760,000) commencing on consummation of the Business Combination (as defined below). The unit purchase option may be exercised for cash or on a cashless basis, at the holder's option, and expires on July 24, 2023. On February 18, 2021, Chardan exercised its option to purchase 120,000 units. As of the date of this Report, 120,000 units remain exercisable under the option.

### ***Business Combination***

On October 24, 2019, we consummated our business combination with Zhongchai Holding (the "Business Combination") after a special meeting, where the shareholders of Greenland considered and approved, among other matters, a proposal to adopt a share exchange agreement (the "Share Exchange Agreement"), dated as of July 12, 2019, among (i) Greenland, (ii) Zhongchai Holding, (iii) the Sponsor in the capacity as the purchaser representative (the "Purchaser Representative"), and (iv) Cenntro Holding Limited, the sole member of Zhongchai Holding (the "Zhongchai Equity Holder" or the "Seller").

Pursuant to the Share Exchange Agreement, Greenland acquired from the Seller all of the issued and outstanding equity interests of Zhongchai Holding in exchange for 7,500,000 newly issued ordinary shares, no par value of Greenland, to the Seller (the "Exchange Shares"). As a result, the Seller became the controlling shareholder of Greenland, and Zhongchai Holding became a directly and wholly owned subsidiary of Greenland. The Business Combination was accounted for as a reverse merger effected by the Share Exchange Agreement, where Zhongchai Holding is considered the acquirer for accounting and financial reporting purposes.

The Business Combination was accounted for as a reverse recapitalization (the "Recapitalization Transaction") in accordance with Accounting Standard Codification ("ASC") 805, Business Combinations. For accounting and financial reporting purposes, Zhongchai Holding is considered the acquirer based on the following facts and circumstances:

- Zhongchai Holding's operations comprise the ongoing operations of the combined entity;
- The officers of the newly combined company consist of Zhongchai Holding's executives, including the Chief Executive Officer, Chief Financial Officer, and General Counsel; and
- The former shareholders of Zhongchai Holding own a majority voting interests in the combined entity.

As a result of Zhongchai Holding being the accounting acquirer, the financial reports filed with the SEC by the Company subsequent to the Business Combination are prepared “as if” Zhongchai Holding is the predecessor and legal successor to the Company. The historical operations of Zhongchai Holding are deemed to be those of the Company. Thus, the financial statements included in this Report reflect (i) the historical operating results of Zhongchai Holding prior to the Business Combination; (ii) the combined results of Zhongchai Holding and Greenland following the Business Combination in October 2019; (iii) the assets and liabilities of Zhongchai Holding at their historical cost, and (iv) Greenland’s equity structure for all periods presented. Zhongchai Holding received 7,500,000 shares of Greenland in exchange for all the share capital, which is reflected retroactively to December 31, 2017 and will be utilized for calculating earnings per share in all prior periods. No step-up basis of intangible assets or goodwill was recorded in the Business Combination transaction, which is consistent with the treatment of the transaction as a reverse recapitalization of Zhongchai Holding.

#### ***Incorporation of Greenland Tech***

On January 14, 2020, Greenland Tech was incorporated under the laws of the state of Delaware. Greenland Tech is a wholly-owned subsidiary of the Company. Greenland Tech promotes sales of sustainable alternative products for the heavy industrial equipment industry, including electric industrial vehicles, in the North American market.

#### ***June 2021 Public Offering***

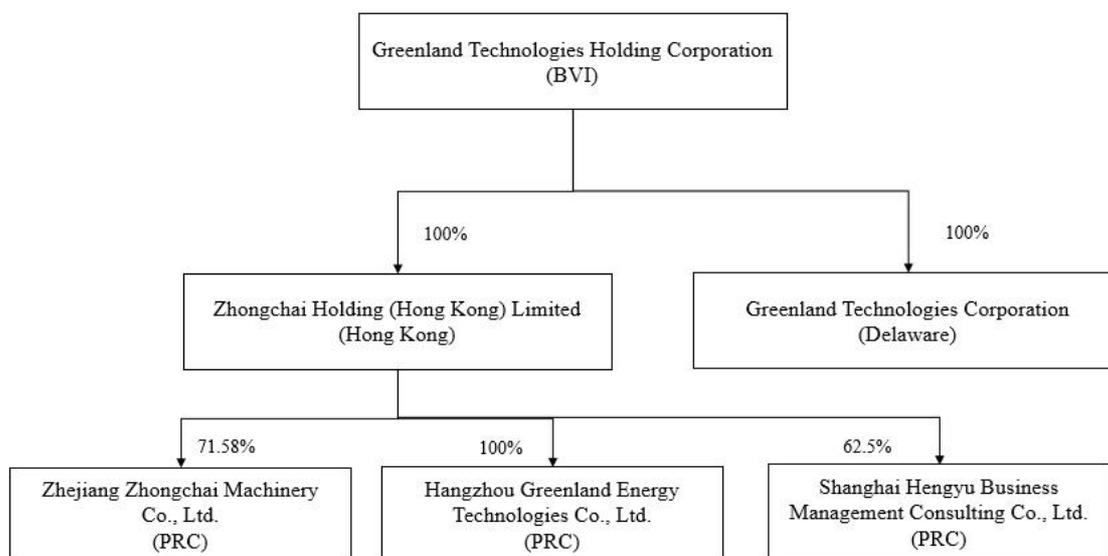
On June 28, 2021, the Company entered into an underwriting agreement with Aegis Capital Corp., pursuant to which the Company agreed to sell to Aegis Capital Corp. in a firm commitment public offering 857,884 ordinary shares, no par value per share, of the Company, for an offering price of \$8.16 per share. The Company received \$7.0 million in gross proceeds from this offering, before deducting underwriting discounts and other related offering expenses.

#### ***At-the-market Offering Agreement***

On November 19, 2021, the Company entered into an at the market offering agreement with H.C. Wainwright & Co., LLC, to create an at the market equity program pursuant to which the Company may offer and sell, from time to time, through or to H.C. Wainwright & Co., LLC, the Company’s ordinary shares, no par value per share, having an aggregate gross offering price of up to \$7.72 million. As of the date of this Report, no ordinary shares of the Company have been sold under the at the market offering agreement.

## Corporate Structure

The following diagram illustrates the current corporate structure of Greenland, including the jurisdiction of formation and ownership interest of each of its subsidiaries.



Greenland was incorporated on December 28, 2017 as a British Virgin Islands company with limited liability. As a result of the consummation of the Business Combination, Greenland serves as the parent company for Zhongchai Holding.

Zhongchai Holding was incorporated in Hong Kong on April 23, 2009. From April 23, 2009 to November 1, 2011, Zhongchai Holding was a subsidiary of Equicap, Inc., a Nevada corporation with its stock quoted on the OTC Markets until July 29, 2011.

Greenland Tech was incorporated in the state of Delaware on January 14, 2020 as a wholly owned subsidiary of Greenland. Greenland Tech promotes sales of sustainable alternative products for the heavy industrial equipment industry, including electric industrial vehicles, in the North American market.

Zhejiang Zhongchai, a 71.58% owned subsidiary of Zhongchai Holding, was formed in the PRC on November 21, 2005 and engages in the business of designing, manufacturing, and selling transmission products mainly for forklift trucks. 20.0% of the equity interests in Zhejiang Zhongchai is held by Xinchang County Jiuhe Enterprise Management (Limited Partnership), representing the collective equity interests of Zhejiang Zhongchai owned by its employees. The remaining 10.53% of Zhejiang Zhongchai's capital stock is owned by Xinchang County Jiuxin Investment Management Partnership (LP) ("Jiuxin"), an entity owned by Mengxing He, director and general manager of Zhejiang Zhongchai.

Hangzhou Greenland Energy Technologies Co., Ltd., formerly known as Hangzhou Greenland Robotic Co., Ltd. prior to November 6, 2020 ("Hangzhou Greenland"), a wholly-owned subsidiary of Zhongchai Holding, was formed in the PRC on August 9, 2019 and engages in the business of research and development of electric engineering vehicles, including electric forklifts, electric loading vehicles, electric digging vehicles, and other products. Hangzhou Greenland is also committed to product supply chain integration and overseas sales.

Shanghai Hengyu Business Management Consulting Co., Ltd. ("Hengyu"), a 62.5% owned subsidiary of Zhongchai Holding, was formed in PRC on September 10, 2005 and holds no assets other than an account receivable owed by Cenntro Holding Limited, the sole member of Zhongchai Holding prior to the closing of the Business Combination. The remaining 37.5% of Hengyu's capital stock is beneficially owned by Peter Zuguang Wang, our chairman of the board of directors.

## Products

Greenland provides transmission systems and integrated powertrains for material handling machineries, particularly for electric forklift trucks. In addition, Greenland recently has entered into the electric industry vehicles market, by designing and developing electric industry vehicles.

### ***Transmission products for material handling machineries***



Hydraulic Transmission System

*Transmission Systems.* For 15 years, Greenland, along with its subsidiaries, specializes in designing, developing, and manufacturing a wide range of transmission systems for material handling machineries, in particular forklift trucks. The range of the transmission systems covers machineries from one ton to fifteen tons. Most transmission systems contain auto transmission features. This feature allows for easy machine operations. In addition, Greenland provides transmission system for internal combustion powered machineries as well as for electrical powered machineries. Greenland has recently experienced an increasing demand for electric powered transmission systems. These transmission systems are key components for material handling machinery assembly. To meet this increasing demand, Greenland is able to providing these transmission systems to major forklift truck original equipment manufacturers (“OEMs”) as well as certain global branded manufacturers.



2.5-ton Integrated Powertrain

*Integrated Powertrain.* Through its PRC subsidiaries, Greenland designs and develops new and distinctive powertrains, which integrates electric motor, speed reduction gearbox, and driving axles into a combined integral module, in order to meet a growing demand for advanced electric forklift trucks. This integrated powertrain will enable the OEMs to significantly shorten design cycle, improve machinery efficiency, and simplify manufacturing process. There is a new trend that OEMs would rather use an integrated powertrain than separate electric motor, speed reduction gearbox, and driving axles, particularly in electric forklift trucks. Currently, Greenland makes two tons to three and a half-tons integrated powertrains for few electric forklift truck OEMs. Greenland is in the process of adding more integrated powertrain products for electric forklift truck OEMs with different sizes.

### ***Electric Industrial Vehicles***



1.8-ton Electric Loader Vehicle

There is increasing demand for electric industrial vehicles powered by sustainable energy in order to reduce air pollution and lower carbon emissions. In December 2020, Greenland launched a new division to focus on the production and sale of electric industrial vehicles—a division that Greenland intends to develop to diversify its product offerings. Greenland’s electric industrial vehicle products currently include GEF-series electric forklifts, a series of lithium powered forklifts with three models ranging in size from 1.8 tons to 3.5 tons, and GEL-1800, a 1.8 ton rated load lithium powered electric wheeled front loader. In February 2022, Greenland launched its GEX-8000 all-electric 8.0 ton rated load lithium powered wheeled excavator. These products have become available for purchase in the U.S. market. Greenland plans to establish an assembly site and an experience center in the United States in 2022 to support local sales, assembly and distribution.

## Recent Regulatory Developments

We are subject to certain legal and operational risks associated with our operations in China. PRC laws and regulations governing our current business operations are sometimes vague and uncertain, and, as a result, these risks may result in material changes in the operations of our PRC subsidiaries, significant depreciation of the value of our ordinary shares, or a complete hindrance of our ability to offer or continue to offer our securities to investors. As of the date of this Report, we have not applied for any permission or approval from any PRC governmental authority in connection with our offshore listing or offering and, as such, no such permission or approval has been granted or denied. For instance, we believe that we are currently not required to obtain any permission or approval from the China Securities Regulatory Commission, or the CSRC and the Cyberspace Administration of China, or the CAC, in the PRC to offer securities to foreign investors. However, there is no guarantee that this will continue to be the case in the future in relation to a follow-on offering or the continued listing of our securities on a U.S. securities exchange, or even in the event such permission or approval is required and obtained, it will not be subsequently revoked or rescinded. In the event that such approval is required in the future and we do not receive or maintain such approval, our ordinary shares may significantly decline in value or become worthless, and our ability to offer or continue to offer securities to investors may be significantly limited or completely hindered.

In addition, we are subject to risks and uncertainties of the interpretations and applications of PRC laws and regulations, including but not limited to, limitations on foreign ownership in our industry. We are also subject to the risks and uncertainties about any future actions of the PRC government. If any future actions of the PRC government result in a material change in our operations, the value of our ordinary shares may depreciate significantly or become worthless. See “Risk Factors — Risks Related to Doing Business in China — Uncertainties with respect to the PRC legal system could adversely affect us.”

Recently, the PRC government adopted a series of regulatory actions and issued statements to regulate business operations in China, including cracking down on illegal activities in the securities market, enhancing supervision over China-based companies listed overseas using variable interest entity structure, adopting new measures to extend the scope of cybersecurity reviews, and expanding the efforts in anti-monopoly enforcement. As of the date of this Report, our Company and our PRC subsidiaries have not been involved in any investigations on cybersecurity review initiated by any PRC regulatory authority, nor has any of them received any inquiry, notice or sanction. As of the date of this Report, we have not received any inquiry, notice, warning, or sanctions from the CSRC or any other PRC governmental authorities regarding the offering of our securities outside of the PRC. As of the date of this Report, there are currently no relevant laws or regulations in the PRC that prohibit companies whose entity interests are within the PRC from listing on overseas stock exchanges. In the event that an approval from Chinese authorities is required, if we do not receive or maintain required approvals, or we inadvertently conclude that such approvals are not required, or applicable laws, regulations, or interpretations change such that we are required to obtain approval in the future, we may be subject to an investigation by Chinese regulators, fines or penalties, or an order prohibiting us from conducting an offering, and these risks could result in a material adverse change in our operations and the value of our ordinary shares, significantly limit or completely hinder our ability to offer or continue to offer securities to investors, or cause such securities to significantly decline in value or become worthless. In addition since these statements and regulatory actions are newly published, and official guidance and related implementation rules have not been issued, it is highly uncertain what the potential impact such modified or new laws and regulations will have on our daily business operation, the ability to accept foreign investments and our ability to continue our listing on an U.S. exchange. See “Risk Factors — Risks Related to Doing Business in China — We may be liable for improper use or appropriation of personal information provided by our customers and any failure to comply with PRC laws and regulations over data security could result in materially adverse impact on our business, results of operations, and our continued listing on Nasdaq.”

Although we are not currently owned or controlled by a governmental entity in any foreign jurisdiction, the PRC government has exercised, and continues to exercise, substantial control over virtually every sector of the Chinese economy through regulation and state ownership, including steel sector where we have been doing our business. Any government decisions or actions to change the steel production, or any decisions the government might make to cut spending, could adversely impact our business and results of operations. We believe that our operations in China are in material compliance with all applicable legal and regulatory requirements. However, the central or local governments of the jurisdictions in which we operate may impose new, stricter regulations or interpretations of existing regulations with little advance notice that would require additional expenditures and efforts on our part to ensure our compliance with such regulations or interpretations. Furthermore, the PRC government authorities may continue to strengthen oversight and control over offerings that are conducted overseas and/or foreign investment in China-based issuers like us. Such actions taken by the PRC government authorities may intervene or influence the operations of our PRC operating entities at any time, which may be beyond our control. Therefore, any such action may adversely affect the operations of our PRC subsidiaries and significantly limit or hinder our ability to offer or continue to offer securities to you and reduce the value of such securities or cause the value of such securities to be completely worthless. See “Risk Factors — Risks Related to Doing Business in China — The PRC government exerts substantial influence over the manner in which we must conduct our business activities. If the Chinese government significantly regulates the business operations of our PRC subsidiaries in the future and our PRC subsidiaries are not able to substantially comply with such regulations, the business operations of our PRC subsidiaries may be materially and adversely affected and the value of our ordinary shares may significantly decrease.”

Trading in our securities may be prohibited under the Holding Foreign Companies Accountable Act, or the HFCA Act, if Public Company Accounting Oversight Board (United States) (the “PCAOB”) determines that it cannot inspect or fully investigate our auditor, and that as a result, an exchange may determine to delist our securities. The PCAOB has been able to inspect our auditor, WWC P.C., an independent registered public accounting firm with its headquarters in San Mateo, California, and with its last inspection completed in December 2017. On December 16, 2021, the PCAOB issued a report to notify the SEC its determinations that it is unable to inspect or investigate completely registered public accounting firms headquartered in Mainland China and Hong Kong, respectively, and identifies the registered public accounting firms in Mainland China and Hong Kong that are subject to such determinations. Our auditor is not subject to the determinations announced by the PCAOB on December 16, 2021. See “Risk Factors — Risks Related to Doing Business in China — A recent joint statement by the SEC and the PCAOB, proposed rule changes submitted by Nasdaq, and the HFCA Act all call for additional and more stringent criteria to be applied to emerging market companies upon assessing the qualification of their auditors, especially the non-U.S. auditors who are not inspected by the PCAOB.”

#### **Dividend Policy and Cash Transfers**

We intend to retain all of our available funds and any future earnings to fund the development and growth of our business. As such, we do not expect to pay any cash dividends in the foreseeable future. We are permitted under PRC laws and regulations to provide funding to our PRC subsidiaries only through loans or capital contributions, and only if we satisfy the applicable government registration and approval requirements.

Our PRC subsidiaries are permitted to pay dividends only out of their retained earnings. However, each of our PRC subsidiaries is required to set aside at least 10% of its after-tax profits each year, after making up for previous year’s accumulated losses, if any, to fund certain statutory reserves, until the aggregate amount of such funds reaches 50% of registered capital. This portion of our PRC subsidiaries’ respective net assets are prohibited from being distributed to their shareholders as dividends. However, none of our PRC subsidiaries has made any dividends or distributions to our holding company or any U.S. investors as of the date of this Report. See “Risk Factors — Risks Related to Doing Business in China — We may rely on dividends paid by our subsidiaries for our cash needs, and any limitation on the ability of our subsidiaries to make payments to us could have a material adverse effect on our ability to conduct business.”

In addition, the PRC government imposes controls on the convertibility of Renminbi into foreign currencies and, in certain cases, the remittance of currency out of China. If the foreign exchange control system prevents us from obtaining sufficient foreign currencies to satisfy our foreign currency demands, we may not be able to pay dividends in foreign currencies to our shareholders. See “Risk Factors — Risks Related to Doing Business in China — Governmental control of currency conversion may limit our ability to utilize our revenues effectively and affect the value of your investment.”

A 10% PRC withholding tax is applicable to dividends payable to investors that are non-resident enterprises. Any gain realized on the transfer of ordinary shares by such investors is also subject to PRC tax at a current rate of 10%, which in case of dividends will be withheld at source if such gain is regarded as income derived from sources within the PRC. See “Risk Factors — Risks Related to Doing Business in China — Under the PRC EIT Law, we may be classified as a ‘Resident Enterprise’ of China. Any classification as such will likely result in unfavorable tax consequences to us and our non-PRC shareholders.”

Several cash transfers have been made between our Company and our subsidiaries. Greenland has transferred \$900,000 in cash to Hangzhou Greenland Energy Technologies Co., Ltd., \$2,000 in cash to Zhongchai Holding (HK) Limited, and \$200,000 in cash to Greenland Technologies Corporation.

## **Competitive Strengths**

Greenland believes that it is in the right position and the right time to supply a new generation of industrial vehicles that is green, safe, and cost-effective. The following is a summary of Greenland's competitive strengths.

### ***Favorable Market Trends***

Greenland believes that a number of key industry trends in the PRC will continue to benefit Greenland and its subsidiaries and continue to drive its growth, including:

- Increasingly stringent regulations over carbon emission, which urge market participants to adopt low or zero-emission material handling and construction equipment;
- Increasing demand for a safer work environment and better healthy worker's condition will drive growth of electric material handling equipment or industry vehicle, which generates no exhausts and a low level of noise in operation;
- Increasing labor cost, which accelerates labor substitution with machinery in material handling and logistic activities;
- Strong competitiveness of USA branded products in the USA, in which the next generation of electric industrial vehicle will be assembled and sold;
- Increasing government support for improving efficiency in the PRC's logistics industry, which is a key market for material handling machinery such as forklifts and loaders; and
- Increasing government support for logistic mechanization, including in the form of subsidies.

As a result of these favorable industry trends, Greenland believes that it is well-positioned to capitalize on the increasing market demand for transmission products in the PRC as well as on the growing demand for emission-free and labor substitution by electric vehicles in the United States.

### ***Well-Developed Manufacturing Capabilities Leading to Higher Efficiency***

Greenland's well-developed manufacturing process contributes to manufacturing efficiency and cost-effectiveness. Specifically, a combination of modern operational and management systems, advanced manufacturing equipment, experienced manufacturing know-hows, skilled workforce, and flexible manufacturing system allows Greenland to shorten the "time to market" for its new products. Moreover, the combination allows Greenland to timely adjust its lines of products in anticipation of changes in market demands.

### ***Robust Research and Product Development Capabilities***

Research and product development capabilities have been critical to Greenland's historical growth and current market position. Such capabilities include the following:

- *Strong research and development team.* Greenland's research and development team is comprised of more than 77 professionals, or over 23% of Greenland's employees. The team is led by Dr. Lei Chen, former professor at The University of Texas – Austin, who has many years of experience in research and development of new technologies.
- *Facilities.* Greenland's research and development facilities consist of a transmission technology center and an electric industry vehicle center. The transmission technology center is accredited by the Zhejiang provincial government. The technology center is made up of a product development and design department, a research center, three research departments that focuses on design, application, and manufacturing of internal combustion engines, and a post-doctoral workstation certified by the PRC Ministry of Human Resource and Social Security.

### **Strategic Service Network**

The ability to provide timely after-sales services is critical in building and maintaining a loyal and solid customer base. We have strategically established an after-sales service network in locations with developed economies. For example, the eastern provinces of the PRC generally have significant demand for logistics services. Accordingly, Greenland, through its subsidiaries, has operated an in-house service center and retained service providers that conduct businesses predominantly in these regions. Users of Greenland's products are able to reach Greenland through a service line, through which Greenland is able to provide prompt on-site technical services.

### **Experienced Management Team with Successful Track Records**

Greenland's senior management team is comprised of individuals who have operational experience, market knowledge, international management skill, and technical expertise. In addition, each member of the senior management team has a proven track record in building and turning companies into successful enterprises.

- *Peter Zuguang Wang* has served as the sole director of Zhongchai Holding since April 2009 and the chairman of the board of directors of Zhejiang Zhongchai since September 2017. He has over 20 years of experience in technology and management, along with a unique background in research and development, operation, finance and management. Mr. Wang was the co-founder of Unitech Telecom (now a part of UTStarcom, Nasdaq: UTSI).
- *Raymond Z. Wang* has served as our chief executive officer since October 2019 and the chief executive officer of Zhongchai Holding since April 2019. Mr. Wang has more than ten years of management and corporate governance experience, and has served as president and vice president for two international companies and vice chairman of the board for a non-profit organization. Mr. Wang's experience includes warehouse management, logistics modernization, financial management, organizational management, business process optimization, and customer channel acquisition.
- *Jing Jin* has served as our chief financial officer since October 2019. Mr. Jin is a Certified Public Account and has over 10 years of experience in accounting, budgeting, and financial planning across operations in the PRC and overseas. Prior to August 2019, Mr. Jin has also served as the chief financial officer of Tantech Holdings Ltd. (Nasdaq: TANH).
- *Lei Chen* is our chief scientist and has over 25 years of experience as a scientist in both U.S. and PRC. He is skillful in unconventional solutions by crossing different science and technology disciplines. Dr. Chen has expertise in laser spectroscopy, high-speed data acquisition, atomic and molecular physics, Nanomaterial, software and hardware architecture and design, combustion engine and electrical motor, and livestock husbandry. Dr. Chen's experience and scientific knowledge is valuable to Zhongchai Holding's research and development efforts with respect to transmission products and future robotic products.

### **Customers**

Greenland, through its subsidiaries, sells most of its products domestically in the PRC. Its customer bases are primarily in the businesses of material handling equipment and forklift trucks. Greenland believes that its customers include some of the leading manufacturers in their respective market segments. Greenland also supplies to the PRC subsidiaries of a number of blue-chip international brands based in Europe and Asia.

During the years ended December 31, 2021 and 2020, Greenland's five largest customers contributed 54.06% and 48.85%, respectively, of its total revenues. In the same periods, Greenland's single largest customer, Hangcha Group, accounted for 18.47% and 21.25%, respectively, of Greenland's total revenue. Greenland sells products to Hangcha Group based on purchase orders submitted to its subsidiary, Zhongchai Holding.

## **Suppliers**

Greenland purchases its raw materials from various suppliers for use in the manufacture of its products.

The key raw materials used to manufacture its products are processed metal-based parts and components, including iron castings and gears, which are purchased from our domestic suppliers in the PRC. Most of our suppliers are located within close proximity to our manufacturing facilities, which reduces our transportation and inventory costs.

The prices for iron and steel and other raw materials have historically fluctuated significantly in the PRC, which in turn has affected the Company's business and operation results. Greenland closely monitors changes in raw material prices and seeks to adjust its inventory of raw materials during inflation periods. In addition, Greenland seeks to minimize the impact of fluctuations in raw material prices by adopting bidding processes in its raw material procurement process. Greenland also seeks to price its products to reflect the expected fluctuations in raw material prices to the extent possible. However, there can be no assurance that Greenland could precisely estimate any increase in raw material price or pass on such increase to its customers.

## **Production**

Greenland's products are comprised of a number of major parts and components, including gearbox housing, gears, bearings, oil pumps, gear shafts, hydraulics, electric forklifts, wheeled excavators, and electrical components. The gearbox housing and gears parts are processed in-house at its manufacturing facility in Xinchang County, Zhejiang Province, the PRC. Components of such products, in general, are sourced, from third parties, assembled, and integrated to form finished products. The finished products then undergo further adjustments, fine tunings, testing, and quality inspections. At the end of the inspection process and prior to shipment to our warehouses for storage and distribution, the finished products are coated and painted.

For the manufacturing of its electric industrial vehicles, Greenland plans to establish an assembly site and an experience center in the United States in 2022 to support local sales, assembly and distribution.

## **Inventory and Warehousing**

Greenland undertakes inventory control in order to reduce the risks of under and over-stocking. On average, Greenland typically maintains a 30 days stock piles for production needs. It generally increases its inventories toward the end of the year in order to meet any production demand, in anticipation of any demands increase, from the second quarter of the following year. Furthermore, Greenland maintains higher inventories at year-end because Chinese New Year typically falls in January or February, which affects production and transportation of raw materials. Greenland has installed an enterprise resource planning ("ERP") system, which provides real-time information about purchases, production schedules, and supplies of the raw materials. The ERP system has substantially improved Greenland's inventory controls, providing the Company with quick access to various data and easy formulation of operating models, and allowing the Company to keep its inventory at an appropriate level to facilitate the manufacturing process.

## **Research and Development**

Greenland's research and development team selects research or development projects or both and draws up preliminary project proposals based on various factors, such as industry and market trends, customer feedback, and input from other departments (i.e. finance and manufacturing departments).

Greenland's management, including the heads and lead managers of various internal departments, such as sales and marketing and finance departments, as well as its chief executive officer and chief technology officer, reviews the preliminary project proposals and its research and development team formulates a final plan for each approved project after considering suggestions and comments by its management. The final plans will include detailed schedules and budgets for the projects. Greenland's finance department monitors budget overruns. Any increase in the original budget must be reviewed and approved by management before the relevant project can continue.

Greenland has also focused on research and development with respect to its electric industrial vehicles. Greenland's electric industrial vehicle products currently include GEF-series electric forklifts, a series of lithium powered forklifts with three models ranging in size from 1.8 tons to 3.5 tons, and GEL-1800, a 1.8 ton rated load lithium powered electric wheeled front loader. In February 2022, Greenland launched its GEX-8000 all-electric 8.0 ton rated load lithium powered wheeled excavator. These products have become available for purchase in the U.S. market. Greenland plans to establish an assembly site and an experience center in the United States in 2022 to support local sales, assembly and distribution.

## Strategic Growth Opportunity in the Electric Industrial Vehicle Industry

Greenland entered the electric industrial vehicle industry in December 2020. With our strategic supply chain partners, we have leveraged our robust research and development capabilities, as well as our industry and market experience to develop a new product line of electric industrial vehicles. Greenland's electric industrial vehicle products currently include GEF-series electric forklifts, a series of lithium powered forklifts with three models ranging in size from 1.8 tons to 3.5 tons, and GEL-1800, a 1.8 ton rated load lithium powered electric wheeled front loader. In February 2022, Greenland launched its GEX-8000 all-electric 8.0 ton rated load lithium powered wheeled excavator. These products have become available for purchase in the U.S. market. Greenland plans to establish an assembly site and an experience center in the United States in 2022 to support local sales, assembly and distribution.

We believe that electric industrial vehicles, which include electric loaders, excavators and forklift trucks, have the following advantages over traditional internal combustion vehicles:

- *Zero carbon emission.* Fully electric industrial vehicles are completely emission free leading to less pollution from local usage. In addition, electrical power generation produces less carbon emissions when compared to fossil fuel. This results in a more environmentally friendly and sustainable power source.
- *Lower energy usage and maintenance costs.* Electric industrial vehicles offer a significant saving in energy consumption when compared to diesel equipment. Conventional internal combustion power systems require costly routine maintenance that increases with age. Without the need to maintain these internal combustion engines, electric industrial vehicles provide significantly less maintenance costs and less operational downtime resulting in a greater return on investment.
- *Lower level of noise and vibration.* Electric vehicles are proven to produce less sound and vibration when compared to internal combustion vehicles due to the lack of complicated transmission components and coolant pumps. The low noise levels of electric industrial vehicles offer new opportunities to businesses such as working at night in urban areas or during the day close to noise-sensitive locations like parks and hospitals.
- *Demand for Better Workplace Safety and New Applications.* Conventional excavators and loaders that use internal combustion engines create significant fumes, emissions, noises and vibrations which can harm the health of staff and surrounding residents. These problems can be addressed by the adoption of electric powered equipment which produce zero emissions, low levels of noise and minor vibrations. This creates a safer work environment and new business opportunities for indoor applications.

We believe that the electric industrial vehicle market presents a substantial opportunity for Greenland's future business growth:

*Fast Growing Market.* The global construction equipment market is anticipated to grow at a compound annual growth rate ("CAGR") of 3.9% from 2020 to 2025, reaching US\$205 billion<sup>1</sup>. The North American market is projected to exhibit one of the fastest growth rates during the forecast period. Consequently, we believe this growth will increase with the introduction of the United State infrastructure overhaul program. Should the program be implemented, then it will be a powerful driver of growth in the engineering and construction industry that will proliferate the demand for industrial vehicles and equipment.

*Call for Carbon Emission Reduction.* Global efforts to reduce greenhouse gas and carbon emissions continue to grow with proposals such as the current U.S. administration seeking a target of net zero emission by 2050. These strategies will result in government and public support for the adoption of emission zero technologies and equipment across industries thus boosting the demand for eco-friendly electric powered industrial vehicles. As such, we expect that the demand for electric industrial vehicles will increase rapidly.

*Highly Fragmented and Emerging Market.* The electric industrial vehicle market is highly fragmented with few, if any, dominant local market participants. Although a few conventional industrial vehicles and construction equipment makers are in the process of electric products development a majority are years away from product deployment. This is to avoid cannibalization with the mature fossil fuel-powered equipment product lines which results in the lack of incentive to launch the full-electric industrial vehicles at the near term. As a result, with the early mover advantage together with Greenland's strong research and development capability, we believe that Greenland is well-positioned to secure a meaningful role in the electric industrial vehicle market.

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<sup>1</sup> Marketsandmarkets Nov 2020 Report: Construction Equipment Market by Type (Excavator-Crawler & Mini, Loader-Backhoe, Skid-steer, Wheel, Dozer, Dump Truck, Others), Electric Equipment, Propulsion, Power Output, Application, Rental, Aftertreatment Device and Region - Global Forecast to 2025

*High Technology Barriers for New Entrants.* To compete in the electric industrial vehicle market, enterprises need a high-level of core technologies and capabilities in order to successfully develop a commercial product. The investment and expertise required create a high barrier of entry for new market players. Greenland's success in the material handling industry and its achievements in research and development milestones gives Greenland the opportunity and the competitive edge to successfully compete in the industrial vehicle market.

### **Trademarks and Other Intellectual Property**

Greenland relies on a combination of trademark, copyright, patent, software registration, and trade secret laws to protect its intellectual property rights. Despite these precautions, it may be possible for third parties to infringe our Company's intellectual property rights.

#### *Patents*

As of December 31, 2021, Greenland held 104 registered patents with the PRC National Intellectual Property Administration ("CNIPA"), 94 of which are utility patents and 10 of which are invention patents. These patents relate to the manufacturing of products.

As of December 31, 2021, Greenland had been granted two trademarks registered with the CNIPA.

Greenland's intellectual property also includes technical data such as test results and operating data from projects, drawings, designs, and machinery and manufacturing techniques it developed in-house.

### **Sales and Marketing**

Greenland sells its products in PRC through its sales and marketing teams. To promote Greenland's brand, sales employees also attend trade shows and exhibitions to showcase our products.

As of December 31, 2021, Greenland's sales and marketing team consisted of 10 employees. Members of its sales and marketing teams have extensive experience and knowledge in the material handling equipment sector of the manufacturing industry. They are primarily responsible for identifying business opportunities, promoting products, collecting customer feedbacks and market information, bidding for or negotiating orders, and collecting payments.

### **Competition**

The transmission industry is fragmented and highly competitive in the PRC. Under the current market trend, domestically produced transmissions account for the largest share of the PRC market. International brand manufacturers equipped with better technology and capital resources are also aiming to expand into the PRC. As a result, it is expected that the PRC transmission market will become more competitive.

The typical competitive criteria are quality, price, technology, after-sales service, product offering, and performance record. The transmissions market is capital intensive; in capital and operating cost. In addition, the manufacturing process requires technical expertise and significant research and development budgets. As a result, companies entering the market must have significant financial and technical resources. Moreover, the time and cost required to establish a proven track record, necessary for general market acceptance, are substantial. An extensive after-sales service network is essential for a company to gain general market acceptance.

Greenland believes that it is able to compete based on its market position, strong research and development capabilities, high quality products, integrated service systems, and strong relationships with its customers.

Our key competitors are Shaoxing Advance Gearbox Co., Ltd., Changsha Zhongchuan Transmission Machinery Co. Ltd., and Ganzhou Wuhuan Machine Co., Ltd.

## Employees

As of December 31, 2021, the total number of full-time employees employed at Greenland and its subsidiaries was 328, with 324 employees located in the PRC and four employees located in the U.S. The following table sets forth the number of its full-time employees by the function as of December 31, 2021:

<b>Function</b>	<b>Number</b>
Management	10
Administration	31
Production	187
Research and development	77
Sales and marketing	10
Other	16
<b>Total</b>	<b>328</b>

Greenland maintains mandatory social security insurance for its employees pursuant to Chinese laws. Furthermore, it contributes mandatory social security funds for employees with respect to retirement, medical, work-related injury, maternity, and unemployment benefits. Greenland has also included retirement plans for its employees in the U.S., including social security and pension.

Greenland believes that its success and continued growth depend on its ability to attract, retain, and motivate qualified employees. Greenland offers its employees competitive salaries, comprehensive training, and other fringe benefits and incentives. None of our employees are represented by labor unions, and no collective bargaining agreement has been put in place. Greenland has not had any labor strikes or other labor disturbances that have materially interfaced with its operations, and it believes that it has maintained a good work relationship with its employees.

## Regulations

### ***PRC Law and Regulation***

#### *Policy Relating to the Foreign Invested General Equipment Manufacturing Industry*

The PRC implements its guidance on foreign investment in different industries through the Catalogue for the Guidance of Foreign Investment Industries and the Special Administrative Measures (Negative List) for Foreign Investment Access jointly amended and promulgated by the National Development and Reform Commission and the Ministry of Commerce from time to time. According to the Catalogue of Encouraged Industries for Foreign Investment (Edition 2020) and the Special Administrative Measures (Negative List) for Foreign Investment Access (Edition 2021) currently in force, the business activities that we engage in are not classified as “prohibited” or “restricted” foreign invested industries.

#### *Law and Regulation Relating to Product Quality*

Pursuant to the Product Quality Law of the PRC which was promulgated on February 22, 1993 and amended on December 29, 2018, it is prohibited to produce or sell products that do not meet the standards or requirement for safeguarding human health and ensuring human and property safety.

Where a defective product causes physical injury to a person or damage to property, the aggrieved party may claim compensation against the producer or the seller of such product. Where the responsibility for product defects lies with the producer, the seller shall, after settling compensation, have the right to recover such compensation from the producer, and vice versa. Violations of the Product Quality Law may result in the imposition of fines. In addition, the seller or the producer may be ordered to suspend operation and its business license may be revoked. Criminal liability may be incurred in serious cases.

#### *Law and Regulation Relating to Production Safety*

Pursuant to the Production Safety Law of the PRC (the “Production Safety Law”) promulgated by the Standing Committee of the National People’s Congress on June 29, 2002, last amended on June 10, 2021 and effective on September 1, 2021, enterprises and institutions shall be equipped with the conditions for safe production as provided in the Production Safety Law and other relevant laws, administrative regulations, national standards and industrial standards. Any entity that is not equipped with such conditions is not allowed to engage in production and business operation activities.

The law also requires manufacturers to offer education and training programs to their employees regarding production safety and to hire qualified employees who have completed special trainings to engage in specialized operations. Manufacturers are required to provide protection equipment that meets the national or industry standards to employees and to supervise and educate them regarding the use of such equipment. In addition, the design, manufacture, installation, use, inspection and maintenance of safety equipment are required to conform to applicable national or industry standards. Furthermore, emergency measures shall be established by an enterprise to prepare for the occurrence of any accidents threatening safe production.

#### *Law and Regulation Relating to Environmental Protection*

The laws and regulations governing the environmental requirements for all units that cause environmental pollution and other public hazards in the PRC include, but are not limited to, the Environmental Protection Law of the People's Republic of China, the Environmental Impact Assessment Law of the People's Republic of China, and the Administrative Regulations on Environmental Protection for Construction Projects. Pursuant to these laws and regulations, depending on the impacts on the environment caused by the project, environmental impact assessment documents shall be submitted by a developer for approval or record at the required time. In addition, a construction project for which an environment impact report or environment impact statement is formulated shall be put into production or use only when its complementary environmental protection facilities pass acceptance inspection.

#### *Law and Regulation Relating to Labor Protection*

Pursuant to the Labor Law of the PRC and the Labor Contract Law of the PRC which were promulgated on January 1, 1995 (amended on December 29, 2018) and January 1, 2008 (amended on December 28, 2012), respectively, labor contracts shall be concluded if labor relationships are to be established between the employer and the employees.

Pursuant to the Social Insurance Law of the PRC which was promulgated on October 28, 2010 and last amended on December 29, 2018, employees shall participate in basic pension insurance, basic medical insurance and unemployment insurance. Basic pension, medical and unemployment insurance contributions shall be paid by both employers and employees. Employees shall also participate in work-related injury insurance and maternity insurance. Work-related injury insurance and maternity insurance contributions shall be paid by employers rather than employees. An employer shall make registration with the local social insurance agency in accordance with the provisions of the Social Insurance Law of PRC. Moreover, an employer shall declare and make social insurance contributions in full and on time. Pursuant to the Regulations on Management of Housing Provident Fund which was promulgated on April 3, 1999 and amended on March 24, 2019, employers shall undertake registration at the competent administrative center of housing provident fund and then, undergo the procedures of opening the account of housing provident fund for their employees. Enterprises are also obliged to timely pay and deposit housing provident fund for their employees in full amount.

#### *Law and Regulation Relating to Tax*

##### Enterprise Income Tax

On March 16, 2007 and December 6, 2007 respectively, the National People's Congress of China and the State Council of the PRC (the "State Council") enacted the Enterprise Income Tax Law of the PRC and the Implementation Regulations of Enterprise Income Tax Law of the PRC (collectively the "PRC EIT Law"), both of which became effective on January 1, 2008 (amended successively from 2017 to 2019). The PRC EIT Law imposes a uniform enterprise income tax rate of 25% on all residence enterprises, including foreign-invested enterprises, and terminates most of the tax exemptions, reductions and preferential treatments available under previous tax laws and regulations.

However, the PRC EIT Law and its implementation rules permit certain “high-technology enterprises strongly supported by the state” which hold independent ownership of core intellectual property and simultaneously meet a list of other criteria, financial or non-financial, as stipulated in the Implementation Rules, to enjoy a 15% enterprise income tax rate subject to certain new qualification criteria. The State Administration of Taxation (the “SAT”), the PRC Ministry of Science and Technology and the MOF jointly issued the Administrative Rules for the Certification of High and New Technology Enterprise delineating the specific criteria and procedures for “high and new technology enterprises” certification.

Under the PRC EIT Law, enterprises are classified as either “resident enterprises” or “non-resident enterprises.” Pursuant to PRC EIT Law and its implementation rules, besides enterprises established within the PRC, enterprises established outside PRC whose “de facto management bodies” are located in PRC are considered “resident enterprises” for PRC enterprise income tax purposes and subject to the uniform 25% enterprise income tax rate for their global income. According to the implementation rules of the PRC EIT Law, “de facto management body” refers to a managing body that exercises, in substance, overall management and control over the manufacture and business, personnel, accounting and assets of an enterprise.

#### Withholding Tax

The PRC EIT Law removes the prior tax exemption and imposes a 10% withholding tax on dividends paid by foreign-invested enterprises to foreign investors. However, for foreign investors whose home countries or regions have signed bilateral tax agreements with PRC, the withholding tax rate may be reduced to as low as 5% depending on the terms of the applicable tax treaty. In accordance with the Arrangement between Mainland PRC and Hong Kong for the Avoidance of Double Taxation and Prevention of Fiscal Evasion with respect to Taxes on Income signed on August 21, 2006, the 5% withholding tax rate applies to dividends paid by a PRC company to a Hong Kong tax resident, provided that the recipient is a company that holds directly at least 25% of the interest of the PRC company, otherwise, the applicable withholding tax rate should be 10%. Further, pursuant to the Notice on the Issues concerning the Application of the Dividend Clauses of Tax Agreements issued by the SAT on February 20, 2009, the preferential tax rate under the relevant tax treaties shall only apply to a tax resident from the other side that directly holds at least 25% of the interest of a PRC company for a period of consecutive 12 months prior to receiving the dividends.

#### Value Added Tax

The Provisional Regulations of the PRC Concerning Value Added Tax (the “VAT Regulations”) was promulgated on December 13, 1993 and amended by the State Council and became effect on November 19, 2017. Under the VAT Regulations and its implementation regulations, value added tax, or the VAT, is imposed on the sales of goods and provision of processing, repair and replacement services within the PRC and the importation of goods into the PRC. The VAT standard rates had been 17% for taxpayers who have VAT taxable sales activities and 11% for taxpayers who imported goods until April 30, 2018, after which date the rates were reduced to 16% and 10%, respectively. The VAT rates was further reduced to 13% and 9%, respectively, starting from April 1, 2019.

#### *Law and Regulation Relating to Intellectual Property Rights*

##### Copyright Law

According to the Copyright Law of the PRC, which was amended on November 11, 2020 and became effective on June 1, 2021, Chinese citizens, legal entities or other organizations shall enjoy the copyright in their works, whether published or not, which include original intellectual achievements in the fields of literature, art and science which can be expressed in a certain form. Copyright owners shall enjoy various kinds of rights, including the right of publication, right of authorship and right of reproduction.

##### Patent Law

Pursuant to the Patent Law of the PRC which was amended on October 17, 2020 and became effective on June 1, 2021, the patent administration departments of the State Council are responsible for the administration of patents across the nation. The patent administration departments of provincial, autonomous region or municipal governments are responsible for administering patents within their respective jurisdictions. The PRC patent system adopts a “first come, first file” principle, which means where more than one person files a patent application for the same invention, a patent will be granted to the person who files the application first. To be patentable, invention or utility models must meet three criteria: novelty, inventiveness and practicability. Invention patents are valid for 20 years, while utility model patents are valid for 10 years and design patents are valid for 15 years, commencing from the date of application. The patentee shall pay annual fees commencing from the year when the parent right is granted. If the patentee does not pay annual fees according to the requirements, the patent will be terminated prior to its expiry. Other person must obtain consent or a proper license from the patent owner to use the patent. Otherwise, the use constitutes an infringement of the patent rights. The infringer must, in accordance with the applicable regulations, undertake to cease the infringement, take remedial action and/or pay damages.

## Trademark Law

Pursuant to the Trademark Law of the PRC which was amended on April 23, 2019 and became effective on November 1, 2019, the right to exclusive use of a registered trademark shall be limited to trademarks which have been approved for registration and to commodities for which the use of trademark has been approved. The period of validity of a registered trademark shall be 10 years, counted from the day the registration is approved. If a trademark registrant wishes to use a trademark after the expiration of the duration of the trademark registration, according to the requirements, a registration renewal application should be filed within 12 months prior to the expiration. Each registration renewal is valid for 10 years. Using a trademark that is identical with a registered trademark on the same commodities without the licensing of the registrant of the registered trademark; or using a trademark that is similar to a registered trademark on the same commodities, or using a trademark that is identical with or similar to the registered trademark on similar commodities without the licensing of the registrant of the registered trademark, which is likely to cause confusion; selling commodities that infringe upon the exclusive right to use a registered trademark; forging, manufacturing a registered trademark which was registered by others without authorization, or selling a registered trademark forged or manufactured without authorization; changing a registered trademark and putting the commodities with the changed trademark into the market without the consent of the registrant of the registered trademark; providing, intentionally, convenience for activities infringing upon others' exclusive right to use a registered trademark, and facilitating others to commit infringement on the exclusive right to use a registered trademark, constitutes an infringement of the exclusive right to use a registered trademark. The infringer must undertake to cease the infringement, take remedial action and pay damages. The infringer also may be subject to fines or even criminal punishment.

## Domain Names

The domain names are protected under the Administrative Measures for Internet Domain Names promulgated by Ministry of Industry and Information Technology, or the MIIT, on August 24, 2017, the effective date of which was November 1, 2017. MIIT is the major regulatory body responsible for the administration of the PRC Internet domain names, under supervision of which PRC Internet Network Information Center, or CNNIC, is responsible for the daily administration of CN domain names and Chinese domain names. On June 18, 2019, CNNIC promulgated the Implementing Rules for the Registration of National Top-level Domain Names, the Measures for the Resolution of Disputes over National Top-level Domain Names and the Procedures for the Resolution of Disputes over National Top-level Domain Names in accordance with the Administrative Measures for Internet Domain Names. Pursuant to such rules, the registration of domain names adopts the "first to file" principle and the registrant shall complete the registration via the domain name registration service institutions. In the event of a domain name dispute, the disputed parties may lodge a complaint to the designated domain name dispute resolution institution to trigger the domain name dispute resolution procedure in accordance with the CNNIC Measures on Resolution of the Top-Level Domains Disputes, file a suit to the People's Court or initiate an arbitration procedure.

## *Law and Regulation Relating to Foreign Currency Exchange*

The principal regulations governing foreign currency exchange in the PRC are the Foreign Exchange Administrative Regulations (the "SAFE Regulations") which was promulgated by the State Council and last amended on August 5, 2008. Under the SAFE Regulations, the RMB is generally freely convertible for current account items, including the distribution of dividends, trade and service related foreign exchange transactions, but not for capital account items, such as direct investment, loan, repatriation of investment and investment in securities outside the PRC, unless the prior approval of the State Administration of Foreign Exchange is obtained.

## ***U.S. Laws and Regulations***

### *Vehicle Safety and Testing*

We are required to comply with federal laws administered by National Highway Traffic Safety Administration ("NHTSA"), including the CAFE standards, Theft Prevention Act requirements, consumer information labeling requirements, Early Warning Reporting requirements regarding warranty claims, field reports, death and injury reports and foreign recalls, owner's manual requirements and additional requirements for cooperating with safety investigations and defect and recall reporting. The U.S. Automobile Information and Disclosure Act also requires manufacturers of motor vehicles to disclose certain information regarding the manufacturer's suggested retail price, optional equipment and pricing. In addition, federal law requires inclusion of fuel economy ratings, as determined by the U.S. Department of Transportation and the Environmental Protection Agency (the "EPA"), and 5-star safety ratings as determined by NHTSA, if available.

### *Battery Safety and Testing*

Our battery packs of electric industrial vehicles will be subject to various U.S. regulations that govern transport of "dangerous goods," defined to include lithium batteries, which may present a risk in transportation. We expect to use lithium battery packs in our electric industrial vehicles. The use, storage and disposal of our battery packs are regulated under existing laws and are the subject of ongoing regulatory changes that may add additional requirements in the future.

### *Product Liability Law*

U.S. state law generally imposes liability on all manufacturers and retailers (and parties in the supply chain) for injuries that result from unsafe, defective and dangerous products sold to consumers. Product liability claims in the United States are typically based on three theories of law: (1) strict liability, (2) negligence and (3) breach of warranty. In addition, as noted above, U.S. laws and regulations can also obligate manufacturers and retailers (and parties in the supply chain) to remedy product defects, which can include safety recall campaigns.

Parties involved in manufacturing, distributing or selling a product may be subject to liability for harm caused by a defect in that product. There are three types of product defects, namely, design defects, manufacturing defects and defects in marketing. In a negligence claim, a defendant may be held liable for personal injury or property damage caused by the failure to use due care. Strict liability claims, however, do not depend on the degree of carefulness by the defendant. A defendant is liable when it is shown that an injury (personal or to property) occurred as the result of a product's defect. Breach of warranty is also a form of strict liability in the sense that a showing of fault is not required. The plaintiff need only establish the warranty was breached, regardless of how that came about. Companies that manufacture, distribute or sell a product in a particular state may be subject to the jurisdiction of such state's product liability laws, whether the company's jurisdiction of incorporation or principal place of business is in that state, in another U.S. state or in a non-U.S. jurisdiction.

Product liability legal actions and recall campaigns in the United States ("Product Liability Matters") could involve personal injury and property damage and could involve claims for substantial monetary damages. The results of any future litigation and claims involving product liability in the United States are inherently unpredictable.

#### *Employment and Labor Law*

Private businesses operating in the United States are subject to employment laws of the federal governments, state government, and, to a lesser extent, local counties or municipalities. These laws govern many aspects of the workplace as set forth herein and failure to comply can result in fines and penalties from relevant oversight agencies and liability to employees, which can include a multiple of actual damages, counsel fees, and punitive damages for certain violations.

Businesses that operate in New Jersey must comply with governing federal laws and New Jersey state laws (together, "US-NJ Employment Laws"). The default rule in New Jersey is that, in the absence of a labor agreement or contract for employment for a specified term, employment is terminable at will. Employers have a right to discharge an employee at any time, for any reason, or for no reason, provided the termination is not for a reason prohibited by law.

Broadly, our obligation to comply with applicable US-NJ Employment Laws, includes laws and rules relating to:

- (i) Wage and hour standards, such as paying required overtime for employees who do not meet exemption requirements and work in excess of 40 hours in a week, paying minimum wage, and paying wages when due;
- (ii) Providing leave and leave benefits to eligible employees, including requirements that unpaid family leave and unpaid leave for reasons including domestic violence or sexual assault shall be provided by covered employers;
- (iii) Non-discrimination and anti-retaliation;
- (iv) Providing reasonable accommodations to and engaging in the interactive process with employees with disabilities, religious needs, or other protected characteristics;
- (v) Ensuring employees are eligible to be employed in the United States; and
- (vi) Occupational safety.

Failure to comply with the US-NJ Employment Laws may, in some instances, expose us to civil liability to employees or former employees for compensatory damages, statutory damages, as well as punitive damages and counsel fees. We could also be subject to fines, penalties, and assessments from various regulatory authorities.

## **ITEM 1A. RISK FACTORS**

*The following is a summary of certain risks that should be carefully considered along with the other information contained or incorporated by reference in this Report and the documents incorporated by reference, as updated by our subsequent filings under the Exchange Act. If any of the following events actually occurs, our business, operating results, prospects, or financial condition could be materially and adversely affected. The risks described below are not the only ones that we face. Additional risks not presently known to us or that we currently deem immaterial may also significantly impair our business operations and could result in a complete loss of your investment.*

### **Summary of Risk Factors**

An investment in our ordinary shares is subject to a number of risks, including risks related to our business and industry, risks related to our corporate structure, risks related to doing business in China and risks related to our ordinary shares. You should carefully consider all of the information in this Report before making an investment in the ordinary shares. The following list summarizes some, but not all, of these risks. Please read the information in this section for a more thorough description of these and other risks.

#### ***Risks Related to our Business and Industry***

For more detailed discussions of the following risks, see “Risk Factors—Risks Related to our Business and Industry” on pages 20 through 26.

- Our business operations are cash intensive, and our business could be adversely affected if we fail to maintain sufficient levels of liquidity and working capital;
- We grant relatively long payment terms for accounts receivable which can adversely affect our cash flow;
- We face short lead-times for delivery of products to customers. Failure to meet delivery deadlines could result in the loss of customers and damage to our reputation and goodwill;
- We face intense competition, and if we are unable to compete effectively, we may not be able to maintain profitability;
- Our revenues are highly dependent on a limited number of customers and the loss of any one of our major customers could materially and adversely affect our growth and revenues;
- As we expand our operations, we may need to establish a more diverse supplier network for our raw materials. The failure to secure a more diverse supplier network could have an adverse effect on our financial condition;
- To remain competitive, we are introducing new lines of business, including the production and sale of electric industrial vehicles. If our efforts are not successful, our results of operations may be materially and adversely affected;
- New lines of business, including the production and sale of electric industrial vehicles, may subject us to additional risks;
- Volatile steel prices can cause significant fluctuations in our operating results. Our revenues and operating income could decrease if steel prices increase or if we are unable to pass price increases on to our customers; and
- We are subject to various risks and uncertainties that may affect our ability to procure raw materials.

#### ***Risks Related to Doing Business in China***

For more detailed discussions of the following risks, see “Risk Factors—Risks Related to Doing Business in China” on pages 26 through 36.

- Changes in China’s economic, political or social conditions or government policies could have a material adverse effect on our business and operations;
- Uncertainties arising from the legal system in China, including uncertainties regarding the interpretation and enforcement of PRC laws and the possibility that regulations and rules can change quickly with little advance notice, could hinder our ability to offer or continue to offer our securities, result in a material adverse change to our business operations, and damage our reputation, which could materially and adversely affect our financial condition and results of operations and cause our securities to significantly decline in value or become worthless. See “Risk Factors—Risks Related to Doing Business in China—The PRC government exerts substantial influence over the manner in which we must conduct our business activities. If the Chinese government significantly regulates the business operations of our PRC subsidiaries in the future and our PRC subsidiaries are not able to substantially comply with such regulations, our business operations may be materially adversely affected and the value of our ordinary shares may significantly decrease” and “Risk Factors—Risks Related to Doing Business in China—Uncertainties with respect to the PRC legal system could adversely affect us”;

- The Chinese government may intervene or influence our operations at any time, or may exert more control over offerings conducted overseas and/or foreign investment in China-based issuers. Any actions by the Chinese government to exert more oversight and control over offerings that are conducted overseas and/or foreign investment in China-based issuers could significantly limit or completely hinder our ability to offer or continue to offer securities to investors and cause the value of such securities to significantly decline or become worthless. See “Risk Factors—Risks Related to Doing Business in China—The PRC government exerts substantial influence over the manner in which we must conduct our business activities. If the Chinese government significantly regulates the business operations of our PRC subsidiaries in the future and our PRC subsidiaries are not able to substantially comply with such regulations, our business operations may be materially adversely affected and the value of our ordinary shares may significantly decrease”;
- The approval of the CSRC or other PRC governmental authorities may be required, along with compliance with any other applicable PRC rules, policies and regulations, in connection with any future offering of our securities, and, if required, we cannot predict whether or how soon we will be able to obtain such approval or comply with such requirements. Any failure to obtain, or delay in obtaining, any requisite PRC governmental approval or complying with any other applicable PRC requirements for an offering, or a rescission of such approval, may subject us to sanctions imposed by the relevant PRC regulatory authority. In addition, if we do not receive or maintain the approvals, or we inadvertently conclude that such approvals are not required, or applicable laws, regulations, or interpretations change such that we are required to obtain approval in the future, we may be subject to an investigation by competent regulators, fines or penalties, or an order prohibiting us from conducting an offering, and these risks could result in a material adverse change in our operations and the value of our ordinary shares, significantly limit or completely hinder our ability to offer or continue to offer securities to investors, or cause such securities to significantly decline in value or become worthless. See “Risk Factors—Risks Related to Doing Business in China—We believe that we are not currently required to obtain the approval and/or comply with other requirements of the CSRC, the CAC, or other PRC governmental authorities under PRC rules, regulations or policies in connection with an offering of our securities outside of the PRC, including on a U.S. exchange. However, in the event that any such approval is required or that there are other requirements we are obligated to comply with, we cannot predict whether or how soon we will be able to obtain such approvals and/or comply with such requirements.” and “Risk Factors—Risks Related to Doing Business in China—We may be liable for improper use or appropriation of personal information provided by our customers and any failure to comply with PRC laws and regulations over data security could result in materially adverse impact on our business, results of operations, and our continued listing on Nasdaq”;
- We may be liable for improper use or appropriation of personal information provided by our customers and any failure to comply with PRC laws and regulations over data security could result in materially adverse impact on our business, results of operations, and our continued listing on Nasdaq;
- You may have difficulty enforcing judgments against us;
- Under the Enterprise Income Tax Law, we may be classified as a “Resident Enterprise” of China. Such classification will likely result in unfavorable tax consequences to us and our non-PRC shareholders;
- PRC regulation of loans to, and direct investments in, PRC entities by offshore holding companies may delay or prevent us from using proceeds from our future financing activities to make loans or additional capital contributions to our PRC operating subsidiaries;
- We may rely on dividends paid by our subsidiaries for our cash needs, and any limitation on the ability of our subsidiaries to make payments to us could have a material adverse effect on our ability to conduct business;
- Governmental control of currency conversion may limit our ability to utilize our revenues effectively and affect the value of your investment;
- U.S. regulatory bodies may be limited in their ability to conduct investigations or inspections of our operations in China; and

- Our securities may be delisted and prohibited from being traded under the HFCA Act if the PCAOB is unable to inspect our auditor in the future. Any future delisting and cessation of trading of our securities, or the threat of their being delisted and prohibited from being traded, may materially and adversely affect the value of your investment. Additionally, any inability of the PCAOB to conduct inspections of our auditor in the future would deprive our investors of the benefits of such inspections. See “Risk Factors—Risks Related to Doing Business in China—A recent joint statement by the SEC and the PCAOB, proposed rule changes submitted by Nasdaq, and the HFCA Act all call for additional and more stringent criteria to be applied to emerging market companies upon assessing the qualification of their auditors, especially the non-U.S. auditors who are not inspected by the PCAOB.”
- Our securities may be delisted and prohibited from being traded under the HFCA Act if the PCAOB is unable to inspect our auditor in the future. Any future delisting and cessation of trading of our securities, or the threat of their being delisted and prohibited from being traded, may materially and adversely affect the value of your investment. Additionally, any inability of the PCAOB to conduct inspections of our auditor in the future would deprive our investors of the benefits of such inspections. See “Risk Factors—Risks Related to Doing Business in China—A recent joint statement by the SEC and the PCAOB, proposed rule changes submitted by Nasdaq, and the HFCA Act all call for additional and more stringent criteria to be applied to emerging market companies upon assessing the qualification of their auditors, especially the non-U.S. auditors who are not inspected by the PCAOB.”

### ***Risks Related to Our Ordinary Shares***

For more detailed discussions of the following risks, see “Risk Factors—Risks Related to Our Ordinary Shares” on pages 36 through 38.

- Future sales of our ordinary shares, whether by us or our shareholders, could cause the price of our ordinary shares to decline;
- Because we do not expect to pay dividends in the foreseeable future, you must rely on the price appreciation of our ordinary shares for return on your investment;
- As a company incorporated in the British Virgin Islands with limited liability, we are permitted to adopt certain home country practices in relation to corporate governance matters that differ significantly from the Nasdaq corporate governance listing standards; these practices may afford less protection to shareholders than they would enjoy if we complied fully with the Nasdaq corporate governance listing standards.

### **Risks Related to our Business and Industry**

***Our business operations are cash intensive, and our business could be adversely affected if we fail to maintain sufficient levels of liquidity and working capital.***

As of December 31, 2021, we had approximately \$11.06 million of cash and cash equivalents. Historically, we have spent a significant amount of cash on our operational activities, principally to procure raw materials for our products. Our short-term loans are from Chinese banks and are generally secured by a portion of our fixed assets, land use right and/or guarantees by related parties. Certain of these loans are secured against a portion of the shares of our PRC subsidiaries. The term of a majority of such loans is one year. Historically, we rolled over such loans on an annual basis. However, we may not have sufficient funds available to pay all of our borrowings upon maturity in the future. Failure to roll over our short-term borrowings at maturity or to service our debt could result in a transfer of the ownership of a portion of the shares of our PRC subsidiaries to secured lenders, the imposition of penalties, including increases in interest rates, legal actions against us by our creditors, and even insolvency.

Although we have been able to maintain adequate working capital primarily through cash from operations and short-term and long-term borrowings, any failure by our customers to settle outstanding accounts receivable, or our inability to borrow sufficient capital from local banks, in the future could materially and adversely affect our cash flow, financial condition and results of operations.

***We grant relatively long payment terms for accounts receivable which can adversely affect our cash flow.***

As is customary in China, for competitive reasons, we grant relatively long payment terms to most of our customers. The reserves we establish for our receivables may not be adequate based on the current bad debts. We are subject to the risk that we may be unable to collect accounts receivable in a timely manner. If the accounts receivable cannot be collected in time, or at all, a significant amount of bad debt expense will occur, and our business, financial condition and results of operation will likely be materially and adversely affected.

***We face short lead-times for delivery of products to customers. Failure to meet delivery deadlines could result in the loss of customers and damage to our reputation and goodwill.***

Most of our customers are large manufacturers, who generally place large orders for our products and require prompt delivery. Our product sale agreements typically contain short lead-times for the delivery of products and tight production and manufacturer supply schedules that can reduce our profit margins on the products procured from our suppliers. Our suppliers may lack sufficient capacity at any given time to meet all of our customers' demands if orders exceed their production capacity. We strive for rapid response to customer demand, which can lead to reduced purchasing efficiency, increased procurement costs and low profit margins. If we are unable to meet the customer demands, we may lose customers. Moreover, failure to meet customer demands may damage our reputation and goodwill.

***We face intense competition, and, if we are unable to compete effectively, we may not be able to maintain profitability.***

We compete with many other companies located in the PRC and internationally that manufacture similar products. Many of our competitors are larger companies with greater financial resources. Intense competition in a challenging economic environment in the PRC has, in the past, put pressure on our margins and may adversely affect our future financial performance. Moreover, intense competition may result in potential or actual litigation between us and our competitors relating to such activities as competitive sales practices, relationships with key suppliers and customers or other matters.

It is likely that our competitors will seek to develop similar competing products in the near future. Some of our competitors may have more resources than we do, operate in greater scale, be more capitalized than we are, have access to cheaper raw materials than we do, or offer products at a more competitive price. There can be no assurance that our initial competitive advantage will be retained and that one or more competitors will not develop products that are equal or superior in quality and are better priced than our products. If we are unable to compete effectively, our results of operations and financial position may be materially and adversely affected.

***Our revenues are highly dependent on a limited number of customers and the loss of any one of our major customers could materially and adversely affect our growth and revenues.***

During the years ended December 31, 2020 and 2021, our five largest customers contributed 55.4% and 54.06% of our revenues, respectively. As a result of our reliance on a limited number of customers, we may face pricing and other competitive pressures, which may have a material adverse effect on our profits and our revenues. The volume of products sold for specific customers varies from year to year, especially since we are not the exclusive provider for any customers. In addition, there are a number of factors that could cause the loss of a customer or a substantial reduction in the products that we provide to any customer that may not be predictable. For example, our customers may decide to reduce spending on our products or a customer may no longer need our products following the completion of a project. The loss of any one of our major customers, a decrease in the volume of sales to our customers or a decrease in the price at which we sell our products to customers could materially adversely affect our profits and revenues.

In addition, this customer concentration may subject us to perceived or actual leverage that our customers may have in negotiations, given their relative size and importance to us. If our customers seek to negotiate their agreements on terms less favorable to us and we accept such terms, such unfavorable terms may have a material adverse effect on our business, financial condition and results of operations. Accordingly, unless and until we diversify and expand our customer base, our future success will significantly depend upon the timing and volume of business from our largest customers and the financial and operational success of these customers.

***As we expand our operations, we may need to establish a more diverse supplier network for our raw materials. The failure to secure a more diverse supplier network could have an adverse effect on our financial condition.***

In the event that we need to diversify our supplier network, we may not be able to procure a sufficient supply of raw materials at a competitive price, which could have an adverse effect on our results of operations, financial condition and cash flows. Furthermore, despite our efforts to control our supply of raw materials and maintain good relationships with our existing suppliers, we could lose one or more of our existing suppliers at any time. The loss of one or more key suppliers could increase our reliance on higher cost or lower quality supplies, which could negatively affect our profitability. Any interruptions to, or decline in, the amount or quality of our raw materials supply could materially disrupt our production and adversely affect our business, financial condition and financial prospects.

***To remain competitive, we have introduced new lines of business, including the production and sale of electric industrial vehicles. If our efforts are not successful, our results of operations may be materially and adversely affected.***

Prior to December 2020, through Zhongchai Holding and its PRC subsidiaries, our products mainly included transmission systems and integrated powertrains for material handling machineries, particularly for electric forklift trucks. In December 2020, we launched a new division to focus on the production and sale of electric industrial vehicles—a division that Greenland intends to develop to diversify its product offerings. Greenland's electric industrial vehicle products currently include GEF-series electric forklifts, a series of lithium powered forklifts with three models ranging in size from 1.8 tons to 3.5 tons, and GEL-1800, a 1.8 ton rated load lithium powered electric wheeled front loader. In February 2022, Greenland launched its GEX-8000 all-electric 8.0 ton rated load lithium powered wheeled excavator. These products have become available for purchase in the U.S. market. Greenland plans to establish an assembly site and an experience center in the United States in 2022 to support local sales, assembly and distribution.

There are risks in connection with this new line of business. We may experience difficulties in the development and launch of our electric industrial vehicles, and our products may not be well-accepted by the market. As we have limited experience in the electric industrial vehicle business, our efforts in developing such business may not succeed and we may not be able to generate sufficient revenue to cover our investment and become profitable. During such process, our results of operations and financial conditions may not be improved in a timely manner, or at all. We cannot assure you that we will successfully transition our business focus and it is possible that we remain in such transition period for a certain period of time. During such period, our revenue may be very limited and we may continue to experience material and adverse effect to our results of operations, financial condition and business prospects.

***New lines of business, including the production and sale of electric industrial vehicles, may subject us to additional risks.***

From time to time, we may implement new lines of business or offer new products within our existing lines of business. Currently, we plan to offer additional models of electric industrial vehicles. As such, we face significant challenges, uncertainties and risks, including, among others, with respect to our ability to:

- build a well-recognized and respected brand;
- establish and expand our customer base;
- improve and maintain our operational efficiency for new lines of business;
- maintain a reliable, secure, high-performance and scalable technology infrastructure for our new lines of business;

- anticipate and adapt to changing market conditions, including technological development and changes in competitive landscape;
- navigate an evolving and complex regulatory environment, such as licensing and compliance requirements; and
- manage the resources and attention of management between our current core business and new lines of business.

Moreover, there can be no assurance that the introduction and development of new lines of business or new products and services would not encounter significant difficulties or delay or would achieve the profitability as we expect. Failure to successfully manage these risks in the development and implementation of new lines of business or new products or services could have a material adverse effect on our business, results of operations and prospects. For example, we may experience difficulties in developing and launching additional models of our electric industrial vehicles, or may not be able to develop them at reasonable costs. Due to our limited experience with electric industrial vehicles, we also face challenges and uncertainties relating to the possibility of success of our new business.

As we enter into new business sectors, we are also subject to competition from such industry. There can be no assurance that we will be able to compete effectively with respect to our new businesses. If we fail to establish our strengths or maintain our competitiveness in those industries, our business prospects, results of operations and financial condition may be materially and adversely affected.

***Volatile steel prices can cause significant fluctuations in our operating results. Our revenues and operating income could decrease if steel prices increase or if we are unable to pass price increases on to our customers.***

Our principal raw materials are processed metal parts and components which are made of carburizing steel. The steel industry as a whole is cyclical and, at times, pricing and availability of steel can be volatile due to numerous factors beyond our control, including general domestic and international economic conditions, labor costs, sales levels, competition, levels of inventory, consolidation of steel producers, higher raw material costs for steel producers, import duties and tariffs and currency exchange rates. This volatility can significantly affect the availability and cost of raw materials.

Our suppliers, like many other processed metal parts and components manufacturers, maintain substantial inventories of steel to accommodate the short lead times and just-in-time delivery requirements of customers. Accordingly, they purchase steel in an effort to maintain their inventory at levels that they believe to be appropriate to satisfy the anticipated needs of customers based upon historic buying practices, supply agreements with customers and market conditions. When steel prices increase, competitive conditions will influence how much of the price increase suppliers would pass on to us and how much we can pass on to our customers. To the extent we are unable to pass on future price increases in raw materials to our customers, the revenues and profitability of our business could be adversely affected.

***We are subject to various risks and uncertainties that might affect our ability to procure raw materials.***

Our performance depends upon our ability to procure low cost, high quality raw materials on a timely basis from our suppliers. Our suppliers are subject to certain risks, including the availability of raw materials, labor disputes, inclement weather, natural disasters, and general economic and political conditions, which might limit the ability of our suppliers to provide low cost, high quality merchandise on a timely basis. Furthermore, for these or other reasons, one or more of our suppliers might not adhere to our quality control standards, and we might not identify the deficiency. Our suppliers' failure to supply quality materials at a reasonable cost on a timely basis could reduce our net sales or profits, damage our reputation and have an adverse effect on our financial condition.

***We may lose our competitive advantage, and our operations may suffer, if we fail to prevent the loss or misappropriation of, or disputes over, our intellectual property.***

We rely on a combination of patents, trademarks, trade secrets and confidentiality agreements to protect our intellectual property rights. While we are not currently aware of any infringement on our intellectual property rights, our ability to compete successfully and to achieve future revenue growth will depend, in significant part, on our ability to protect our proprietary technology. Despite many laws and regulations promulgated, as well as other efforts made, by China over the past several years in an attempt to protect intellectual property rights, intellectual property rights are not as certain in China as they would be in many Western countries, including the United States. Furthermore, enforcement of such laws and regulations in China has not been fully developed. Neither the administrative agencies nor the court systems in China are as equipped as their counterparts in developed countries to deal with violations or handle the nuances and complexities between compliant technological innovation and non-compliant infringement.

Our transmission technology is protected through a combination of patents, trade secrets, confidentiality agreements and other methods. However, our competitors may independently develop similar proprietary methodologies or duplicate our products, or develop alternatives, which could have a material adverse effect on our business, results of operations and financial condition. The misappropriation or duplication of our intellectual property could disrupt our ongoing business, distract our management and employees, reduce our revenues and increase our expenses. We may need to litigate to enforce our intellectual property rights. Any such litigation could be time consuming and costly and the outcome of any such litigation cannot be guaranteed.

***We have limited insurance coverage for our operations in China and may incur losses resulting from product liability claims, business interruption or natural disasters.***

Greenland Tech, our subsidiary in the U.S., maintains commercial general liability insurance for its business operations. However, we have limited insurance coverage for our operations in China, and we are therefore exposed to risks associated with product liability claims against our PRC subsidiaries or otherwise against our operations in the PRC in the event that the use of our products results in property damage or personal injury. Since our transmission products are ultimately incorporated into forklifts, it is possible that users of forklifts or people installing our products could be injured or killed, whether as a result of defects, improper installation or other causes. We are unable to predict whether product liability claims will be brought against us in the future or to predict the impact of any resulting adverse publicity on our business. The successful assertion of product liability claims against us could result in potentially significant monetary damages and require us to make significant payments. We do not carry product liability insurance and may not have adequate resources to satisfy a judgment in the event of a successful claim against us. In addition, we do not currently, and may not in the future, maintain business interruption insurance coverage. As such, we may suffer losses that result from interruptions in our operations as a result of inability to operate or failures of equipment and infrastructure at our facilities. We also do not currently maintain catastrophe insurance. As such, any natural disaster or man-made disaster could result in substantial losses and diversion of our resources to address the effects of such an occurrence, which could materially and adversely affect our business, financial condition and results of operations.

***Failure to make adequate contributions to various employee benefit plans as required by PRC regulations may subject us to penalties.***

We are required under PRC laws to participate in various government sponsored employee benefit plans, including social security insurance, housing funds and other welfare-oriented payments, and contribute to the plans in amounts equal to certain percentages of salaries, including bonuses and allowances, of our employees up to a maximum amount specified by the local government from time to time at locations where we operate our businesses. We have not made adequate employee benefit payments to the social security insurance and the housing fund. As a result, we may be required to make up the contributions for these plans within a stipulated period of time. In addition, we may be required to pay late fees equal to 0.05% of the shortage of the contributions to the social security fund for each day we fail to make up the contributions and may be imposed fines up to three times of such shortage if we fail to make up the difference within the time frame prescribed by relevant government authorities. The maximum amount of such penalties that we anticipate could be imposed on us with respect such employee benefits payments is approximately US\$200,000. If we are subject to late fees or fines in relation to the underpaid employee benefits, our financial condition and results of operations may be adversely affected. As of the date of this Report, we have not been ordered to pay outstanding contributions or related penalties.

***If labor costs in the PRC increase substantially, our business and costs of operations may be adversely affected.***

In recent years, the Chinese economy has experienced inflation and labor cost increases. Average wages are projected to continue to increase. Further, under PRC law we are required to pay various statutory employee benefits, including pensions, housing funds, medical insurance, work-related injury insurance, unemployment insurance and maternity insurance to designated government agencies for the benefit of its employees. The relevant government agencies may examine whether an employer has made adequate payments to the statutory employee benefits, and those employers who fail to make adequate payments may be subject to late payment fees, fines and/or other penalties. We expect that our labor costs, including wages and employee benefits, will continue to increase based on the past trends. If we are unable to control our labor costs or pass such increased labor costs on to our customers, our financial condition and results of operations may be adversely affected.

***We are subject to risks related to a substantial balance due from a related party.***

As of December 31, 2021, we were owed \$39.46 million from Cenntro Holding Limited, our controlling shareholder, and such amount is recorded as “due from related parties” on our balance sheet. We expect the amount due from Cenntro Holding Limited to be paid back based on certain payment schedules, with the last payment to be made by June 30, 2024, as the Company and Cenntro Holding Limited mutually agreed to an extension of the repayment deadline from April 27, 2022. However, there is no guarantee that such amount will be repaid in whole or in part before the end of June 2024, or at all. Such failure to pay back by Cenntro Holding Limited could have a material negative impact on our balance sheet.

***The ongoing COVID-19 pandemic could adversely affect our business, results of operations and financial condition.***

The ongoing COVID-19 pandemic has continued to spread across the world and has created unique global and industry-wide challenges. COVID-19 has resulted in quarantines, travel restrictions, and the temporary closure of offices and facilities in China and many other countries. New COVID-19 variants have also emerged, potentially extending the period during which COVID-19 will negatively impact the global economy.

Our revenue growth was negatively impacted by the COVID-19 in the first half of 2020. From February 3, 2020 to the end of February 2020, we closed all of our operating offices in Zhejiang Province, including manufactory, in response to the emergency measures imposed by the local government. The pandemic also significantly limited suppliers’ ability to provide low-cost, high-quality merchandise to us on a timely basis. Since late March 2020, our business operations have gradually recovered from the negative impacts due to the lockdown, and our backlogged orders were mostly processed during the remainder of fiscal year 2020 and into the first quarter of fiscal year 2021. In 2021, a few waves of COVID-19 infections emerged in various regions of China, and in response, the Chinese government implemented certain anti-COVID measures and protocols. However, these scattered outbreaks had limited impact on our financial condition and results of operations in the fiscal year ended December 31, 2021. In the fiscal year ended December 31, 2021, we experienced rising raw material costs, and we expect raw material costs to continue increasing in the foreseeable future due to the COVID-19 pandemic.

However, the potential downturn brought by and the duration of the COVID-19 pandemic may be difficult to assess or predict, and any associated negative impact on us will depend on many factors beyond our control. The extent to which the COVID-19 pandemic impacts our long-term results remains uncertain, and we are closely monitoring its impact on us. Our business, results of operations, financial conditions and prospects could be adversely affected directly, as well as indirectly to the extent that the ongoing COVID-19 pandemic harms the Chinese and global economy in general.

***Competition for our employees is intense, and we may not be able to attract and retain the highly skilled employees needed to support our business.***

As we continue to experience growth, our future success depends on our ability to attract, develop, motivate and retain highly qualified and skilled employees, including engineers, financial personnel and marketing professionals. Competition for highly skilled engineering, sales, technical and financial personnel is extremely intense. We may not be able to hire and retain these personnel at compensation levels consistent with our existing compensation and salary structure. Many of the companies with which we compete for experienced employees have greater resources than we have and may be able to offer more attractive terms of employment.

In addition, we invest significant time and expense in training our employees, which increases their value to competitors who may seek to recruit them. If we fail to retain our employees, we could incur significant expenses in hiring and training their replacements, and the quality of our services and our ability to serve customers could diminish, resulting in a material adverse effect on our business.

***Our business depends on the continued efforts of our senior management. If one or more of our key executives were unable or unwilling to continue in their present positions, our business may be severely disrupted.***

Our business operations depend on the continuing services of our senior management. While we have provided different incentives to our management, we cannot assure you that we can continue to retain their services. If one or more of our key executives were unable or unwilling to continue in their present positions, we may not be able to replace them easily or at all, our future growth may be constrained, its business may be severely disrupted and our financial condition and results of operations may be materially and adversely affected, and we may incur additional expenses to recruit, train and retain qualified personnel. In addition, although we have entered into a non-competition agreement with Mr. Peter Zuguang Wang, our controlling shareholder and chairman of the board of directors, there is no assurance that Mr. Wang will not join our competitors or form a competing business. If any dispute arises between us and Mr. Wang, we may incur substantial costs and expenses in order to enforce the non-competition agreement in China, and we may be unable to enforce it at all.

***We do not maintain “key person” insurance, and as a result, we may incur losses if any of our directors, executive officers, senior manager or other key employees chooses to terminate his or her services with us.***

We do not have “key person” insurance for our directors, executive officers, senior management or other key employees. If any of our key employees terminate his or her services or otherwise becomes unable to provide continuous services to us, our business, financial condition and results of operations may be materially and adversely affected and we may incur additional expenses to recruit, train and retain qualified personnel. If any of our executive officers or key employees joins a competitor or forms a competing company, we may lose customers, operational know-how and key professionals and staff members.

### **Risks Related to Doing Business in China**

***Changes in China’s economic, political or social conditions or government policies could have a material adverse effect on our business and operations.***

A substantial majority of our assets and operations are located in China. Accordingly, our business, financial condition, results of operations and prospects may be influenced to a significant degree by political, economic and social conditions in China generally. The PRC economy differs from the economies of most developed countries in many respects, including with regard to the level of government involvement, level of development, growth rate, control of foreign exchange and allocation of resources. Although the PRC government has implemented measures emphasizing the utilization of market forces for economic reform, the reduction of state ownership of productive assets, and the establishment of improved corporate governance in business enterprises, a substantial portion of productive assets in China is still owned by the government. In addition, the PRC government continues to play a significant role in regulating industry development by imposing industrial policies.

The PRC government also exercises significant control over China’s economic growth through allocating resources, controlling payment of foreign currency-denominated obligations, setting monetary policy, and providing preferential treatment to particular industries or companies.

While the PRC economy has experienced significant growth over the past decades, growth has been uneven, both geographically and among various sectors of the economy, and the rate of growth has been slowing since 2012. Any adverse changes in economic conditions in China, in the policies of the PRC government or in the laws and regulations in China could have a material adverse effect on the overall economic growth of China. Such developments could adversely affect our business and operating results, lead to reduction in demand for our services and adversely affect our competitive position. The PRC government has implemented various measures to encourage economic growth and guide the allocation of resources. Some of these measures may benefit the overall PRC economy, but may have a negative effect on us. For example, our financial condition and results of operations may be adversely affected by government control over capital investments or changes in tax regulations. In addition, in the past the PRC government has implemented certain measures, including interest rate adjustment, to control the pace of economic growth. These measures may cause decreased economic activity in China, which may adversely affect our business and operating results.

***Uncertainties with respect to the PRC legal system could adversely affect us.***

The PRC legal system is a civil law system based on written statutes. Unlike the common law system, prior court decisions under the civil law system may be cited for reference but have limited precedential value. Since these laws and regulations are relatively new and the PRC legal system continues to rapidly evolve, the interpretations of many laws, regulations and rules are not always uniform and the enforcement of these laws, regulations and rules involves uncertainties.

In 1979, the PRC government began to promulgate a comprehensive system of laws and regulations governing economic matters in general. The overall effect of legislation over the past four decades has significantly enhanced the protections afforded to various forms of foreign investments in China. However, China has not developed a fully integrated legal system, and recently enacted laws and regulations may not sufficiently cover all aspects of economic activities in China. In particular, the interpretation and enforcement of these laws and regulations involve uncertainties. Since PRC administrative and court authorities have significant discretion in interpreting and implementing statutory provisions and contractual terms, it may be difficult to evaluate the outcome of administrative and court proceedings and the level of legal protection we enjoy. These uncertainties may affect our judgment on the relevance of legal requirements and our ability to enforce our contractual rights or tort claims. In addition, the regulatory uncertainties may be exploited through unmerited or frivolous legal actions or threats in attempts to extract payments or benefits from us.

Furthermore, the PRC legal system is based in part on government policies and internal rules, some of which are not published on a timely basis or at all and may have retroactive effect. As a result, we may not be aware of our violation of any of these policies and rules until sometime after the violation. In addition, any administrative and court proceedings in China may be protracted, resulting in substantial costs and diversion of resources and management attention.

In addition, we are subject to risks and uncertainties of the interpretations and applications of PRC laws and regulations, including but not limited to, limitations on foreign ownership in our industry. We are also subject to the risks and uncertainties about any future actions of the PRC government. If any future actions of the PRC government result in a material change in our operations, and the value of our ordinary shares may depreciate significantly or become worthless.

***The PRC government exerts substantial influence over the manner in which we must conduct our business activities. If the Chinese government significantly regulates the business operations of our PRC subsidiaries in the future and our PRC subsidiaries are not able to substantially comply with such regulations, the business operations of our PRC subsidiaries may be materially and adversely affected and the value of our ordinary shares may significantly decrease.***

The PRC government has exercised, and continues to exercise, substantial control over virtually every sector of the Chinese economy through regulation and state ownership, including steel sector where we have been doing our business. Any government decisions or actions to change the way steel production is regulated, or any decisions the government might make to cut spending, could adversely impact our business and results of operations. In addition, the ability of our PRC subsidiaries to operate in China may be harmed by changes in PRC laws and regulations, including those relating to taxation, environmental conditions, land use rights, property and other matters. The central or local governments of these jurisdictions may impose new, stricter regulations or interpretations of existing regulations that would require additional expenditures and efforts on our part to ensure our compliance with such regulations or interpretations. Accordingly, government actions in the future, including any decision not to continue to support recent economic reforms and to return to a more centrally planned economy or regional or local variations in the implementation of economic policies, could have a significant effect on economic conditions in China or particular regions thereof, and could require us to divest ourselves of any interest we then hold in Chinese properties.

We believe that our operations in China are in material compliance with all applicable legal and regulatory requirements. However, the central or local governments of the jurisdictions in which we operate may impose new, stricter regulations or interpretations of existing regulations with little advance notice that would require additional expenditures and efforts on our part to ensure our compliance with such regulations or interpretations.

Our PRC subsidiaries may incur increased costs necessary to comply with existing and newly adopted laws and regulations or penalties for any failure to comply. In the event that our PRC subsidiaries are not able to substantially comply with any existing or newly adopted laws and regulations, our business operations may be materially adversely affected and the value of our ordinary shares may significantly decrease.

Furthermore, the PRC government authorities may strengthen oversight and control over offerings that are conducted overseas and/or foreign investment in China-based issuers like us. Such actions taken by the PRC government authorities may intervene or influence the operations of our PRC operating entities at any time, which may be beyond our control. Therefore, any such action may adversely affect the operations of our PRC subsidiaries and substantially limit or hinder our ability to offer or continue to offer securities to you and significantly reduce the value of such securities or cause the value of such securities to be completely worthless.

***We believe that we are not currently required to obtain the approval and/or comply with other requirements of the CSRC, the CAC, or other PRC governmental authorities under PRC rules, regulations or policies in connection with an offering of our securities outside of the PRC, including on a U.S. exchange. However, in the event that any such approval is required or that there are other requirements we are obligated to comply with, we cannot predict whether or how soon we will be able to obtain such approvals and/or comply with such requirements.***

The Regulations on Mergers and Acquisitions of Domestic Enterprises by Foreign Investors, or the M&A Rules, purport to require offshore special purpose vehicles that are controlled by PRC companies or individuals and that have been formed for the purpose of seeking a public listing on an overseas stock exchange through acquisitions of PRC domestic companies or assets to obtain CSRC approval prior to publicly listing their securities on an overseas stock exchange. The interpretation and application of those regulations remain unclear.

In addition, the PRC government authorities may strengthen future oversight over offerings that are conducted overseas. For instance, on July 6, 2021, the relevant PRC governmental authorities promulgated the Opinions on Strictly Cracking Down on Illegal Securities Activities, which emphasized the need to strengthen the PRC government’s supervision over overseas listings by PRC companies. Pursuant to the Opinions, effective measures, such as promoting the construction of relevant regulatory systems, are to be taken to deal with the risks of China-based overseas-listed companies, cybersecurity and data privacy protection requirements and similar matters. The Cybersecurity Review Measures (Decree No. 8 of the Cybersecurity Administration of the PRC), or the revised Cybersecurity Review Measures, enacted on December 28, 2021 and came into effect on February 15, 2022, also require online platform operators holding over one million users’ personal information to apply for a cybersecurity review before any public offering on a foreign stock exchange. These statements and regulations are recently issued, and there remain substantial uncertainties about their interpretation and implementation. See also “— We may be liable for improper use or appropriation of personal information provided by our customers and any failure to comply with PRC laws and regulations over data security could result in materially adverse impact on our business, results of operations, and our continued listing on Nasdaq.”

As of the date of this Report, we believe we are not required to obtain any permission from PRC authorities (including the CSRC and the CAC) to operate our business as presently conducted or to issue our securities to investors outside of the PRC as of the date of this Report. Therefore, as of the date of this Report, we have not applied for any permission or approval from any PRC governmental authority in connection with our offshore listing or offering and, as such, no such permission or approval has been granted or denied. However, if we determine or otherwise find out that we were required to obtain such permissions or approvals in the future in connection with the listing or continued listing of our securities on a stock exchange outside of China, it is uncertain how long it will take for us to obtain such approval, and, even if we obtain such approval, the approval could be rescinded. Any failure to obtain or a delay in obtaining the necessary permissions from the PRC authorities to conduct offerings or list our securities outside of China may subject us to sanctions imposed by the PRC regulatory authorities, which could include fines and penalties, proceedings against us, and other forms of sanctions, and our ability to conduct our business, invest in China by our non-Chinese subsidiaries as foreign investments or accept foreign investments by Chinese entities, or continue to be listed on a U.S. or other overseas exchange may be restricted, and our business, reputation, financial condition, and results of operations may be materially and adversely affected.

On December 24, 2021, the CSRC published the Regulations of the State Council on the Administration of Overseas Issuance and Listing of Securities by Domestic Enterprises (Draft for Public Comments) and the Measures for the Administration of Overseas Issuance and Listing of Securities by Domestic Enterprises (Draft for Public Comments) for public comments, which will apply if a domestic enterprise issues shares, depositary receipts, corporate bonds convertible into shares, or other securities of an equity nature outside of the PRC, or lists its securities for trading outside of the PRC. According to such regulations, a domestic enterprise that issues and lists its securities outside of the PRC shall comply with the filing procedures and report the relevant information to the CSRC. A domestic enterprise shall not be listed on an overseas stock exchange if any of the following circumstances exists: (i) there are circumstances in which such listing and financing is expressly prohibited by national laws, regulations and relevant provisions; (ii) the relevant competent department of the State Council has determined, in accordance with law, that the overseas securities offering and listing threatens or endangers national security; (iii) there are major disputes over ownership of shares, major assets, and core technologies, etc.; (iv) such domestic enterprise and its controlling shareholders or actual controllers have committed criminal offences of embezzlement, bribery, misappropriation of property, misappropriation of property or disruption of the socialist market economic order within the last three years, or are under investigation by the judicial authorities for suspected crimes, or are under investigation for suspected major violations of law; (v) the director, supervisor or senior management of such domestic enterprise has been subject to administrative punishment within the last three years for series violations, or is being investigated by the judicial authorities for suspected crimes or is being investigated by the judicial authorities for suspected major violations of law; or (vi) other circumstances as determined by the State Council. If a domestic enterprise violates the above provisions, it may be subject to an order to correct such violation, regulatory talk, warning letter, warning, fines, suspension of relevant business operations or order of rectification, revocation of relevant business qualification permit or revocation of business license, or be held legally responsible for any such violation. Under these regulations, the listing of the Company's ordinary shares on Nasdaq may fall under the category of "indirect issuance of securities by a domestic enterprise abroad or listing and trading of its securities abroad" and, therefore, the issuance of securities after the listing of the Company may be subject to the relevant filing procedures, which means that the filing materials should be submitted to the CSRC within three business days after the completion of the issuance.

As of the date of this Report, the Company does not currently fall under any of the abovementioned circumstances that prohibit its overseas securities offering or listing, and has not been required to comply with any filing procedures. However, the abovementioned regulations are still subject to public comments, and it is uncertain when they will be formally introduced and whether there will be any changes to their content and as such, the impact of the aforementioned regulations on the Company cannot be determined at this time. However, according to the "Q&A with the relevant person in charge of the CSRC" released on December 24, 2021, the relevant person in charge of the CSRC stated that the CSRC will adhere to the principle of non-retroactivity of the law and ensure the smooth implementation of record management. Enterprises seeking to list their securities overseas and overseas listed enterprises seeking to conduct follow-on offerings and other relevant activities are required to fulfill the filing procedures, and other overseas listed enterprises will be provided with a transition period with respect to their filing requirements. The CSRC will take into full consideration the advantages of conducting follow-on offerings in overseas markets to domestic enterprises, and set up different filing and timing requirements for enterprises seeking to conduct follow-on offerings, so as to reduce the impacts of filing procedures on follow-on offerings of overseas listed enterprises.

***We may be liable for improper use or appropriation of personal information provided by our customers and any failure to comply with PRC laws and regulations over data security could result in materially adverse impact on our business, results of operations, and our continued listing on Nasdaq.***

Our business involves collecting and retaining certain internal and customer data. We also maintain information about various aspects of our operations. The integrity and protection of customer and company data is critical to our business. Our customers expect that we will adequately protect their personal information. We are required by applicable laws to keep strictly confidential the personal information that we collect, and to take adequate security measures to safeguard such information.

The PRC Criminal Law, as amended by its Amendment 7 (effective on February 28, 2009) and Amendment 9 (effective on November 1, 2015), prohibits institutions, companies and their employees from selling or otherwise illegally disclosing a citizen's personal information obtained in performing duties or providing services or obtaining such information through theft or other illegal ways. On November 7, 2016, the Standing Committee of the PRC National People's Congress issued the Cyber Security Law of the PRC, or Cyber Security Law, which became effective on June 1, 2017. Pursuant to the Cyber Security Law, network operators must not, without users' consent, collect their personal information, and may only collect users' personal information necessary to provide their services. Providers are also obliged to provide security maintenance for their products and services and shall comply with provisions regarding the protection of personal information as stipulated under the relevant laws and regulations.

The Civil Code of the PRC (issued by the PRC National People's Congress on May 28, 2020 and effective from January 1, 2021) provides legal basis for privacy and personal information infringement claims under the Chinese civil laws. PRC regulators, including the CAC, the Ministry of Industry and Information Technology, and the Ministry of Public Security, have been increasingly focused on regulation in data security and data protection.

The PRC regulatory requirements regarding cybersecurity are evolving. For instance, various regulatory bodies in China, including the CAC, the Ministry of Public Security and the State Administration for Market Regulation, have enforced data privacy and protection laws and regulations with varying and evolving standards and interpretations. In April 2020, the Chinese government promulgated Cybersecurity Review Measures, which came into effect on June 1, 2020. According to the Cybersecurity Review Measures, operators of critical information infrastructure must pass a cybersecurity review when purchasing network products and services which do or may affect national security.

In December 2021, the CAC and other related authorities promulgated the revised Cybersecurity Review Measures, which came into effect on February 15, 2022. The revised Cybersecurity Review Measures proposes the following key changes:

- online platform operators who are engaged in data processing are also subject to the regulatory scope;
- the CSRC is included as one of the regulatory authorities for purposes of jointly establishing the state cybersecurity review working mechanism;
- the online platform operators holding more than one million users/users' (which to be further specified) individual information and seeking a listing outside China shall file for cybersecurity review with the Cybersecurity Review Office; and
- the risks of core data, material data or large amounts of personal information being stolen, leaked, destroyed, damaged, illegally used or transmitted to overseas parties and the risks of critical information infrastructure, core data, material data or large amounts of personal information being influenced, controlled or used maliciously shall be collectively taken into consideration during the cybersecurity review process.

Certain internet platforms in China have reportedly become subject to heightened regulatory scrutiny in relation to cybersecurity matters. As of the date of this Report, we have not been included within the definition of "operator of critical information infrastructure" by competent authority, nor have we been informed by any PRC governmental authority of any requirement that we file for a cybersecurity review. However, if we are deemed to be a critical information infrastructure operator or an online platform operator that is engaged in data processing and holds personal information of more than one million users, we could be subject to PRC cybersecurity review in the future.

As there remains significant uncertainty in the interpretation and enforcement of relevant PRC cybersecurity laws and regulations, we could be subject to cybersecurity review, and if so, we may not be able to satisfactorily complete this offering. In addition, we could become subject to enhanced cybersecurity review or investigations launched by PRC regulators in the future. Any failure or delay in the completion of the cybersecurity review procedures or any other non-compliance with the related laws and regulations may result in fines or other penalties, including suspension of business, website closure, removal of our app from the relevant app stores, and revocation of prerequisite licenses, as well as reputational damage or legal proceedings or actions against us, which may have material adverse effect on our business, financial condition or results of operations. As of the date of this Report, we have not been involved in any investigations on cybersecurity review initiated by the Cyber Administration of China or related governmental regulatory authorities, and we have not received any inquiry, notice, warning, or sanction in such respect.

On June 10, 2021, the Standing Committee of the National People's Congress of China, or the SCNPC, promulgated the PRC Data Security Law, which took effect in September 2021. The PRC Data Security Law imposes data security and privacy obligations on entities and individuals carrying out data activities, and introduces a data classification and hierarchical protection system based on the importance of data in economic and social development, and the degree of harm it will cause to national security, public interests, or legitimate rights and interests of individuals or organizations when such data is tampered with, destroyed, leaked, illegally acquired or used. The PRC Data Security Law also provides for a national security review procedure for data activities that may affect national security and imposes export restrictions on certain data an information.

As of the date of this Report, we do not expect that the current PRC laws on cybersecurity or data security would have a material adverse impact on our business operations. However, as the scope of the PRC Data Security Law is broad and includes the collection, storage, use, processing, transmission, availability and disclosure of data, among others, and uncertainties remain regarding the interpretation and implementation of these laws and regulations, we cannot assure you that we will comply with such regulations in all respects and we may be ordered to rectify or terminate any actions that are deemed illegal by regulatory authorities. Any directly liable person within our Company for violations or alleged violations of the PRC Data Security Law may become subject to fines. We may also become subject to fines and/or other sanctions that may have material adverse effect on our business, operations and financial condition.

***A severe or prolonged downturn in the PRC or global economy could materially and adversely affect our business and our financial condition.***

The global macroeconomic environment is facing challenges. There is considerable uncertainty over the long-term effects of the expansionary monetary and fiscal policies adopted by the central banks and financial authorities of some of the world's leading economies, including the United States and China. There have been concerns over unrest and terrorist threats in the Middle East, Europe and Africa and over the conflicts involving Ukraine, Syria and North Korea. There have also been concerns on the relationship among China and other Asian countries, which may result in, or intensify potential conflicts in relation to, territorial disputes, and the trade disputes between China and other countries. It is unclear whether these challenges and uncertainties will be contained or resolved, and what effects they may have on the global political and economic conditions in the long term.

Economic conditions in China are sensitive to global economic conditions, changes in domestic economic and political policies and the expected or perceived overall economic growth rate in China. While the economy in China has grown significantly over the past decades, growth has been uneven, both geographically and among various sectors of the economy, and the rate of growth has been slowing in recent years. Although growth of China's economy remained relatively stable, there is a possibility that China's economic growth may materially decline in the near future. Any severe or prolonged slowdown in the global or PRC economy may materially and adversely affect our business, results of operations and financial condition.

***You may have difficulty enforcing judgments against us.***

A significant portion of our assets are located, and a substantial amount of our operations are conducted, in the PRC. In addition, many of our directors and officers are nationals and residents of the PRC and a substantial portion of their assets are located outside the United States. As a result, it may be difficult to effect service of process within the United States upon these persons. In addition, there is uncertainty as to whether the courts of the PRC would recognize or enforce judgments of U.S. courts because China does not have any treaties or other arrangements that provide for the reciprocal recognition and enforcement of foreign judgments with the United States. In addition, according to the PRC Civil Procedures Law, courts in the PRC will not enforce a foreign judgment against us or our directors and officers if they decide that the judgment violates basic principles of PRC law or national sovereignty, security, or the public interest.

***Under the PRC EIT Law, we may be classified as a "Resident Enterprise" of China. Any classification as such will likely result in unfavorable tax consequences to us and our non-PRC shareholders.***

Under the PRC EIT Law, an enterprise established outside of China with "de facto management bodies" within China is considered a "resident enterprise," meaning that it can be subject to an enterprise income tax, or EIT, rate of 25.0% on its global income. In April 2009, the SAT promulgated a circular, known as Circular 82, and partially amended by Circular 9 promulgated in January 2014, to clarify the certain criteria for the determination of the "de facto management bodies" for foreign enterprises controlled by PRC enterprises or PRC enterprise groups. Under Circular 82, a foreign enterprise is considered a PRC resident enterprise if all of the following apply: (1) the senior management and core management departments in charge of daily operations are located mainly within China; (2) decisions relating to the enterprise's financial and human resource matters are made or subject to approval by organizations or personnel in China; (3) the enterprise's primary assets, accounting books and records, company seals, and board and shareholders' meeting minutes are located or maintained in China; and (4) 50.0% or more of voting board members or senior executives of the enterprise habitually reside in China. Further to Circular 82, the SAT issued a bulletin, known as Bulletin 45, effective in September 2011 and amended on June 1, 2015 and October 1, 2016, to provide more guidance on the implementation of Circular 82 and clarify the reporting and filing obligations of such "Chinese controlled offshore incorporated resident enterprises." Bulletin 45 provides for, among other matters, procedures for the determination of resident status and administration of post-determination matters. Although Circular 82 and Bulletin 45 explicitly provide that the above standards apply to enterprises that are registered outside China and controlled by PRC enterprises or PRC enterprise groups, Circular 82 may reflect the SAT's criteria for determining the tax residence of foreign enterprises in general.

If the PRC tax authorities determine that we are a “resident enterprise” for PRC enterprise income tax purposes, a number of unfavorable PRC tax consequences could follow. First, we may be subject to the enterprise income tax at a rate of 25% on our worldwide taxable income as well as PRC enterprise income tax reporting obligations. In our case, this would mean that income such as non-China source income would be subject to PRC enterprise income tax at a rate of 25%. Second, under the PRC EIT Law, dividends paid to us from our PRC subsidiaries would be deemed as “qualified investment income between resident enterprises” and therefore qualify as “tax-exempt income” pursuant to the clause 26 of the PRC EIT Law. Finally, it is possible that future guidance issued with respect to the new “resident enterprise” classification could result in a situation in which the dividends we pay with respect to our ordinary shares, or the gain our non-PRC shareholders may realize from the transfer of our ordinary shares, may be treated as PRC-sourced income and may therefore be subject to a 10% PRC withholding tax. The PRC EIT Law is, however, relatively new and ambiguities exist with respect to the interpretation and identification of PRC-sourced income, and the application and assessment of withholding taxes. If we are required under the PRC EIT Law to withhold PRC income tax on dividends payable to our non-PRC shareholders, should there be a determination in the future to pay dividends, or if non-PRC shareholders are required to pay PRC income tax on gains on the transfer of their ordinary shares, our business could be negatively impacted and the value of your investment may be materially reduced. Further, if we were treated as a “resident enterprise” by PRC tax authorities, we would be subject to taxation in both China and such countries in which we have taxable income, and our PRC tax may not be creditable against such other taxes.

***PRC regulation of loans to, and direct investments in, PRC entities by offshore holding companies may delay or prevent us from using proceeds from our future financing activities to make loans or additional capital contributions to our PRC operating subsidiaries.***

As an offshore holding company with PRC subsidiaries, we may transfer funds to our PRC subsidiaries or finance our operating entities by means of loans or capital contributions. Any capital contributions or loans that we, as an offshore entity, make to our Company’s PRC subsidiaries, are subject to PRC regulations. Any loans to our PRC subsidiaries, which are foreign-invested enterprises, cannot exceed statutory limits based on the difference between the amount of our investments and registered capital in such subsidiaries, and shall be registered with State Administration of Foreign Exchange, or SAFE, or its local counterparts. Furthermore, any capital increase contributions we make to our PRC subsidiaries, which are foreign-invested enterprises, are subject to the requirement of making necessary filings in Foreign Investment Comprehensive Management Information System, and registration with other government authorities in China. We may not be able to obtain these government registrations or approvals on a timely basis, if at all. If we fail to obtain such approvals or make such registration, our ability to make equity contributions or provide loans to our Company’s PRC subsidiaries or to fund their operations may be negatively affected, which may adversely affect their liquidity and ability to fund their working capital and expansion projects and meet their obligations and commitments. As a result, our liquidity and our ability to fund and expand our business may be negatively affected.

***We may rely on dividends paid by our subsidiaries for our cash needs, and any limitation on the ability of our subsidiaries to make payments to us could have a material adverse effect on our ability to conduct business.***

As a holding company, we conduct a substantial amount of our business through our subsidiaries in China. We may rely on dividends paid by these PRC subsidiaries for our cash needs, including the funds necessary to pay any dividends and other cash distributions to our shareholders, to service any debt we may incur and to pay our operating expenses. The payment of dividends by entities established in China is subject to limitations. Regulations in China currently permit payment of dividends only out of accumulated profits as determined in accordance with accounting standards and regulations in China. In accordance with the Article 166, 168 of the Company Law of the PRC (Amended in 2018), each of our PRC subsidiaries is required to set aside at least 10% of its after-tax profit based on PRC accounting standards each year to its general reserves or statutory capital reserve fund until the aggregate amount of such reserves reaches 50% of its respective registered capital. A company may discontinue the contribution when the aggregate sum of the statutory surplus reserve is more than 50% of its registered capital. The statutory common reserve fund of a company may only be used to cover the losses of the company, expand the business and production of the company or be converted into additional capital. As a result, our PRC subsidiaries are restricted in their ability to transfer a portion of their net assets to us in the form of dividends. In addition, if any of our PRC subsidiaries incurs debt on its own behalf in the future, the instruments governing the debt may restrict such subsidiary’s ability to pay dividends or make other distributions to us. Any limitations on the ability of our PRC subsidiaries to transfer funds to us could materially and adversely limit our ability to grow, make investments or acquisitions that could be beneficial to our business, pay dividends and otherwise fund and conduct our business.

***You may be subject to PRC income tax on dividends from us or on any gain realized on the transfer of our ordinary shares.***

Under the PRC EIT Law, subject to any applicable tax treaty or similar arrangement between the PRC and your jurisdiction of residence that provides for a different income tax arrangement, PRC withholding tax at the rate of 10.0% is normally applicable to dividends from PRC sources payable to investors that are non-PRC resident enterprises, which do not have an establishment or place of business in China, or which have such establishment or place of business if the relevant income is not effectively connected with the establishment or place of business. Any gain realized on the transfer of shares by such investors is subject to 10.0% PRC income tax if such gain is regarded as income derived from sources within China unless a treaty or similar arrangement otherwise provides. Under the Individual Income Tax Law of the PRC and its implementation rules, dividends from sources within China paid to foreign individual investors who are not PRC residents are generally subject to a PRC withholding tax at a rate of 20% and gains from PRC sources realized by such investors on the transfer of shares are generally subject to 20% PRC income tax, in each case, subject to any reduction or exemption set forth in applicable tax treaties and PRC laws.

There is a risk that we will be treated by the PRC tax authorities as a PRC tax resident enterprise. In that case, any dividends we pay to our shareholders may be regarded as income derived from sources within China and we may be required to withhold a 10.0% PRC withholding tax for the dividends we pay to our investors who are non-PRC corporate shareholders, or a 20.0% withholding tax for the dividends we pay to our investors who are non-PRC individual shareholders, including the holders of our Shares. In addition, our non-PRC shareholders may be subject to PRC tax on gains realized on the sale or other disposition of our ordinary shares, if such income is treated as sourced from within China. It is unclear whether our non-PRC shareholders would be able to claim the benefits of any tax treaties between their tax residence and China in the event that we are considered as a PRC resident enterprise. If PRC income tax is imposed on gains realized through the transfer of our ordinary shares or on dividends paid to our non-resident investors, should there be a determination in the future to pay dividends, the value of your investment in our ordinary shares may be materially and adversely affected. Furthermore, our shareholders whose jurisdictions of residence have tax treaties or arrangements with China may not qualify for benefits under such tax treaties or arrangements.

***We may be unable to complete a business combination transaction efficiently or on favorable terms due to complicated merger and acquisition regulations and certain other PRC regulations.***

On August 8, 2006, six PRC regulatory authorities, including Ministry of Commerce, the State Assets Supervision and Administration Commission, the SAT, the Administration for Industry and Commerce, the CSRC and SAFE, jointly issued the M&A Rules, which became effective on September 8, 2006 and was amended in June 2009. The M&A Rules, governing the approval process by which a PRC company may participate in an acquisition of assets or equity interests by foreign investors, requires the PRC parties to make a series of applications and supplemental applications to the government agencies, depending on the structure of the transaction. In some instances, the application process may require presentation of economic data concerning a transaction, including appraisals of the target business and evaluations of the acquirer, which are designed to allow the government to assess the transaction. Accordingly, due to the M&A Rules, our ability to engage in business combination transactions has become significantly more complicated, time-consuming and expensive, and we may not be able to negotiate a transaction that is acceptable to our shareholders or sufficiently protective of their interests in a transaction.

The M&A Rules allow PRC government agencies to assess the economic terms of a business combination transaction. Parties to a business combination transaction may have to submit to Ministry of Commerce and other relevant government agencies an appraisal report, an evaluation report and the acquisition agreement, all of which form part of the application for approval, depending on the structure of the transaction. The M&A Rules also prohibit a transaction at an acquisition price obviously lower than the appraised value of the business or assets in China and in certain transaction structures, require that consideration must be paid within defined periods, generally not in excess of a year. In addition, the M&A Rules also limit our ability to negotiate various terms of the acquisition, including aspects of the initial consideration, contingent consideration, holdback provisions, indemnification provisions and provisions relating to the assumption and allocation of assets and liabilities. Transaction structures involving trusts, nominees and similar entities are prohibited. Therefore, such regulation may impede our ability to negotiate and complete a business combination transaction on legal and/or financial terms that satisfy our investors and protect our shareholders' economic interests.

***Fluctuations in exchange rates could have a material adverse impact on our results of operations and the value of your investment.***

The conversion of Renminbi into foreign currencies, including U.S. dollars, is based on rates set by the People's Bank of China. The Renminbi has fluctuated against the U.S. dollar, at times significantly and unpredictably. The value of the Renminbi against the U.S. dollar and other currencies may fluctuate and is affected by, among other things, changes in political and economic conditions in China and by China's foreign exchange policies, among other things. We cannot assure you that Renminbi will not appreciate or depreciate significantly in value against the U.S. dollar in the future. It is difficult to predict how market forces or PRC or U.S. government policy may impact the exchange rate between the Renminbi and the U.S. dollar in the future.

Significant fluctuation of the Renminbi may have a material adverse effect on your investment. For example, to the extent that we need to convert U.S. dollars into Renminbi for our operations, appreciation of the Renminbi against the U.S. dollar would have an adverse effect on the Renminbi amount we would receive from the conversion. Conversely, if we decide to convert our Renminbi into U.S. dollars for the purpose of making payments for dividends on our ordinary shares or for other business purposes, appreciation of the U.S. dollar against the Renminbi would have a negative effect on the U.S. dollar amount available to us.

Very limited hedging options are available in China to reduce our exposure to exchange rate fluctuations. To date, we have not entered into any material hedging transactions in an effort to reduce our exposure to foreign currency exchange risk. While we may decide to enter into hedging transactions in the future, the availability and effectiveness of these hedges may be limited and we may not be able to adequately hedge our exposure or at all. In addition, our currency exchange losses may be magnified by PRC exchange control regulations that restrict our ability to convert Renminbi into foreign currency.

***Governmental control of currency conversion may limit our ability to utilize our revenues effectively and affect the value of your investment.***

The PRC government imposes controls on the convertibility of the Renminbi into foreign currencies and, in certain cases, the remittance of currency out of China. We receive a significant portion of our revenues in Renminbi. Under our current corporate structure, our British Virgin Islands holding company may rely on dividend payments from our PRC subsidiaries to fund any cash and financing requirements we may have. Under existing PRC foreign exchange regulations, payments of current account items, including profit distributions, interest payments and trade and service-related foreign exchange transactions, can be made in foreign currencies without prior approval of SAFE, by complying with certain procedural requirements. Specifically, under the existing exchange restrictions, without prior approval of SAFE, cash generated from the operations of our PRC subsidiaries in China may be used to pay dividends to our Company. However, approval from or registration with appropriate government authorities is required where Renminbi is to be converted into foreign currency and remitted out of China to pay capital expenses such as the repayment of loans denominated in foreign currencies. As a result, we need to obtain SAFE approval to use cash generated from the operations of our PRC subsidiaries to pay off their respective debt in a currency other than Renminbi owed to entities outside China, or to make other capital expenditure payments outside China in a currency other than Renminbi. If such approval is withheld or the PRC government imposes other restrictions on the convertibility of Renminbi into foreign currencies, we may not be able to utilize our revenues effectively, and as a result, our business and results of operations may be materially adversely affected, and the value of our ordinary shares may decrease.

***U.S. regulatory bodies may be limited in their ability to conduct investigations or inspections of our operations in China.***

The SEC, the U.S. Department of Justice and other U.S. authorities may also have difficulties in bringing and enforcing actions against us or our directors or executive officers in the PRC. The SEC has stated that there are significant legal and other obstacles to obtaining information needed for investigations or litigation in China. China has recently adopted a revised securities law that became effective on March 1, 2020, Article 177 of which provides, among other things, that no overseas securities regulator is allowed to directly conduct an investigation or evidence collection activities within the territory of the PRC. Accordingly, without governmental approval in China, no entity or individual in China may provide documents and information relating to securities business activities to overseas regulators when it is under direct investigation or evidence discovery conducted by overseas regulators, which could present significant legal and other obstacles to obtaining information needed for investigations and litigation conducted outside of China.

***A recent joint statement by the SEC and the PCAOB, proposed rule changes submitted by Nasdaq, and the HFCA Act all call for additional and more stringent criteria to be applied to emerging market companies upon assessing the qualification of their auditors, especially the non-U.S. auditors who are not inspected by the PCAOB.***

On April 21, 2020, SEC Chairman Jay Clayton and PCAOB Chairman William D. Duhnke III, along with other senior SEC staff, released a joint statement highlighting the risks associated with investing in companies based in or having substantial operations in emerging markets including China. The joint statement emphasized the risks associated with lack of access for the PCAOB to inspect auditors and audit work papers in China and higher risks of fraud in emerging markets.

On May 18, 2020, Nasdaq filed three proposals with the SEC to (i) apply minimum offering size requirement for companies primarily operating in “Restrictive Market,” (ii) adopt a new requirement relating to the qualification of management or board of directors for Restrictive Market companies, and (iii) apply additional and more stringent criteria to an applicant or listed company based on the qualifications of the company’s auditors.

On May 20, 2020, the Senate passed the HFCA Act, requiring a foreign company to certify that it is not owned or manipulated by a foreign government if the PCAOB is unable to audit specified reports because the company uses a foreign auditor not subject to PCAOB inspection. If the PCAOB is unable to inspect the company’s auditors for three consecutive years, the company’s securities are prohibited from trading on a national exchange.

On March 24, 2021, the SEC announced that it had adopted interim final amendments to implement congressionally mandated submission and disclosure requirements of the HFCA Act . The interim final amendments will apply to registrants that the SEC identifies as having filed an annual report on Forms 10-K, 20-F, 40-F or N-CSR with an audit report issued by a registered public accounting firm that is located in a foreign jurisdiction and that the PCAOB has determined it is unable to inspect or investigate completely because of a position taken by an authority in that jurisdiction. The SEC will implement a process for identifying such a registrant and any such identified registrant will be required to submit documentation to the SEC establishing that it is not owned or controlled by a governmental entity in that foreign jurisdiction, and will also require disclosure in the registrant’s annual report regarding the audit arrangements of, and governmental influence on, such a registrant. We will be required to comply with these rules if the SEC identifies us as having a “non-inspection” year under the related process that will be implemented by the SEC.

On June 22, 2021, the U.S. Senate passed a bill that, if passed by the U.S. House of Representatives and signed into law, would reduce the number of consecutive non-inspection years required for triggering the prohibitions under the HFCA Act from three years to two.

On September 22, 2021, the PCAOB adopted rules to create a framework for the PCAOB to use when determining, as contemplated under the HFCA Act, whether it is unable to inspect or investigate completely registered public accounting firms located in a foreign jurisdiction because of a position taken by one or more authorities in that jurisdiction.

On December 2, 2021, the SEC adopted amendments to finalize rules implementing the submission and disclosure requirements in the HFCA Act. The rules apply to registrants that the SEC identifies as having filed an annual report with an audit report issued by a registered public accounting firm that is located in a foreign jurisdiction and that the PCAOB is unable to inspect or investigate completely because of a position taken by an authority in a foreign jurisdiction.

On December 16, 2021, the PCAOB issued a report on its determinations that it is unable to inspect or investigate completely PCAOB-registered public accounting firms headquartered in China and in Hong Kong because of positions taken by PRC and Hong Kong authorities in those jurisdictions. The PCAOB has made such designations as mandated under the HFCA Act. Pursuant to each annual determination by the PCAOB, the SEC will, on an annual basis, identify issuers that have used non-inspected audit firms and thus are at risk of such suspensions in the future.

The PCAOB has been able to inspect our auditor, WWC P.C., an independent registered public accounting firm with its headquarters in San Mateo, California, with its last inspection conducted in November 2021. As such, it is not subject to the designations issued by the PCAOB on December 16, 2021. However, if the PCAOB is unable to inspect our accounting firm in a foreign jurisdiction during any period of three consecutive years or we become owned or controlled by a government in that foreign jurisdiction in the future, the HFCA Act may require our ordinary shares to be delisted from the Nasdaq Stock Market or any exchange on which our securities are traded in the future.

The recent developments would add uncertainties to our offering and may result in prohibitions on the trading of our ordinary shares on the Nasdaq Stock Market, if our auditors fail to meet the PCAOB inspection requirement in time.

We plan to empower our audit committee to take the PCAOB's lack of inspection, as applicable, into account in connection with the oversight of our independent registered public accounting firm's audit procedures and establish relevant internal quality control procedures. However, we cannot assure you that our audit committee's oversight would be effective. In addition, the SEC may initiate proceedings against our independent registered public accounting firm, whether in connection with an audit of our Company or other China-based companies, which could result in the imposition of penalties against our independent registered public accounting firm, such as suspension of its ability to practice before the SEC. All of these could cause our shareholders and investors to lose confidence in our reported financial information and procedures and the quality of our financial statements, which may have a material effect on our business.

#### **Risks Related to Our Ordinary Shares**

##### ***Future sales of our ordinary shares, whether by us or our shareholders, could cause the price of our ordinary shares to decline.***

If our existing shareholders sell, or indicate an intent to sell, substantial amounts of our ordinary shares in the public market, the trading price of our ordinary shares could decline significantly. Similarly, the perception in the public market that our shareholders might sell our ordinary shares could also depress the market price of our shares. A decline in the price of our ordinary shares might impede our ability to raise capital through the issuance of additional ordinary shares or other equity securities. In addition, the issuance and sale by us of additional ordinary shares, or securities convertible into or exercisable for our ordinary shares, or the perception that we will issue such securities, could reduce the trading price for our ordinary shares as well as make future sales of equity securities by us less attractive or not feasible. The sale of ordinary shares issued upon the exercise of our outstanding warrants could further dilute the holdings of our then existing shareholders.

***We do not know whether a market for the ordinary shares will be sustained or what the trading price of the ordinary shares will be and as a result it may be difficult for you to sell your ordinary shares.***

Although our ordinary shares trade on Nasdaq, an active trading market for the ordinary shares may not be sustained. It may be difficult for you to sell your ordinary shares without depressing the market price for the ordinary shares. As a result of these and other factors, you may not be able to sell your ordinary shares. Further, an inactive market may also impair our ability to raise capital by selling ordinary shares, or may impair our ability to enter into strategic partnerships or acquire companies or products by using our ordinary shares as consideration.

***Securities analysts may not cover our ordinary shares and this may have a negative impact on the market price of our ordinary shares.***

The trading market for our ordinary shares will depend, in part, on the research and reports that securities or industry analysts publish about us or our business. We do not have any control over independent analysts (provided that we have engaged various non-independent analysts). We do not currently have and may never obtain research coverage by independent securities and industry analysts. If no independent securities or industry analysts commence coverage of us, the trading price for our ordinary shares would be negatively impacted. If we obtain independent securities or industry analyst coverage and if one or more of the analysts who covers us downgrades our ordinary shares, changes their opinion of our shares or publishes inaccurate or unfavorable research about our business, the price of our ordinary shares would likely decline. If one or more of these analysts ceases coverage of us or fails to publish reports on us regularly, demand for our ordinary shares could decrease and we could lose visibility in the financial markets, which could cause the price and trading volume of our ordinary shares to decline.

***Because we do not expect to pay dividends in the foreseeable future, you must rely on the price appreciation of our ordinary shares for a return on your investment.***

We currently intend to retain most, if not all, of our available funds and any future earnings to fund the development and growth of our business. As a result, we do not expect to pay any cash dividends in the foreseeable future. Therefore, you should not rely on an investment in our ordinary shares as a source for any future dividend income.

Our board of directors has complete discretion as to whether to distribute dividends, subject to certain requirements of British Virgin Islands law. In addition, our shareholders may by ordinary resolution declare a dividend, but no dividend may exceed the amount recommended by our board of directors. Under British Virgin Islands law, a British Virgin Islands company may pay a dividend out of either profit or share premium account, provided that in no circumstances may a dividend be paid if this would result in the company being unable to pay its debts as they fall due in the ordinary course of business. Even if our board of directors decides to declare and pay dividends, the timing, amount and form of future dividends, if any, will depend on, among other things, our future results of operations and cash flow, our capital requirements and surplus, the amount of distributions, if any, received by us from our subsidiaries, our financial condition, contractual restrictions, and other factors deemed relevant by our board of directors. Accordingly, the return on your investment in our ordinary shares will likely depend entirely upon any future price appreciation of our ordinary shares. There is no guarantee that our ordinary shares will appreciate in value or even maintain the price at which you purchased the ordinary shares. You may not realize a return on your investment in our ordinary shares and you may even lose your entire investment in our ordinary shares.

***Techniques employed by short sellers may drive down the market price of our ordinary shares.***

Short selling is the practice of selling securities that the seller does not own but rather has borrowed from a third party with the intention of buying identical securities back at a later date to return to the lender. The short seller hopes to profit from a decline in the value of the securities between the sale of the borrowed securities and the purchase of the replacement shares, as the short seller expects to pay less in that purchase than it received in the sale. As it is in the short seller's interest for the price of the security to decline, many short sellers publish, or arrange for the publication of, negative opinions regarding the relevant issuer and its business prospects in order to create negative market momentum and generate profits for themselves after selling a security short. These short attacks have, in the past, led to selling of shares in the market.

Other public companies listed in the United States that have substantial operations in China have been the subject of short selling. Much of the scrutiny and negative publicity has centered on allegations of a lack of effective internal control over financial reporting resulting in financial and accounting irregularities and mistakes, inadequate corporate governance policies or a lack of adherence thereto and, in many cases, allegations of fraud. As a result, many of these companies are now conducting internal and external investigations into the allegations and, in the interim, are subject to shareholder lawsuits and/or SEC enforcement actions.

We may in the future be the subject of unfavorable allegations made by short sellers. Any such allegations may be followed by periods of instability in the market price of our ordinary shares and negative publicity. If and when we become the subject of any unfavorable allegations, whether such allegations are proven to be true or untrue, we could have to expend a significant amount of resources to investigate such allegations and/or defend ourselves. While we would strongly defend against any such short seller attacks, we may be constrained in the manner in which we can proceed against the relevant short seller by principles of freedom of speech, applicable federal or state law or issues of commercial confidentiality. Such a situation could be costly and time-consuming and could distract our management from growing our business. Even if such allegations are ultimately proven to be groundless, allegations against us could severely impact our business operations and shareholder's equity, and the value of any investment in our ordinary shares could be greatly reduced or rendered worthless.

***As a company incorporated in the British Virgin Islands with limited liability, we are permitted to adopt certain home country practices in relation to corporate governance matters that differ significantly from the Nasdaq corporate governance listing standards; these practices may afford less protection to shareholders than they would enjoy if we complied fully with the Nasdaq corporate governance listing standards.***

As a company incorporated in the British Virgin Islands with limited liability that is listed on the Nasdaq, we are subject to the Nasdaq corporate governance listing standards. However, Nasdaq rules permit a foreign private issuer like us to follow the corporate governance practices of its home country. Certain corporate governance practices in the British Virgin Islands, which is our home country, may differ significantly from the Nasdaq corporate governance listing standards. For instance, we are not required to:

- have a majority of the board to be independent (a although all of the members of the audit committee must be independent under the Exchange Act);
- have a compensation committee or nominating or corporate governance committee consisting entirely of independent directors);
- have regularly scheduled executive sessions for non-management directors; and
- have annual meetings and director elections.

Currently, we do not intend to rely on home country practice with respect to our corporate governance. However, if we choose to follow home country practice in the future, our shareholders may be afforded less protection than they otherwise would enjoy under the Nasdaq corporate governance listing standards applicable to U.S. domestic issuers.

#### **ITEM 1B. UNRESOLVED STAFF COMMENTS**

None.

#### **ITEM 2. PROPERTIES**

The address of our principal executive offices and corporate offices is 50 Millstone Road, Building 400, Suite 130, East Windsor, NJ 08512.

Our office in China is locate at 11-F, Building #12, Sunking Plaza, Gaojiao Road, Hangzhou, Zhejiang Province, China, 311122. Our manufacturing and R&D facilities are all located in Xinchang County, Zhejiang Province, China.

*Properties Owned by us*

As of December 31, 2021, Greenland held land use rights of four parcels of land with an aggregate site area of approximately 81,171 square meters, located in Xinchang County, Zhejiang Province, PRC. The terms of these land use rights are due to expire on November 14, 2062.

As of December 31, 2021, Greenland held three building ownership certificates for three buildings with an aggregate gross floor area of approximately 44,751 square meters. These properties are primarily used for production and office purposes.

*Properties Leased by us*

As of December 31, 2021, Greenland leased an office space with an aggregate floor area of approximately 1,440 square feet in New Jersey and a monthly rent of \$2,820.

We consider our current office space adequate for our current operations.

**ITEM 3. LEGAL PROCEEDINGS**

From time to time, we may become involved in various lawsuits and legal proceedings which arise in the ordinary course of business. Litigation is subject to inherent uncertainties, and an adverse result in these or other matters may arise from time to time that may harm our business. There are currently no legal proceedings or claims that we believe will have a material adverse effect on our business, financial condition or operating results, except the following matter.

**ITEM 4. MINE SAFETY DISCLOSURES**

Not applicable.

## PART II

### **ITEM 5. MARKET FOR REGISTRANT'S COMMON EQUITY, RELATED SHAREHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES**

#### **Market Information for Ordinary Shares**

Our ordinary shares are traded on the Nasdaq Capital Market under the symbol "GTEC." Our ordinary shares commenced public trading on August 8, 2018.

The market price of our ordinary shares is subject to significant fluctuations in response to variations in our quarterly operating results, general trends in the market, and other factors, over many of which we have little or no control. In addition, broad market fluctuations, as well as general economic, business, and political conditions, may adversely affect the market for our ordinary shares, regardless of our actual or projected performance. We cannot assure you that there will be a market for our ordinary shares in the future.

As of March 30, 2022, the last sale price reported on the Nasdaq Capital Market for our ordinary shares was approximately \$4.86 per share.

#### **Dividend Policy**

Prior to the consummation of our Business Combination on October 24, 2019, Zhejiang Zhongchai had paid approximately \$0.16 million in dividends to its shareholders.

#### **Shareholders of Record**

As of March 31, 2022, we had 10 recorded holders of our ordinary shares. This number excludes any estimate by us of the number of beneficial owners of shares held in street name, the accuracy of which cannot be guaranteed.

Effective August 11, 1993, the SEC adopted Rule 15c-9, which established the definition of a "penny stock," for purposes relevant to the Company, as any equity security that has a market price of less than \$5.00 per share or with an exercise price of less than \$5.00 per share, subject to certain exceptions. For any transaction involving a penny stock, unless exempt, the rules require: (i) that a broker or dealer approve a person's account for transactions in penny stocks; and (ii) that the broker or dealer receive from the investor a written agreement to the transaction, setting forth the identity and quantity of the penny stock to be purchased. In order to approve a person's account for transactions in penny stocks, the broker or dealer must (i) obtain financial information and investment experience and objectives of the person; and (ii) make a reasonable determination that the transactions in penny stocks are suitable for that person and that person has sufficient knowledge and experience in financial matters to be capable of evaluating the risks of transactions in penny stocks. The broker or dealer must also deliver, prior to any transaction in a penny stock, a disclosure schedule prepared by the Commission relating to the penny stock market, which, in highlight form, (i) sets forth the basis on which the broker or dealer made the suitability determination; and (ii) states that the broker or dealer received a signed, written agreement from the investor prior to the transaction. Disclosure also has to be made about the risks of investing in penny stock in both public offerings and in secondary trading, and about commissions payable to both the broker-dealer and the registered representative, current quotations for the securities and the rights and remedies available to an investor in cases of fraud in penny stock transactions. Finally, monthly statements have to be sent disclosing recent price information for the penny stock held in the account and information on the limited market in penny stocks.

## **Transfer Agent**

The transfer agent for our ordinary shares is Continental Stock Transfer & Trust Company, located at 1 State Street 30th Floor, New York, NY 10004-1561. Their telephone number is (212) 509-4000.

## **Equity Compensation Plan Information**

For information on the securities authorized for issuance under our equity compensation plan, please see “Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Shareholder Matters.”

## **Recent Sales of Unregistered Securities**

During the fiscal years ended December 31, 2021 and 2020, we did not have sales of unregistered securities other than those already disclosed in the quarterly reports on Form 10-Q and the current affair reports on Form 8-K, and the following transactions.

Pursuant to the Service Agreement entered into and by The Company and Chineseinvestors.com, Inc., an Indiana corporation (“CIIX”) on August 21, 2019 (the “Service Agreement”), CIIX were to provide certain investor relations services to the Company for a period of three months beginning on August 21, 2019. Pursuant to the Service Agreement, the Company were to pay CIIX fees consisting of three equal monthly instalments of \$12,000 and 5,000 restricted ordinary shares, no par value, of the Company on a quarterly basis during the term of the Consulting Agreement. On February 24, 2020, Greenland and CIIX entered into a termination agreement (the “CIIX Termination Agreement”) to terminate their respective obligations under the Service Agreement. Pursuant to the CIIX Termination Agreement, the Company issued 5,000 ordinary shares, no par value (the “CIIX Termination Shares”) to CIIX on March 12, 2020. Upon CIIX’s receipt of the CIIX Termination Shares, the Company fully satisfied its payment obligations under the Service Agreement.

Pursuant to the Investor Relations Consulting Agreement entered into and by The Company and Skyline Corporate Communication Group, LLC, a Massachusetts limited liability Company (“SCCG”) on August 15, 2019 (the “Consulting Agreement”), SCCG were to provide certain investor relations services to the Company for a period of twelve months beginning on August 15, 2019. Pursuant to the Consulting Agreement, the Company were to pay SCCG fees consisting of \$5,000 per month and 1,250 restricted ordinary shares, no par value, of the Company on a quarterly basis during the term of the Consulting Agreement. On February 25, 2020, Greenland and SCCG entered into a termination agreement (the “SCCG Termination Agreement”) to terminate their respective obligations under the Consulting Agreement. Pursuant to the SCCG Termination Agreement, the Company agreed to issue 10,000 ordinary shares, no par value (the “SCCG Termination Shares”) to SCCG. Upon SCCG’s receipt of the SCCG Termination Shares, the Company fully satisfied its payment obligations under the Consulting Agreement.

On October 24, 2020, our board of directors held a meeting and executed resolutions to approve the issuance of 120,000 ordinary shares to Raymond Wang, our chief executive officer, to offset unpaid salary to him in the amount of \$120,833.33 and the issuance of 135,000 ordinary shares to Jing Jin, our chief financial officer, to offset unpaid salary to him in the amount of \$60,000 and his personal loan to us in the amount of \$75,000. On November 10, 2020, we issued 135,000 ordinary shares to Jing Jin. On December 30, 2020 and February 8, 2021, we issued 69,000 and 51,000 ordinary shares to Raymond Wang, respectively.

On March 29, 2021, our board of directors held a meeting and approved the issuance to 2,500 ordinary shares of the Company to each of the Company's directors, namely Peter Zuguang Wang, Ming Zhao, Everett Xiaolin Wang, Frank Shen and Charles Athle Nelson, as compensation for their services to the Company. On April 19, 2021, these shares were issued to the directors.

On April 16, 2021, our board of directors approved the issuance of 2,700 ordinary shares of the Company to Xiaqing Yang, an employee of the Company, under the Company's 2020 Equity Incentive Plan. On the same date, the shares were issued to Xiaqing Yang.

#### **Purchases of Equity Securities by the Issuer and Affiliated Purchasers**

None.

#### **ITEM 6. [RESERVED]**

#### **ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS OF GREENLAND TECHNOLOGIES HOLDING CORPORATION**

*The following discussion and analysis of financial condition and results of operations relates to the operations and financial condition reported in the consolidated financial statements of the Company thereto, which appear elsewhere in this Report, and should be read in conjunction with such financial statements and related notes included in this Report. Except for the historical information contained herein, the following discussion, as well as other information in this Report, contain "forward-looking statements," within the meaning of Section 27A of the Securities Act, and Section 21E of the Exchange Act, and are subject to the "safe harbor" created by those sections. Actual results and the timing of the events may differ materially from those contained in these forward-looking statements due to many factors, including those discussed in the "Cautionary Note Regarding Forward-Looking Statements" set forth elsewhere in this Report.*

#### **Overview**

The Company was incorporated on December 28, 2017 as a British Virgin Islands Company with limited liability. The Company was incorporated as a blank check company for the purpose of effecting a merger, capital stock exchange, asset acquisition, stock purchase, recapitalization, reorganization or similar business combination with one or more target businesses. Following the Business Combination (as described below) in October 2019, the Company changed its name from Greenland Acquisition Corporation to Greenland Technologies Holding Corporation.

On July 27, 2018, we consummated our initial public offering of 4,400,000 units, including a partial exercise by the underwriters of their over-allotment option in the amount of 400,000 units. Each unit consists of one ordinary share, no par value, one warrant to purchase one-half of one ordinary share, and one right to receive one-tenth of one ordinary share upon the consummation of our initial business combination, pursuant to a registration statement on Form S-1. Warrants must be exercised in multiples of two warrants, and each two warrants are exercisable for one ordinary share at an exercise price of \$11.50 per share. The units were sold in our initial public offering at an offering price of \$10.00 per unit, generated \$44,000,000 (before underwriting discounts and offering expenses) in gross proceeds.

Simultaneously with the consummation of our initial public offering, we completed a private placement of 282,000 units, issued to the Sponsor and Chardan, which generated \$2,820,000 in gross proceeds. We also sold to Chardan (and its designees), for \$100, an option to purchase up to 240,000 units exercisable at \$11.50 per unit (or an aggregate exercise price of \$2,760,000) commencing on consummation of the Business Combination. The unit purchase option may be exercised for cash or on a cashless basis, at the holder's option, and expires on July 24, 2023. On February 18, 2021, Chardan exercised its option to purchase 120,000 units. As of the date of this Report, an option exercisable by Chardan for 120,000 units is outstanding.

On October 24, 2019, we consummated our Business Combination with Zhongchai Holding following a special meeting, where the shareholders of Greenland considered and approved, among other matters, a proposal to adopt and entered into the Share Exchange Agreement that allowed Greenland to acquire from the Seller all of the issued and outstanding equity interests of Zhongchai Holding in exchange for 7,500,000 newly issued ordinary shares, no par value of Greenland, issued to the Seller. As a result, the Seller became the controlling shareholder of Greenland, and Zhongchai Holding became a directly and wholly owned subsidiary of Greenland. The Business Combination was accounted for as a reverse merger effected by a share exchange, wherein Zhongchai Holding is considered the acquirer for accounting and financial reporting purposes.

In connection with the Business Combination, all the outstanding rights of the Company were converted into 468,200 ordinary shares on a one-tenth (1/10) ordinary share per right basis if holders of the rights elected to convert their rights into the underlying ordinary shares.

On December 17, 2019, the Company's warrants, which were trading under the ticker symbol "GTECW," were delisted from the Nasdaq Capital Market by the Nasdaq Listing Qualifications Staff.

On January 14, 2020, Greenland Tech was incorporated under the laws of the State of Delaware. Greenland Tech is the 100% owned subsidiary of Greenland. Greenland Tech focuses on the production and sale of electric industrial vehicles for the North American market.

Greenland serves as the parent company to Zhongchai Holding. Through Zhongchai Holding and its subsidiaries, Greenland develops and manufactures traditional transmission products for material handling machineries and electric industrial vehicles.

Through its PRC subsidiaries, Greenland offers transmission products, which are key components for forklift trucks used in manufacturing and logistic applications, such as factories, workshops, warehouses, fulfilment centers, shipyards, and seaports. Forklifts play an important role in the logistic systems of many companies across different industries in China and globally. Generally, industries with the largest demand for forklifts include the transportation, warehousing logistics, electrical machinery, and automobile industries. Through Zhongchai Holding and other subsidiaries, Greenland has experienced an increase in demand for forklifts in the manufacturing and logistics industries in China, as its revenue increased from approximately \$66.86 million in the fiscal year 2020 to \$98.84 million in the fiscal year 2021. The increase in revenue was due primarily to a significant increase in our sales volume, driven by steady growth of domestic sales in China. Based on our revenues in the fiscal years ended December 31, 2021 and 2020, we believe that Greenland is one of the major developers and manufacturers of transmission products for small and medium-sized forklift trucks in China.

Greenland's transmission products are used in 1-ton to 15-tons forklift trucks, some with mechanical shift and some with automatic shift. Greenland sells these transmission products directly to forklift-truck manufacturers. In the fiscal years ended December 31, 2021 and 2020, Greenland sold an aggregate of 141,431 and 108,913 sets of transmission products, respectively, to more than 100 forklift manufacturers in the PRC.

There is increasing demand for electric industrial vehicles powered by sustainable energy in order to reduce air pollution and lower carbon emissions. In December 2020, Greenland launched a new division to focus on the production and sale of electric industrial vehicles—a division that Greenland intends to develop to diversify its product offerings. Greenland's electric industrial vehicle products currently include GEF-series electric forklifts, a series of lithium powered forklifts with three models ranging in size from 1.8 tons to 3.5 tons, and GEL-1800, a 1.8 ton rated load lithium powered electric wheeled front loader. In February 2022, Greenland launched its GEX-8000 all-electric 8.0 ton rated load lithium powered wheeled excavator. These products have become available for purchase in the U.S. market. Greenland plans to establish an assembly site and an experience center in the United States in 2022 to support local sales, assembly and distribution.

## Impact of COVID-19 Pandemic on Our Operations and Financial Performance

The COVID-19 pandemic has severely affected China and the rest of the world. In an effort to contain the spread of the COVID-19 pandemic, China and many other countries have taken precautionary measures, such as imposing travel restrictions, quarantining individuals infected with or suspected of being infected with COVID-19, encouraging or requiring people to work remotely, and canceling public activities, among others. These ongoing measures adversely affected our operations and financial performance in 2020.

Specifically, the COVID-19 pandemic adversely affected our revenue in the first half of 2020. For example, from February 3, 2020 to the end of February 2020, the Company closed all of its operating offices in Zhejiang Province, including manufactory, in response to the emergency measures imposed by local government. The pandemic also significantly limited suppliers' ability to provide low-cost, high-quality merchandise to the Company on a timely basis.

Since late March 2020, the Company's business operations have gradually recovered from the negative impacts due to lockdown, and the Company's backlogged orders were mostly processed during the rest of fiscal year 2020, which contributed to an increase in its revenues for the year ended December 31, 2020.

In 2021, a few waves of COVID-19 infections emerged in various regions of China, and in response, the Chinese government implemented certain anti-COVID measures and protocols. However, these scattered outbreaks were brought under control in a relatively short period of time, and the COVID-19 had limited impact on our financial condition and results of operations in the fiscal year ended December 31, 2021. In the fiscal year ended December 31, 2021, we experienced rising raw material costs, and we expect raw material costs to continue increasing in the foreseeable future due to the COVID-19 pandemic.

The extent to which the COVID-19 pandemic may continue to affect our operations and financial performance in the future will depend on future developments, which are highly uncertain and cannot be predicted at this time.

## Results of Operations

*For the fiscal years ended December 31, 2021 and 2020*

### Overview

	For the fiscal year ended			
	December 31,			
	2021	2020	\$ Change	% Variance
<b>Revenues</b>	98,839,900	66,864,375	31,975,525	47.82
<b>Cost of Goods Sold</b>	79,246,280	54,051,367	25,194,913	46.61
<b>Gross Profit</b>	<b>19,593,620</b>	<b>12,813,008</b>	<b>6,780,612</b>	<b>52.92</b>
Selling expenses	1,868,156	1,588,302	279,854	17.62
General and administrative expenses	3,948,850	2,131,405	1,817,445	85.27
Research and development expenses	5,526,546	2,384,951	3,141,595	131.73
<b>Total Operating Expenses</b>	<b>11,343,552</b>	<b>6,104,658</b>	<b>5,238,894</b>	<b>85.82</b>
<b>Income from operations</b>	<b>8,250,068</b>	<b>6,708,350</b>	<b>1,541,718</b>	<b>22.98</b>
Interest income	68,295	2,645	65,650	2,482.04
Interest expenses, net	(587,264)	(930,634)	343,370	(36.90)
Loss on disposal of property and equipment	1,785	(79,216)	81,001	(102.25)
Other income	1,378,597	1,002,642	375,955	37.50
Remeasurement gain from change in functional currency	-	1,940,773	(1,940,773)	(100.00)
<b>Income before income tax</b>	<b>9,111,481</b>	<b>8,644,560</b>	<b>466,921</b>	<b>5.40</b>
<b>Income tax</b>	<b>1,843,260</b>	<b>2,272,997</b>	<b>(429,737)</b>	<b>(18.91)</b>
<b>Net income</b>	<b>7,268,221</b>	<b>6,371,563</b>	<b>896,658</b>	<b>14.07</b>

## Components of Results of Operations

Component of Results of Operations	For the Fiscal Year ended December 31,	
	2021	2020
Revenues	\$ 98,839,900	\$ 66,864,375
Cost of Goods Sold	79,246,280	54,051,367
Gross Profit	<b>19,593,620</b>	<b>12,813,008</b>
Operating Expenses	11,343,552	6,104,658
Net Income	<b>7,268,221</b>	<b>6,371,563</b>

### Revenue

Greenland's revenue increased by approximately \$31.98 million, or approximately 47.82%, to approximately \$98.84 million for the fiscal year ended December 31, 2021, from approximately \$66.86 million for the fiscal year ended December 31, 2020. The increase was primarily due to a significant increase in our sales volume resulting from the continuously growing market demand and our ability to boost supplies while some competitors faced challenges in handling material shortage and were unable to deliver. On a RMB basis, our revenue for the fiscal year ended December 31, 2021 increased by approximately 38.61% compared to the fiscal year ended December 31, 2020.

### Cost of Goods Sold

Greenland's cost of goods sold consists primarily of material costs, freight charges, purchasing and receiving costs, inspection costs, warehousing costs, internal transfer costs, wages, employee compensation, amortization, depreciation and related costs, which are directly attributable to Greenland's production activities. The write down of inventory using net realizable value impairment test is also recorded in cost of goods sold. The total cost of goods sold increased by approximately \$25.20 million, or approximately 46.61%, to approximately \$79.25 million for the fiscal year ended December 31, 2021, from approximately \$54.05 million for the fiscal year ended December 31, 2020. Cost of goods sold increased in fiscal year 2021 compared to fiscal year 2020 due to an increase in our sales volume.

### Gross Profit

Greenland's gross profit increased by approximately \$6.78 million, or 52.92%, to approximately \$19.59 million for the fiscal year ended December 31, 2021, from approximately \$12.81 million for the fiscal year ended December 31, 2020. For the fiscal years ended December 31, 2021 and 2020, Greenland's gross margin was approximately 19.82% and 19.16%, respectively. The increase in gross margin in fiscal year 2021 compared to fiscal year 2020 was primarily due to a shift in Greenland's product mix towards higher value and more sophisticated products, such as hydraulic transmission products.

### Operating Expense

Greenland's operating expenses consist of selling expenses, general and administrative expenses and research and development expenses. Greenland's operating expenses were \$11.3 million for the fiscal year ended December 31, 2021, representing an increase of 85.82% from \$6.1 million for the fiscal year ended December 31, 2020. The increase in operating expenses was primarily due to the increase in transportation expenses, consultancy fees, and research and development expenses in fiscal year 2021.

### Selling Expense

Greenland's selling expenses mainly include operating expenses such as sales staff payroll, traveling expenses and transportation expenses. Selling expenses increased by \$0.28 million, or 17.62%, to approximately \$1.87 million for the fiscal year ended December 31, 2021, from approximately \$1.59 million for the fiscal year ended December 31, 2020. The increase was mainly due to an increase in the unit price of transportation expenses.

### General and Administrative Expenses

Greenland's general and administrative expenses include management and office staff salaries and employee benefits, depreciation for office facility and office furniture and equipment, travel and entertainment, legal and accounting, consulting fees and other office expenses. General and administrative expenses increased by approximately \$1.82 million, or approximately 85.27%, to approximately \$3.95 million for the fiscal year ended December 31, 2021, from approximately \$2.13 million for the fiscal year ended December 31, 2020. The fundamental reasons for the rise in the general and administrative expenses were the following: (i) increased legal fees and consultancy fees on the Company's business planning and projects for the fiscal year ended December 31, 2021 as the Company expanded its operations, compared to the fiscal year ended December 31, 2020; and (ii) an increase in after-sales service fees resulted from the substantial increase in revenue.

### *Research and Development Expenses*

R&D expenses consist of R&D personnel compensation, costs of materials used in R&D projects, and depreciation costs for research-related equipment. R&D expenses increased by approximately \$3.15 million, or 131.73%, to approximately \$5.53 million for the fiscal year ended December 31, 2021, from approximately \$2.38 million for the fiscal year ended December 31, 2020. Such increase was primarily attributable to an increase in the Company's R&D investment in higher value and more sophisticated products and electrification products.

### *Income from Operations*

As a result of the foregoing, income from operations for the fiscal year ended December 31, 2021 was approximately \$8.25 million, representing an increase of approximately \$1.54 million, from approximately \$6.71 million for the fiscal year ended December 31, 2020.

### *Interest Income and Interest Expenses*

Greenland's interest income was approximately \$0.07 million for the fiscal year ended December 31, 2021, representing an increase of approximately \$0.07 million, or 2,482.04%, from approximately \$0 million for the fiscal year ended December 31, 2020. The increase in interest income was because more cash was deposited in banks during the year ended December 31, 2021 as compared to the fiscal year ended December 31, 2020.

Greenland's interest expenses were approximately \$0.59 million for the fiscal year ended December 31, 2021, a decrease of approximately \$0.34 million, or 36.90%, as compared to approximately \$0.93 million for the fiscal year ended December 31, 2020. The decrease was primarily due to a reduction of our short-term loans for the year ended December 31, 2021, as compared to the year ended December 31, 2020.

### *Other Income*

Greenland's other income was approximately \$1.38 million for the fiscal year ended December 31, 2021, an increase of approximately \$0.38 million, or 37.50%, as compared to approximately \$1.00 million of other income for the fiscal year ended December 31, 2020. The increase was primarily due to an increase in ancillary products and services offered by Zhejiang Zhongchai for the year ended December 31, 2021 as compared to the fiscal year ended December 31, 2020.

### *Remeasurement Gain from Change in Functional Currency*

The Company incurred a one-time gain on remeasurement of foreign currency as the result of the Company changing the functional currency of its subsidiary Zhongchai Holding (Hong Kong) Limited from RMB to USD. The one-time gain, which amounted to approximately \$1.94 million, significantly impacted the net result of operations for the Company during the year ended December 31, 2020.

### *Income Taxes*

Greenland's income tax was approximately \$1.84 million for the fiscal year ended December 31, 2021, compared to approximately \$2.27 million for the fiscal year ended December 31, 2020.

Zhejiang Zhongchai obtained a "high-tech enterprise" status near the end of the fiscal year of 2019. Such status allows Zhejiang Zhongchai to enjoy a reduced statutory income tax rate of 15%, rather than the standard PRC corporate income tax rate of 25%. The "high-tech enterprise" status is reevaluated by relevant Chinese government agencies every three years. Zhejiang Zhongchai's current "high-tech enterprise" will be reevaluated near the end of 2022.

Greenland's other PRC subsidiaries are subject to different income tax rates. Hengyu, the 62.5% owned subsidiary of Zhongchai Holding, is subject to the 25% standard income tax rate. Hangzhou Greenland, the wholly owned subsidiary of Zhongchai Holding, is subject to the 25% standard income tax rate.

Greenland is a holding company registered in the British Virgin Islands and is not subject to tax on income or capital gains under the current British Virgin Islands law. In addition, upon payment of dividends to its shareholders, the Company will not be subject to any British Virgin Islands withholding tax.

On January 14, 2020, Greenland established Greenland Tech, its wholly owned subsidiary in the state of Delaware. Greenland Tech promotes sales of sustainable alternative products for the heavy industrial equipment industry, including electric industrial vehicles, in the North American market. On December 22, 2017, the U.S. federal government enacted the 2017 Tax Act. The 2017 Tax Act includes a number of changes in existing tax law impacting businesses, including the transition tax, a one-time deemed repatriation of cumulative undistributed foreign earnings and a permanent reduction in the U.S. federal statutory rate from 35% to 21%, effective on January 1, 2018. ASC 740 requires companies to recognize the effect of tax law changes in the period of enactment, and accordingly, the effects must be recognized on companies' calendar year-end financial statements, even though the effective date for most provisions is January 1, 2018. Since Greenland Tech was established in 2020, the one-time transition tax did not have any impact on the Company's tax provision and there was no undistributed accumulated earnings and profits as of December 31, 2021.

#### *Net Income*

As a result of the foregoing, Greenland's net income was approximately \$7.27 million for the fiscal year ended December 31, 2021, representing an increase of approximately \$0.90 million, from the net income of approximately \$6.37 million for the fiscal year ended December 31, 2020.

#### **Liquidity and Capital Resources**

Greenland is a holding company incorporated in the British Virgin Islands. Current PRC regulations permit our PRC subsidiaries to pay dividends to us only out of their accumulated profits, if any, determined in accordance with PRC accounting standards and regulations. In addition, our PRC subsidiaries are required to set aside at least 10% of their respective accumulated profits each year, if any, to fund certain reserve funds until the total amount set aside reaches 50% of their respective registered capital. Our PRC subsidiaries may also allocate a portion of their after-tax profits based on PRC accounting standards to employee welfare and bonus funds at their discretion. These reserves are not distributable as cash dividends.

We have funded working capital and other capital requirements primarily by equity contributions, cash flow from operations, short-term bank loans and bank acceptance notes, and long-term bank loans. Cash is required primarily to purchase raw materials, repay debts and pay salaries, office expenses, income taxes and other operating expenses.

For the fiscal year ended December 31, 2021, our PRC subsidiary, Zhejiang Zhongchai, has paid off approximately \$18.72 million in bank loan, approximately \$4.05 million in related parties loan, approximately \$0.31 million in third parties loan, and maintained \$17.80 million cash on hand. We plan to maintain the current debt structure and rely on governmentally supported loans with lower cost, if necessary.

The government subsidy mainly consists of an incentive granted by the Chinese government to encourage transformation of fixed assets in China and other miscellaneous subsidy from the Chinese government. Government subsidies are recognized when there is reasonable assurance that the subsidy will be received and all conditions be completed. Total government subsidies recorded under long-term liabilities were \$2.21 million and \$2.34 million as of December 31, 2021 and 2020, respectively.

The Company currently plans to fund its operations mainly through cash flow from its operations, renewal of bank borrowings, additional equity financing, and continuation of financial support from its shareholders and affiliates controlled by its principal shareholders, if necessary. The Company might implement a stricter policy on sales to less creditworthy customers and plans to continue to improve its collection efforts on accounts with outstanding balances. The Company is actively working with customers and suppliers and expects to fully collect the remaining balance.

We believe that the Company has sufficient cash, even with uncertainty in the Company's manufacturing and sale of electric industrial vehicles in the future and decline on sale of transmission products. However, our capital contribution from existing funding sources, to operate for the next 12 months will be sufficient. We remain confident and are expected to generate positive cash flow from our operations.

We may need additional cash resources in the future, if the Company experiences failure in collecting account receivables, changes in business condition, changes in financial condition, or other developments. We may also need additional cash resources, if the Company wishes to pursue opportunities for investment, acquisition, strategic cooperation, or other similar actions. If the Company's management and its board of directors determine that the cash required for specific corporate activities exceed Greenland's cash and cash equivalents on hand, the Company may issue debt or equity securities to raise cash.

Historically, we have expended considerable resources on building a new factory and paid off a considerable amount of debt, resulting in less available cash. However, we anticipate that our cash flow will continue to improve for the fiscal year 2022. In specific, Zhejiang Zhongchai has completed the construction of a new factory, and our PRC subsidiaries have received COVID-19 related government subsidies. Furthermore, Zhejiang Zhongchai pledged the deed of its new factory as a collateral to banks in order to obtain additional loans, refinance expiring loans, restructure short-term loans, and fund other working capital needs upon acceptable terms to Greenland.

#### ***Cash and Cash Equivalents***

Cash equivalents refers to all highly liquid investments purchased with original maturity of three months or less. As of December 31, 2021, Greenland had approximately \$11.06 million of cash and cash equivalents, an increase of approximately \$3.90 million, or 54.53%, as compared to approximately \$7.16 million as of December 31, 2020. The increase of cash was mainly due to an increase in accounts payable and notes payable, as compared to that as of December 31, 2020.

#### ***Restricted Cash***

Restricted cash represents the amount held by a bank as security for bank acceptance notes and therefore is not available for use until the bank acceptance notes are fulfilled or expired, which typically takes less than twelve months. As of December 31, 2021, Greenland had approximately \$6.74 million of restricted cash, an increase of approximately \$4.50 million, or 200.28%, as compared to approximately \$2.24 million as of December 31, 2020. The increase of restricted cash was due to an increase in mortgaged assets.

#### ***Accounts Receivable***

As of December 31, 2021, Greenland had approximately \$15.92 million of accounts receivables, an increase of approximately \$3.51 million, or 28.26%, as compared to approximately \$12.41 million as of December 31, 2020. The increase in accounts receivable was due to our slowed-down efforts in receivables collections due to the COVID-19 pandemic and our increase in sales volume.

Greenland recorded approximately \$0.86 million of provision for doubtful accounts as of December 31, 2021. Greenland conducted an aging analysis of each customer's delinquent payments to determine whether allowance for doubtful accounts is adequate. In establishing the allowance for doubtful accounts, Greenland considers historical experience, economic environment, and expected collectability of past due receivables. An estimate of doubtful accounts is recorded when collection of the full amount is no longer probable. When bad debts are identified, such debts are written off against the allowance for doubtful accounts. Greenland will continuously assess its potential losses based on the credit history of and relationships with its customers on a regular basis to determine whether its bad debt allowance on its accounts receivables is adequate. Greenland believes that its collection policies are generally in line with the transmissions industry's standard in the PRC.

### ***Due from Related Party***

Due from related party was \$39.68 million and \$38.54 million as of December 31, 2021 and December 31, 2020, respectively. The current portion of due from related party was \$39.68 million as of December 31, 2021, the non-current portion of due from related party was \$0 million as of December 31, 2021. We expect the amount due from our controlling shareholder, Cenntro Holding Limited, to be paid back based on certain payment schedules, with the last payment to be made by June 30, 2024, as the Company and Cenntro Holding Limited mutually agreed to an extension of repayment deadline from April 27, 2022.

However, there is no guarantee that such amount will be repaid in whole or in part before the end of June 2024, if at all. Such failure to pay back by Cenntro Holding Limited could have a material negative impact on our balance sheet.

### ***Notes Receivable***

As of December 31, 2021, Greenland had approximately \$37.55 million of notes receivables, which will be collected by us within twelve months. The increase was approximately \$6.75 million, or 21.90%, as compared to approximately \$30.80 million as of December 31, 2020.

### ***Working Capital***

Our working capital was approximately \$53.84 million as of December 31, 2021, as compared to \$28.84 million as of December 31, 2020. The increase in working capital of \$25.01 million in the fiscal year 2021 as compared with the fiscal year 2020 was primarily contributed to an increase in notes receivables and inventories.

### ***Cash Flow***

	<b>For the Fiscal Year Ended December 31,</b>	
	<b>2021</b>	<b>2020</b>
Net cash provided by operating activities	\$ (5,755,940)	\$ 2,695,570
Net cash (used in) investing activities	\$ (638,980)	\$ (822,769)
Net cash (used in) financing activities	\$ 14,462,981	\$ 2,307,164
Net increase (decrease) in cash and cash equivalents and restricted cash	\$ 8,068,063	\$ 4,179,965
Effect of exchange rate changes on cash and cash equivalents	\$ 329,778	\$ (494,119)
Cash and cash equivalents and restricted cash at beginning of year	\$ 9,403,053	\$ 5,717,207
Cash and cash equivalents and restricted cash at end of year	\$ 17,800,892	\$ 9,403,053

### ***Operating Activities***

Greenland's net cash provided by operating activities was approximately \$(5.76) million and \$2.70 million for the fiscal years ended December 31, 2021 and 2020, respectively.

In the fiscal year ended December 31, 2021, the main sources of cash inflow from operating activities were net income of \$7.27 million, changes in accounts payable of \$6.46 million, and depreciation and amortization of \$2.51 million. The main causes of changes in cash outflow were changes in notes receivable of approximately \$5.95 million and changes in inventories of \$9.97 million.

In the fiscal year ended December 31, 2020, the main sources of cash inflow from operating activities were net income of \$6.37 million, changes in accounts payable of \$5.94 million, and due to related parties of \$4.77 million. The main causes of changes in cash outflow were changes in notes receivable of \$12.79 million and changes in inventories of \$4.33 million.

### ***Investing Activities***

Investing activities resulted a cash outflow of approximately \$0.64 million for the fiscal year ended December 31, 2021. Cash used in investing activities for the fiscal year ended December 31, 2021 was mainly due to \$0.26 million in proceeds from government subsidies for Zhejiang Zhongchai's construction activities, offset by approximately \$0.90 million used for purchases of long-term assets.

Investing activities resulted a cash outflow of approximately \$0.82 million for the fiscal year ended December 31, 2020. Cash used in investing activities for the fiscal year ended December 31, 2020 was mainly due to \$0.25 million in proceeds from government grants for construction, offset by approximately \$1.08 million used for purchases of long-term assets.

#### *Financing Activities*

Financing activities resulted a cash inflow of approximately \$14.46 million for the fiscal year ended December 31, 2021, which was mainly attributable to approximately \$8.67 million in proceeds from short-term bank loans, approximately \$5.39 million in investment proceeds from an entity with non-controlling interests, and approximately \$8.21 million in proceeds from equity and debt financing. Such amounts were further offset by repayment of loans due to third parties in the amount of approximately \$4.05 million, and repayment of short-term bank loans in the amount of approximately \$18.72 million.

Net cash provided by financing activities resulted a cash inflow of approximately \$2.31 million for the fiscal year ended December 31, 2020, which was mainly attributable to approximately \$21.13 million in proceeds from short-term bank loans and approximately \$4.38 million in proceeds from third parties. Such amounts were further offset by repayment of loans lent by third parties for approximately \$5.72 million, and repayment of short-term bank loans for approximately \$21.56 million.

#### **Credit Risk**

Credit risk is one of the most significant risks for Greenland's business. Accounts receivable are typically unsecured and derived from revenues earned from customers, thereby exposing Greenland to credit risk. Credit risk is controlled by the application of credit approvals, limits, and monitoring procedures. Greenland identifies credit risk collectively based on industry, geography, and customer type. This information is monitored regularly by the Company's management. In measuring the credit risk of sales to customers, Greenland mainly reflects the "probability of default" by the customer on its contractual obligations and considers the current financial position of the customer and the exposures to the customer and its future development.

#### **Liquidity Risk**

Greenland is exposed to liquidity risk when it is unable to provide sufficient capital resources and liquidity to meet its commitments and/or business needs. Liquidity risk is managed by the application of financial position analysis to test if Greenland is in danger of liquidity issues and also by application of monitoring procedures to constantly monitor its conditions and movements. When necessary, Greenland resorts to other financial institutions to obtain additional short-term funding to meet the liquidity shortage.

#### **Inflation Risk**

Greenland is also exposed to inflation risk. Inflationary factors, such as increases in raw material and overhead costs, could impair Greenland's operating results. Although Greenland does not believe that inflation has had a material impact on its financial position or results of operations to date, a high rate of inflation in the future may have an adverse effect on its ability to maintain current levels of gross margin and operating expenses as a percentage of sales revenues if the selling prices of its products do not increase with such increased costs.

#### **Critical Accounting Policies and Estimates**

We prepare our consolidated financial statements in accordance with U.S. GAAP. In applying accounting principles, it is often required to use estimates. These estimates consider the facts, circumstances and information available, and may be based on subjective inputs, assumptions and information known and unknown to us. Material changes in certain of the estimates that we use could potentially affect, by a material amount, our consolidated financial position and results of operations. Although results may vary, we believe our estimates are reasonable and appropriate. See Note 2 to our consolidated financial statements included in "Item 8. Financial Statements and Supplementary Data" for a summary of our significant accounting policies. The following describes certain of our significant accounting policies that involve more subjective and complex judgments where the effect on our consolidated financial position and operating performance could be material.

## Revenue Recognition

In accordance with ASC Topic 606, "Revenue from Contracts with Customers," the Company recognizes revenues when goods or services are transferred to customers in an amount that reflects the consideration which the Company expects to receive in exchange for those goods or services. In determining when and how revenues are recognized from contracts with customers, the Company performs the following five-step analysis: (i) identification of contract with customer; (ii) determination of performance obligations; (iii) measurement of the transaction price; (iv) allocation of the transaction price to the performance obligations, and (v) recognition of revenues when (or as) the Company satisfies each performance obligation. The Company derives revenues from the processing, distribution and sale of its products. The Company recognizes its revenues net of VAT. The Company is subject to VAT which had been levied at the rate of 17% on the invoiced value of sales until April 30, 2018, after which date the rate was reduced to 16%. VAT rate was further reduced to 13% starting from April 1, 2019. Output VAT is borne by customers in addition to the invoiced value of sales and input VAT is borne by the Company in addition to the invoiced value of purchases to the extent not refunded for export sales.

Revenues are recognized at a point in time once the Company has determined that the customer has obtained control over the product. Control is typically deemed to have been transferred to the customer when the performance obligation is fulfilled, usually at the time of customers' acceptance or consumption, at the net sales price (transaction price) and each of the criteria under ASC 606 have been met. Contract terms may require the Company to deliver the finished goods to the customers' location or the customer may pick up the finished goods at the Company's factory. International sales are recognized when shipment clears customs and leaves the port.

The Company has adopted ASC 606 on January 1, 2018, using the transition method of Modified-Retrospective Method ("MRM"). The adoption of ASC 606 had no impact on the Company's beginning balance of retained earnings.

The Company's contracts are all short-term in nature with a contract term of one year or less. Receivables are recorded when the Company has an unconditional right to consideration.

## Business Combination

On October 24, 2019, we consummated our Business Combination with Zhongchai Holding following a special meeting, where the shareholders of Greenland considered and approved, among other matters, a proposal to adopt and entered into the Share Exchange Agreement, dated as of July 12, 2019, among (i) Greenland, (ii) Zhongchai Holding, (iii) the Sponsor in the capacity as the Purchaser Representative, and (iv) Cenntro Holding Limited, the sole member of Zhongchai Holding.

Pursuant to the Share Exchange Agreement, Greenland acquired from the Seller all of the issued and outstanding equity interests of Zhongchai Holding in exchange for 7,500,000 newly issued ordinary shares, no par value of Greenland, to the Seller. As a result, the Seller became the controlling shareholder of Greenland, and Zhongchai Holding became a directly and wholly owned subsidiary of Greenland. The Business Combination was accounted for as a reverse merger effected by a share exchange, wherein Zhongchai Holding is considered the acquirer for accounting and financial reporting purposes.

Pursuant to the Finder Agreement, 50,000 newly issued ordinary shares issued to Zhou Hanyi is the finder fee for the Business Combination.

## Inventories

Inventories are stated at the lower of cost or net realizable value, which is based on estimated selling prices less any further costs expected to be incurred for completion and disposal. Cost of raw materials is calculated using the weighted average method and is based on purchase cost. Work-in-progress and finished goods costs are determined using the weighted average method and comprise direct materials, direct labor and an appropriate proportion of overhead.

## **Income Taxes**

The Company accounts for income taxes following the liability method pursuant to FASB ASC 740 “Income Taxes”. Under this method, deferred tax assets and liabilities are determined based on the difference between the financial reporting and tax bases of assets and liabilities using enacted tax rates that will be in effect in the period in which the differences are expected to reverse. The Company records a valuation allowance to offset deferred tax assets if, based on the weight of available evidence, it is more-likely-than-not that some portion, or all, of the deferred tax assets will not be realized. The effect on deferred taxes of a change in tax rate is recognized in income in the period that includes the enactment date.

The Company also follows FASB ASC 740, which addresses the determination of whether tax benefits claimed or expected to be claimed on a tax return should be recorded in the financial statements. The Company may recognize the tax benefit from an uncertain tax position only if it is more likely than not that the tax position will be sustained on examination by the taxing authorities, based on the technical merits of the position. The tax benefits recognized in the financial statements from such a position should be measured based on the largest benefit that has a greater than fifty percent likelihood of being realized upon ultimate settlement. ASC 740 also provides guidance on recognition, classification, interest and penalties on income taxes, accounting in interim periods and requires increased disclosures. As of December 31, 2021, the Company did not have a liability for unrecognized tax benefits. It is the Company’s policy to include penalties and interest expense related to income taxes as a component of other expense and interest expense, respectively, as necessary. The Company’s historical tax years will remain open for examination by the local authorities until the statute of limitations has passed.

## **Emerging Growth Company**

Pursuant to the JOBS Act, an emerging growth company is provided the option to adopt new or revised accounting standards that may be issued by FASB or the SEC either (i) within the same periods as those otherwise applicable to non-emerging growth companies or (ii) within the same time periods as private companies. We intend to continue to take advantage of the exemption for complying with new or revised accounting standards within the same time periods as private companies. Accordingly, the information contained herein may be different than the information you receive from other public companies. We also intend to continue to take advantage of some of the reduced regulatory and reporting requirements of emerging growth companies pursuant to the JOBS Act so long as we qualify as an emerging growth company, including, but not limited to, not being required to comply with the auditor attestation requirements of Section 404(b) of the Sarbanes-Oxley Act, reduced disclosure obligations regarding executive compensation, and exemptions from the requirements of holding non-binding advisory votes on executive compensation and golden parachute payments.

## **Off Balance Sheet Arrangements**

None.

## **ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK**

Certain information regarding this Item is contained in Item 7 under the headings “Credit Risk,” “Liquidity Risk,” and “Inflation Risk.”

**ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA**

**GREENLAND TECHNOLOGIES HOLDING CORPORATION  
CONSOLIDATED FINANCIAL STATEMENTS  
December 31, 2021 and 2020**

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## Report of Independent Registered Public Accounting Firm

To: Shareholders and Board of Directors  
Greenland Technologies Holding Corporation

### Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of Greenland Technologies Holding Corporation and its subsidiaries (the “Company”) as of December 31, 2021 and 2020, and the related consolidated statements of income and comprehensive income, changes in shareholders’ equity, and cash flows for the two-year period ended December 31, 2021 and the related notes (collectively referred to as the financial statements). In our opinion, the financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2021 and 2020, and the results of its operations and its cash flows for each of the years in the two-year period ended December 31, 2021, in conformity with accounting principles generally accepted in the United States of America.

### Basis for Opinion

These financial statements are the responsibility of the Company’s management. Our responsibility is to express an opinion on the Company’s financial statements based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. As part of our audits, we are required to obtain an understanding of internal control over financial reporting, but not for the purpose of expressing an opinion on the effectiveness of the Company’s internal control over financial reporting. Accordingly, we express no such opinion.

Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

/s/ WWC, P.C.

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WWC, P.C.

Certified Public Accountants

PCAOB ID: 1171

We have served as the Company’s auditor since November 16, 2020.

San Mateo, California

March 31, 2022

**GREENLAND TECHNOLOGIES HOLDING CORPORATION AND SUBSIDIARIES**  
**CONSOLIDATED BALANCE SHEETS**  
**AS OF DECEMBER 31, 2021 AND 2020**  
**(IN U.S. DOLLARS)**

	<u>December 31,</u> <u>2021</u>	<u>December 31,</u> <u>2020</u>
<b>ASSETS</b>		
<b>Current assets</b>		
Cash and cash equivalents	\$ 11,062,590	\$ 7,159,015
Restricted cash	6,738,302	2,244,038
Short term investment	2,105,938	-
Notes receivable	37,551,121	30,803,772
Accounts receivable, net of allowance for doubtful accounts of \$859,319 and \$986,532, respectively	15,915,002	12,408,548
Inventories	25,803,474	15,380,063
Due from related parties-current	39,679,565	38,535,171
Advance to suppliers	434,893	447,901
Prepayments and other current assets	14,518	664,926
<b>Total Current Assets</b>	<b><u>\$ 139,305,403</u></b>	<b><u>\$ 107,643,434</u></b>
<b>Non-current asset</b>		
Property, plant, equipment and construction in progress, net	18,957,553	20,135,339
Land use rights, net	4,035,198	4,035,254
Deferred tax assets	141,623	158,455
Goodwill	3,890	3,890
Operating lease right-of-use assets	80,682	-
Other non-current assets	44,093	2,365
<b>Total non-current assets</b>	<b><u>\$ 23,263,039</u></b>	<b><u>\$ 24,335,303</u></b>
<b>TOTAL ASSETS</b>	<b><u>\$ 162,568,442</u></b>	<b><u>\$ 131,978,737</u></b>

**GREENLAND TECHNOLOGIES HOLDING CORPORATION AND SUBSIDIARIES**  
**CONSOLIDATED BALANCE SHEETS**  
**AS OF DECEMBER 31, 2021 AND 2020 (Continued)**  
**(IN U.S. DOLLARS)**

	<u>December 31,</u> <u>2021</u>	<u>December 31,</u> <u>2020</u>
<b>Current Liabilities</b>		
Short-term bank loans	\$ 8,760,945	\$ 18,487,356
Notes payable-bank acceptance notes	42,093,061	25,889,067
Accounts payable	29,064,132	22,005,260
Taxes payables	108,058	-
Customer deposits	387,919	366,029
Due to related parties	3,619,459	9,051,119
Other current liabilities	1,198,427	2,212,325
Current portion of operating lease liabilities	33,308	-
Lease obligations - current	197,915	797,179
<b>Total current liabilities</b>	<b>\$ 85,463,224</b>	<b>\$ 78,808,335</b>
<b>Long-term liabilities</b>		
Lease obligations – non-current	-	166,292
Long term portion of operating lease liabilities	47,614	-
Other long-term liabilities	2,212,938	2,342,648
<b>Total long-term liabilities</b>	<b>\$ 2,260,552</b>	<b>\$ 2,508,940</b>
<b>TOTAL LIABILITIES</b>	<b>\$ 87,723,776</b>	<b>\$ 81,317,275</b>
<b>COMMITMENTS AND CONTINGENCIES</b>	-	-
<b>EQUITY</b>		
Ordinary shares, no par value, 11,329,530 shares authorized; 11,329,530 and 10,225,142 shares issued and outstanding as of December 31, 2021 and December 31, 2020.	-	-
Additional paid-in capital	23,759,364	13,707,398
Statutory reserves	3,842,331	4,517,117
Retained earnings	33,668,696	26,728,332
Accumulated other comprehensive income (loss)	1,014,399	(62,925)
<b>Total shareholders' equity</b>	<b>\$ 62,284,790</b>	<b>\$ 44,889,922</b>
Non-controlling interest	12,559,876	5,771,540
<b>TOTAL EQUITY</b>	<b>\$ 74,844,666</b>	<b>\$ 50,661,462</b>
<b>TOTAL LIABILITIES AND SHAREHOLDERS' EQUITY</b>	<b>\$ 162,568,442</b>	<b>\$ 131,978,737</b>

See accompanying notes to the consolidated financial statements.

**GREENLAND TECHNOLOGIES HOLDING CORPORATION AND SUBSIDIARIES**  
**CONSOLIDATED STATEMENTS OF INCOME AND COMPREHENSIVE INCOME**  
**FOR THE YEARS ENDED DECEMBER 31, 2021 AND 2020**  
**(IN U.S. DOLLARS)**

	For the years ended December 31,	
	2021	2020
<b>REVENUES</b>	<b>\$ 98,839,900</b>	<b>\$ 66,864,375</b>
<b>COST OF GOODS SOLD</b>	<b>79,246,280</b>	<b>54,051,367</b>
<b>GROSS PROFIT</b>	<b>19,593,620</b>	<b>12,813,008</b>
Selling expenses	1,868,156	1,588,302
General and administrative expenses	3,948,850	2,131,405
Research and development expenses	5,526,546	2,384,951
<b>Total operating expenses</b>	<b>\$ 11,343,552</b>	<b>\$ 6,104,658</b>
<b>INCOME FROM OPERATIONS</b>	<b>\$ 8,250,068</b>	<b>\$ 6,708,350</b>
Interest income	68,295	2,645
Interest expense	(587,264)	(930,634)
Loss on disposal of property and equipment	1,785	(79,216)
Other income	1,378,597	1,002,642
Remeasurement gain from change in functional currency	-	1,940,773
<b>INCOME BEFORE INCOME TAX</b>	<b>\$ 9,111,481</b>	<b>\$ 8,644,560</b>
<b>INCOME TAX</b>	<b>1,843,260</b>	<b>2,272,997</b>
<b>NET INCOME</b>	<b>\$ 7,268,221</b>	<b>\$ 6,371,563</b>
LESS: NET INCOME (LOSS) ATTRIBUTABLE TO NONCONTROLLING INTEREST	1,002,643	(386,939)
<b>NET INCOME ATTRIBUTABLE TO GREENLAND TECHNOLOGIES HOLDING CORPORATION AND SUBSIDIARIES</b>	<b>\$ 6,265,578</b>	<b>\$ 6,758,502</b>
<b>OTHER COMPREHENSIVE INCOME (LOSS):</b>	<b>1,476,710</b>	<b>937,629</b>
Unrealized foreign currency translation income (loss) attribute to Greenland technologies holding corporation and subsidiaries	1,077,324	298,056
Unrealized foreign currency translation income (loss) attribute to Noncontrolling interest	399,386	639,573
<b>Comprehensive income</b>	<b>7,342,902</b>	<b>7,056,558</b>
<b>Noncontrolling interest</b>	<b>1,402,029</b>	<b>252,634</b>
<b>WEIGHTED AVERAGE ORDINARY SHARES OUTSTANDING:</b>		
Basic and diluted	10,840,638	10,037,249
<b>NET INCOME PER ORDINARY SHARE ATTRIBUTABLE TO OWNERS OF THE COMPANY:</b>		
Basic and diluted	0.58	0.67

See accompanying notes to the consolidated financial statements.

**GREENLAND TECHNOLOGIES HOLDING CORPORATION AND SUBSIDIARIES**  
**CONSOLIDATED STATEMENTS OF SHAREHOLDERS' EQUITY**  
**FOR THE YEARS ENDED DECEMBER 31, 2021 AND 2020**  
**(IN U.S. DOLLARS)**

	Ordinary Shares No Par Value		Additional Paid-in Capital	Accumulated Other Comprehensive Income/(loss)	Statutory Reserve	Retained Earnings	Non- controlling Interest	Total
	Shares	Amount						
<b>Balance as of December 31, 2019</b>	<b>7,500,000</b>	<b>-</b>	<b>12,301,305</b>	<b>173,881</b>	<b>3,334,322</b>	<b>15,931,296</b>	<b>7,898,064</b>	<b>39,638,868</b>
Restricted stock grant	219,000	-	246,800	-	-	-	-	246,800
Reduction of capital	-	-	(1,766,087)	-	(24,243)	781,016	(2,847,340)	(3,856,654)
Net income	-	-	-	-	-	6,758,502	(386,939)	6,371,563
Transfer to statutory reserve	-	-	-	-	674,786	(674,786)	-	-
Foreign currency translation adjustment	-	-	-	298,056	-	-	639,573	937,629
<b>Balance as of December 31, 2020</b>	<b>10,225,142</b>	<b>-</b>	<b>\$ 13,707,398</b>	<b>\$ (62,925)</b>	<b>4,517,117</b>	<b>\$ 26,728,332</b>	<b>\$ 5,771,540</b>	<b>\$ 50,661,462</b>
Restricted stock grant	66,200	-	66,200	-	-	-	-	66,200
Sale of stock and warrants	1,038,188	-	8,209,897	-	-	-	-	8,209,897
Debt of the cancelled company	-	-	1,775,869	-	-	-	-	1,775,869
Proceeds from NCI's Investment	-	-	-	-	-	-	5,386,307	5,386,307
Net income	-	-	-	-	-	6,265,578	1,002,643	7,268,221
Transfer to statutory reserve	-	-	-	-	(674,786)	674,786	-	-
Foreign currency translation adjustment	-	-	-	1,077,324	-	-	399,386	1,476,710
<b>Balance as of December 31, 2021</b>	<b>11,329,530</b>	<b>-</b>	<b>\$ 23,759,364</b>	<b>\$ 1,014,399</b>	<b>3,842,331</b>	<b>\$ 33,668,696</b>	<b>\$ 12,559,876</b>	<b>\$ 74,844,666</b>

See accompanying notes to the consolidated financial statements.

**GREENLAND TECHNOLOGIES HOLDING CORPORATION AND SUBSIDIARIES**  
**CONSOLIDATED STATEMENTS OF CASH FLOWS**  
**FOR THE YEARS ENDED DECEMBER 31, 2021 AND 2020**  
**(IN U.S. DOLLARS)**

	<b>For the years ended December 31,</b>	
	<b>2021</b>	<b>2020</b>
<b>CASH FLOWS FROM OPERATING ACTIVITIES:</b>		
<b>Net income</b>	<b>\$ 7,268,221</b>	<b>\$ 6,371,563</b>
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	2,511,996	2,435,215
Loss on disposal of property and equipment	(1,785)	79,216
Increase in allowance for doubtful accounts	(149,172)	(116,466)
Increase in allowance for notes receivable	-	(15,524)
Increase in provision for inventory	23,536	(136,166)
Deferred tax assets	20,398	370,033
<b>Changes in operating assets and liabilities:</b>		
<b>Increase (Decrease) In:</b>		
Accounts receivable	(3,025,758)	486,793
Notes receivable	(5,945,558)	(12,792,748)
Inventories	(9,970,187)	(4,329,801)
Advance to suppliers	23,463	(372,735)
Other current and noncurrent assets	(1,424,031)	(297,736)
<b>Increase (Decrease) In:</b>		
Accounts payable	6,461,841	5,940,202
Customer deposits	12,994	212,710
Other current liabilities	(867,079)	317,459
Income tax payable	106,887	(12,681)
Due to related parties	(405,732)	4,768,555
Long-term payables - unamortized deferred financing costs	(3,945)	29,376
Other long-term liabilities	(392,029)	(241,695)
<b>NET CASH (USED IN) PROVIDED BY OPERATING ACTIVITIES</b>	<b>\$ (5,755,940)</b>	<b>\$ 2,695,570</b>

See accompanying notes to the consolidated financial statements.

**GREENLAND TECHNOLOGIES HOLDING CORPORATION AND SUBSIDIARIES**  
**CONSOLIDATED STATEMENTS OF CASH FLOWS**  
**FOR THE YEARS ENDED DECEMBER 31, 2021 AND 2020 (Continued)**  
**(AUDITED, IN U.S. DOLLARS)**

	For the years ended December 31	
	2021	2020
<b>CASH FLOWS FROM INVESTING ACTIVITIES:</b>		
Purchases of Long-term assets	\$ (894,385)	\$ (1,083,642)
Proceeds from government grants for construction	255,405	253,329
Proceeds from sale of property, plant and equipment	3,570	7,544
<b>NET CASH USED BY INVESTING ACTIVITIES</b>	<b>\$ (638,980)</b>	<b>\$ (822,769)</b>
<b>CASH FLOWS FROM FINANCING ACTIVITIES:</b>		
Proceeds from short-term bank loans	\$ 8,666,025	\$ 21,128,457
Repayments of short-term bank loans	(18,724,388)	(21,563,706)
Notes payable	15,416,006	9,274,883
Proceeds from related parties	419,311	1,508,944
Repayment of loans from related parties	(4,045,048)	(708,366)
Repayment of loans from third parties	(310,443)	(5,723,689)
Proceeds from third parties	155,222	4,376,267
Proceeds received from financing lease obligation	-	1,430,922
Deposits for the financing lease obligation	-	(2,295,833)
Payment of principal on financing lease obligation	(776,108)	(1,510,861)
Proceeds from equity and debt financing	8,209,897	-
Proceeds from NCI's Investment	5,386,307	-
Restricted stock grant	66,200	246,800
Reduction of capital	-	(3,856,654)
<b>NET CASH PROVIDED/(USED) IN FINANCING ACTIVITIES</b>	<b>\$ 14,462,981</b>	<b>\$ 2,307,164</b>
<b>NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS AND RESTRICTED CASH</b>	<b>\$ 8,068,061</b>	<b>\$ 4,179,965</b>
Effect of exchange rate changes on cash	329,778	(494,119)
CASH AND CASH EQUIVALENTS AND RESTRICTED CASH AT BEGINNING OF YEAR	9,403,053	5,717,207
<b>CASH AND CASH EQUIVALENTS AND RESTRICTED CASH AT END OF PERIOD</b>	<b>\$ 17,800,892</b>	<b>\$ 9,403,053</b>
Bank balances and cash	11,062,590	7,159,015
Bank balances and cash included in assets classified as restricted cash	6,738,302	2,244,038
<b>Supplemental Disclosure of Cash Flow Information</b>		
Income taxes paid	1,631,703	3,063,700
Interest paid	637,967	1,141,108

See accompanying notes to the consolidated financial statements.

**GREENLAND TECHNOLOGIES HOLDING CORPORATION AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**NOTE 1 – ORGANIZATION AND PRINCIPAL ACTIVITIES**

Greenland Technologies Holding Corporation (the “Company” or “Greenland”) was incorporated on December 28, 2017 as a British Virgin Islands company with limited liability. The Company was incorporated as a blank check company for the purpose of effecting a merger, capital stock exchange, asset acquisition, stock purchase, recapitalization, reorganization or similar business combination with one or more target businesses. Following the Business Combination (as described and defined below) in October 2019, the Company changed its name from Greenland Acquisition Corporation to Greenland Technologies Holding Corporation.

Greenland serves as the parent company of Zhongchai Holding (Hong Kong) Limited, a holding company formed under the laws of Hong Kong on April 23, 2009 (“Zhongchai Holding”). Zhongchai Holding’s subsidiaries include Zhejiang Zhongchai Machinery Co. Ltd., an operating company formed under the laws of the PRC in 2005, Hangzhou Greenland Energy Technologies Co., Ltd., an operating company formed under the laws of the PRC in 2019, and Shanghai Hengyu Business Management Consulting Co., Ltd., a company formed under the laws of the PRC in 2005. Through Zhongchai Holding and its subsidiaries, Greenland develops and manufactures traditional transmission products for material handling machineries in the People’s Republic of China (the “PRC” or “China”).

Greenland Technologies Corp. (“Greenland Tech”) was incorporated on January 14, 2020 under the laws of the State of Delaware. Greenland Tech is a wholly-owned subsidiary of Greenland. Greenland Tech promotes sales of sustainable alternative products for the heavy industrial equipment industry, including electric industrial vehicles, in the North American market.

Through its PRC subsidiaries, Greenland offers transmission products, which are key components for forklift trucks used in manufacturing and logistic applications, such as factories, workshops, warehouses, fulfillment centers, shipyards, and seaports. Forklifts play an important role in the logistic systems of many companies across different industries in China and globally. Generally, industries with the largest demand for forklifts include the transportation, warehousing logistics, electrical machinery, and automobile industries. Through Zhongchai Holding and other subsidiaries, Greenland has experienced an increase in demand for forklifts in the manufacturing and logistics industries in China, as its revenue increased from approximately \$66.86 million in the fiscal year 2020 to \$98.84 million in the fiscal year 2021. The increase in revenue was primarily a significant increase in the Company’s sales volume, driven by growing market demand, and the Company’s ability to boost supplies while some of its competitors faced challenges in handling material shortages and were unable to deliver, which presented new market opportunities for the Company. Based on the revenues in the fiscal years ended December 31, 2021 and 2020, Greenland believes that it is one of the major developers and manufacturers of transmission products for small and medium-sized forklift trucks in China.

Greenland’s transmission products are used in 1-ton to 15-tons forklift trucks, some with mechanical shift and some with automatic shift. Greenland sells these transmission products directly to forklift-truck manufacturers. In the fiscal years ended December 31, 2021 and 2020, Greenland sold an aggregate of 141,431 and 108,913 sets of transmission products, respectively, to more than 100 forklift manufacturers in the PRC.

There is increasing demand for electric industrial vehicles powered by sustainable energy in order to reduce air pollution and lower carbon emissions. In December 2020, Greenland launched a new division to focus on the production and sale of electric industrial vehicles—a division that Greenland intends to develop to diversify its product offerings. Greenland’s electric industrial vehicle products currently include GEF-series electric forklifts, a series of lithium powered forklifts with three models ranging in size from 1.8 tons to 3.5 tons, and GEL-1800, a 1.8 ton rated load lithium powered electric wheeled front loader. In February 2022, Greenland launched its GEX-8000 all-electric 8.0 ton rated load lithium powered wheeled excavator. These products have become available for purchase in the U.S. market. Greenland plans to establish an assembly site and an experience center in the United States in 2022 to support local sales, assembly and distribution.

The outbreak of the novel coronavirus, commonly referred to as “COVID-19,” first found in mainland China, then in Asia and eventually throughout the world, has significantly affected business and manufacturing activities within China, including travel restrictions, widespread mandatory quarantines, and suspension of business activities within China. Effective February 3, 2020, the Company announced the temporary closure of its operating offices in Zhejiang Province, including suspension of its manufacturing activities in response to the emergency measures imposed by the local government. The Company’s operating subsidiaries were temporary shut down until the end of February 2020. The Company expects to delay its launch of robotic cargo carriers due to uncertainties of the market demand. Moreover, the outbreak has significantly limited suppliers’ ability to provide low-cost, high-quality parts and materials to the Company on a timely basis. Zhejiang Province, where we conduct a substantial part of our business, is one of the most affected areas in China. As of the date of this report, Chinese industries have gradually resumed businesses as government officials started to ease the restrictive measures since April 2020. However, we remain cautious and prudent when assessing the future impact of COVID-19 on our business due to the current ongoing global pandemic.

**The Company’s Shareholders**

As of December 31, 2021, Cenntro Holding Limited owned 59.42% of Greenland’s outstanding ordinary shares. Cenntro Holding Limited is controlled and beneficially owned by Mr. Peter Zuguang Wang, the chairman of the board of directors of the Company.

**The Company’s Subsidiaries**

Zhongchai Holding, the wholly-owned subsidiary of the Company, owned 71.576% of Zhejiang Zhongchai Machinery Co., Ltd. (“Zhejiang Zhongchai”), 62.5% of Shanghai Hengyu Business Management Consulting Co., Ltd. (“Hengyu”), 100% of Hangzhou Greenland Energy Technologies Co., Ltd Co., Ltd (“Hangzhou Greenland”) and 100% of Greenland Technologies Corporation.

**GREENLAND TECHNOLOGIES HOLDING CORPORATION AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**NOTE 1 – ORGANIZATION AND PRINCIPAL ACTIVITIES (CONTINUED)**

*Zhejiang Zhongchai*

Zhejiang Zhongchai, a limited liability company registered on November 21, 2005, is the direct operating subsidiary of Zhongchai Holding in the PRC. On April 5, 2007, Usunco Automotive Limited (“Usunco”), a British Virgin Islands limited liability company, invested US\$8,000,000 for purchasing approximately 75.47% equity interest of Zhejiang Zhongchai. On December 16, 2009, Usunco agreed to transfer its 75.47% interest in Zhejiang Zhongchai to Zhongchai Holding. On April 26, 2010, Xinchang County Keyi Machinery Co., Ltd. transferred 24.528% equity interest it owned in Zhejiang Zhongchai to Zhongchai Holding in exchange for a consideration of US\$2.6 million. On November 1, 2017, Xinchang County Jiuxin Investment Management Partnership (LP) (“Jiuxin”), an entity controlled and beneficially owned by Mr. He Mengxing, president of Zhejiang Zhongchai, closed its investment of approximately RMB31,590,000 in Zhejiang Zhongchai for 10.53% of its interest. On December 29, 2021, Xinchang County Jiuhe Investment Management Partnership (LP) (“Jiuhe”), an entity controlled and beneficially owned by Mr. He Mengxing, president of Zhejiang Zhongchai, closed its investment of approximately RMB34,300,000 in Zhejiang Zhongchai for 20.00% of its interest. As of December 31, 2021, Zhongchai Holding owned approximately 71.576% of the equity interests, Jiuxin owned approximately 8.424% of the equity interests, and Jiuhe owned approximately 20.00% of the equity interests in Zhejiang Zhongchai.

Through Zhejiang Zhongchai, the Company has been engaging in the manufacturing and sales of transmission systems mainly for forklift trucks since 2006. These forklift trucks are used in manufacturing and logistics applications, such as factory, workshop, warehouse, fulfilment centers, shipyards and seaports. The transmission systems are the key components for forklift trucks. The Company supplies transmission systems to forklift truck manufacturers. Its transmission systems fit for forklift trucks ranging from 1 to 15 tons, with either mechanical shift or automatic shift. All the products are currently manufactured at the Company’s facility in Xinchang, Zhejiang Province, the PRC and are sold to both domestic and oversea markets.

*Hengyu*

Hengyu is a limited liability company registered on September 10, 2015 in Shanghai Free Trade Zone, Shanghai, the PRC. Hengyu holds no assets other than an account receivable owed by Cenntro Holding Limited. Main business of Hengyu are investment management and consulting services.

*Hangzhou Greenland*

Hangzhou Greenland is a limited liability company registered on August 9, 2019 in Hangzhou Sunking Plaza, Zhejiang, the PRC. Hangzhou Greenland engages in the business of trading.

**GREENLAND TECHNOLOGIES HOLDING CORPORATION AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**NOTE 1 – ORGANIZATION AND PRINCIPAL ACTIVITIES (CONTINUED)**

*Greenland Tech*

Greenland Tech was incorporated in the state of Delaware on January 14, 2020 as a wholly owned subsidiary of Greenland. Greenland Tech promotes sales of sustainable alternative products for the heavy industrial equipment industry, including electric industrial vehicles, in the North American market.

Details of the Company’s subsidiaries, which are included in these consolidated financial statements as of December 31, 2021, are as follows:

<b>Name</b>	<b>Domicile and Date of Incorporation</b>		<b>Paid-in Capital</b>	<b>Percentage of Effective Ownership</b>	<b>Principal Activities</b>
Zhongchai Holding (Hong Kong) Limited	Hong Kong				Holding
	April 23, 2009	HKD	10,000	100%	
Zhejiang Zhongchai Machinery Co., Ltd.	PRC				Manufacture, sale of various transmission boxes
	November 21, 2005	RMB	25,000,000	71.576%	
Shanghai Hengyu Business Management Consulting Co., Ltd.	PRC				Investment management and consulting services.
	September 10, 2015	RMB	251,500,000	62.5%	
Hangzhou Greenland Energy Technologies Co., Ltd.	PRC				Trading.
	August 8, 2020	RMB	252,862	100%	
Greenland Technologies Corporation	Delaware				US operation and distribution of electric industrial vehicles for North American market
	January 14, 2020	USD	6,363,557	100%	

**GREENLAND TECHNOLOGIES HOLDING CORPORATION AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**Basis of Presentation**

The accompanying consolidated financial statements are prepared in accordance with accounting principles generally accepted in the United States of America (“U.S. GAAP”). The consolidated financial statements include the financial statements of the Company and its wholly-owned subsidiaries. All significant inter-company transactions and balances between the Company and its subsidiaries are eliminated upon consolidation.

**Principles of Consolidation**

The consolidated financial statements include the accounts of Greenland Technologies Holding Corporation and its subsidiaries and have been prepared in accordance with U.S. GAAP. Intercompany accounts and transactions have been eliminated upon consolidation. Certain reclassifications to previously reported financial information have been made to conform to the current period presentation.

The Business Combination was accounted for as a reverse recapitalization (the “Recapitalization Transaction”) in accordance with Accounting Standard Codification (“ASC”) 805, Business Combinations. For accounting and financial reporting purposes, Zhongchai Holding is considered the acquirer based on facts and circumstances, including the following:

- Zhongchai Holding’s operations comprise the ongoing operations of the combined entity;
- The officers of the newly combined company consist of Zhongchai Holding’s executives, including the Chief Executive Officer, Chief Financial Officer and General Counsel; and
- The former shareholders of Zhongchai Holding own a majority voting interest in the combined entity.

As a result of Zhongchai Holding being the accounting acquirer, the financial reports filed with the SEC by the Company subsequent to the Business Combination are prepared “as if” Zhongchai Holding is the predecessor and legal successor to the Company. The historical operations of Zhongchai Holding are deemed to be those of the Company. Thus, the financial statements included in this report reflect (i) the historical operating results of Zhongchai Holding prior to the Business Combination; (ii) the combined results of the Company and Zhongchai Holding following the Business Combination in October 24, 2019; (iii) the assets and liabilities of Zhongchai Holding at their historical cost, and (iv) Greenland’s equity structure for all periods presented. Zhongchai Holding received 7,500,000 shares of Greenland in exchange for all the share capital, which is reflected retroactively to December 31, 2017 and will be utilized for calculating earnings per share in all prior periods. No step-up basis of intangible assets or goodwill was recorded in the Business Combination transaction consistent with the treatment of the transaction as a reverse capitalization of Zhongchai Holding.

**Use of Estimates**

The preparation of the consolidated financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenues and expenses during the reporting periods. Management makes these estimates using the best information available at the time the estimates are made. Actual results could differ from those estimates. Significant estimates in the years ended December 31, 2021 and 2020 include allowance for doubtful accounts, reserve for inventories, useful life of property, plant and equipment, assumptions used in assessing impairment of long-term assets and valuation of deferred tax assets and accruals for taxes due.

**Non-controlling Interest**

Non-controlling interests in the Company’s subsidiaries are recorded in accordance with the provisions of Financial Accounting Standards Board (“FASB”) Accounting Standards Codification 810 Consolidation (“ASC 810”) and are reported as a component of equity, separate from the parent’s equity. Purchase or sale of equity interests that do not result in a change of control are accounted for as equity transactions. Results of operations attributable to the non-controlling interest are included in our consolidated results of operations and, upon loss of control, the interest sold, as well as interest retained, if any, will be reported at fair value with any gain or loss recognized in earnings.

**GREENLAND TECHNOLOGIES HOLDING CORPORATION AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**Foreign Currency Translation**

The accompanying consolidated financial statements are presented in United States dollars (“US\$” or “\$”). The functional currency of the Company is Renminbi (“RMB”). Transactions in foreign currencies are initially recorded at the functional currency rate ruling at the date of transaction. Any differences between the initially recorded amount and the settlement amount are recorded as a gain or loss on foreign currency transaction in the consolidated statements of operations.

	For the years ended December 31,	
	2021	2020
Period end RMB: US\$ exchange rate	6.3726	6.5250
Period average RMB: US\$ exchange rate	6.4424	6.8926

The RMB is not freely convertible into foreign currency and all foreign exchange transactions must take place through authorized institutions. The PRC government imposes significant exchange restrictions on fund transfers out of the PRC that are not related to business operations.

**Cash and Cash Equivalents**

For financial reporting purposes, the Company considers all highly liquid investments purchased with an original maturity of three months or less to be cash equivalents. The Company maintains its bank accounts in the U.S., the PRC and Hong Kong Special Administrative Region (“Hong Kong”). Balances at financial institutions or state-owned banks within PRC and Hong Kong are not covered by insurance; however, management has determined that the risk of loss is not material as all bank deposits are held with highly liquid and solvent financial institutions.

**Restricted Cash**

Restricted cash represents amounts held by a bank as security for bank acceptance bills, as well as the financial product secured for the short-term bank loan and therefore is not available for the Company’s use until such time as the bank acceptance notes and bank loans have been fulfilled or expired, normally within a twelve-month period.

**Short-term Investment**

Short-term investments consist primarily of investments in fixed deposits with original maturities between three months and one year and certain investments in wealth management products and other investments that the Company has the intention to redeem within one year. As of December 31, 2021 and 2020, the Company recorded short-term investments amounted to \$2,105,938 and \$nil, respectively.

**Fair Value of Financial Instruments**

The Company applies the provisions of ASC 820, *Fair Value Measurements and Disclosures*, to the financial instruments that are required to be carried at fair value. Fair value is the price that would be received to sell an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants at the measurement date. The Company uses a three-tier fair value hierarchy based upon observable and non-observable inputs that prioritizes the information used to develop our assumptions regarding fair value. Fair value measurements are separately disclosed by level within the fair value hierarchy.

- Level 1—defined as observable inputs such as quoted prices in active markets for identical assets or liabilities;
- Level 2—defined as inputs other than quoted prices in active markets, that are either directly or indirectly observable; and
- Level 3—defined as unobservable inputs in which little or no market data exists, therefore requiring an entity to develop its own assumptions.

The Company’s financial instruments primarily consist of cash and cash equivalents, restricted cash, short-term investment, accounts receivable, notes receivable, accounts payable, other payables and accrued liabilities, short-term bank loans, and notes payable.

**GREENLAND TECHNOLOGIES HOLDING CORPORATION AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

The carrying value of cash and cash equivalents, restricted cash, accounts receivable, accounts payable, and other current assets and liabilities approximate fair value because of the short-term nature of these items. The estimated fair values of short-term bank loans were not materially different from their carrying value as presented due to the short maturities and that the interest rates on the borrowing approximate those that would have been available for loans of similar remaining maturity and risk profile. As the carrying amounts are reasonable estimates of the fair value, these financial instruments are classified within Level 1 of the fair value hierarchy.

**Accounts Receivable**

Accounts receivable are carried at net realizable value. The Company reviews its accounts receivable on a periodic basis and makes general and specific allowances when there is doubt as to the collectability of individual balances. In evaluating the collectability of individual receivable balances, the Company considers many factors, including the age of the balance, customer's historical payment history, its current creditworthiness and current economic trends. Accounts are written off after exhaustive efforts at collection. The Company only grants credit terms to established customers who are deemed to be financially responsible. Credit periods to customers are within 60 days after customers received the purchased goods. If accounts receivable are to be provided for, or written off, they would be recognized in the consolidated statement of operations within operating expenses. Balance of allowance of doubtful accounts was \$0.86 million and \$0.99 million as of December 31, 2021 and December 31, 2020, respectively.

**Inventories**

Inventories are stated at the lower of cost or net realizable value, which is based on estimated selling prices less any further costs expected to be incurred for completion and disposal. Cost of raw materials is calculated using the weighted average method and is based on purchase cost. Work-in-progress and finished goods costs are determined using the weighted average method and comprise direct materials, direct labor and an appropriate proportion of overhead. The Company records inventory reserves for excess or obsolete inventories based upon assumptions about our current and future demand forecasts.

**Advance to Suppliers**

Advance to suppliers represents interest-free cash paid in advance to suppliers for purchases of parts and/or raw materials. The balance of advance to suppliers was \$0.43 million and \$0.45 million as of December 31, 2021 and 2020, respectively.

**Property, Plant, and Equipment**

Property, plant, and equipment are stated at cost less accumulated depreciation, and include expenditure that substantially increases the useful lives of existing assets. Expenditures for repairs and maintenance, which do not extend the useful life of the assets, are expensed as incurred.

Depreciation is provided over their estimated useful lives, using the straight-line method. Estimated useful lives are as follows:

Plant, buildings and improvements	20 years
Machinery and equipment	2~10 years
Motor vehicles	4 years
Office equipment	3~5 years
Fixed asset decorations	5 years

When assets are sold or retired, their costs and accumulated depreciation are eliminated from the consolidated financial statements and any gain or loss resulting from their disposal is recognized in the period of disposition as an element of other income. The cost of maintenance and repairs is charged to income as incurred, whereas significant renewals and betterments are capitalized.

**GREENLAND TECHNOLOGIES HOLDING CORPORATION AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**Land Use Rights**

According to the PRC laws, the government owns all land in the PRC. Companies or individuals are authorized to possess and use the land only through land use rights granted by the Chinese government. The land use rights granted to the Company are being amortized using the straight-line method over the lease term of fifty years.

**Impairment of Long-Lived Assets**

Long-lived assets are evaluated for impairment periodically whenever events or changes in circumstances indicate that their related carrying amounts may not be recoverable in accordance with FASB ASC 360, "Property, Plant and Equipment".

In evaluating long-lived assets for recoverability, the Company uses its best estimate of future cash flows expected to result from the use of the asset and eventual disposition in accordance with FASB ASC 360-10-15. To the extent that estimated future, undiscounted cash inflows attributable to the asset, less estimated future, undiscounted cash outflows, are less than the carrying amount, an impairment loss is recognized in an amount equal to the difference between the carrying value of such asset and its fair value. Assets to be disposed of and for which there is a committed plan of disposal, whether through sale or abandonment, are reported at the lower of carrying value or fair value less costs to sell.

There was no impairment loss recognized for the years ended December 31, 2021 and 2020.

**Lease**

ASC 842 supersedes the lease requirements in ASC 840 "Leases," and generally requires lessees to recognize operating and finance lease liabilities and corresponding right-of-use assets on the balance sheet and to provide enhanced disclosures surrounding the amount, timing and uncertainty of cash flows arising from leasing arrangements. Leases that transfer substantially all of the benefits and risks incidental to the ownership of assets are accounted for as finance leases as if there was an acquisition of an asset and incurrence of an obligation at the inception of the lease. All other leases are accounted for as operating leases.

A sale-leaseback transaction occurs when an entity sells an asset it owns and immediately leases the asset back from the buyer. The seller then becomes the lessee and the buyer becomes the lessor. Under ASC 842, both parties must assess whether the buyer-lessor has obtained control of the asset and a sale has occurred.

The Company has determined that the leaseback transaction that it entered in 2019 fails to qualify as a sale because control is not transferred to the buyer-lessor. Therefore, the Company has classified the lease portion of the transaction as a finance lease whereby the Company continues to depreciate the assets and recorded a financing obligation for the consideration received from the buyer-lessor, with an implicit interest rate of 4.0038%.

The Company leases premises for offices under non-cancellable operating leases in current year. Operating lease payments are expensed over the term of lease using straight line method. The Company's offices leases have a 3 year term. Usually within four months prior to the expiration date of a lease, the Company is required to notify the lessor and has a priority to continue renting the lease property if a lessor intends to lease property. The lease itself does not have restriction or covenants. Any damage, if made by the lessee, to the property and equipment within the property has to be fixed or reimbursed by the lessee. The Company does not have any leases entered into but which have not yet commenced. Under the terms of the lease agreements, the Company has no legal or contractual asset retirement obligations at the end of the leases.

**Revenue Recognition**

In accordance with ASC Topic 606, "Revenue from Contracts with Customers," the Company recognizes revenues when goods or services are transferred to customers in an amount that reflects the consideration which the Company expects to receive in exchange for those goods or services. In determining when and how revenues are recognized from contracts with customers, the Company performs the following five-step analysis: (i) identification of contract with customer; (ii) determination of performance obligations; (iii) measurement of the transaction price; (iv) allocation of the transaction price to the performance obligations and (v) recognition of revenues when (or as) the Company satisfies each performance obligation. The Company derives revenues from the processing, distribution and sale of its products. The Company recognizes its revenues net of value-added taxes ("VAT"). The Company is subject to VAT which had been levied at the rate of 17% on the invoiced value of sales until April 30, 2018, after which date the rate was reduced to 16%. VAT rate was further reduced to 13% starting from April 1, 2019. Output VAT is borne by customers in addition to the invoiced value of sales and input VAT is borne by the Company in addition to the invoiced value of purchases to the extent not refunded for export sales.

**GREENLAND TECHNOLOGIES HOLDING CORPORATION AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

Revenues are recognized at a point in time once the Company has determined that the customer has obtained control over the product. Control is typically deemed to have been transferred to the customer when the performance obligation is fulfilled, usually at the time of customers' acceptance or consumption, at the net sales price (transaction price) and each of the criteria under ASC 606 have been met. Contract terms may require the Company to deliver the finished goods to the customers' location or the customer may pick up the finished goods at the Company's factory. International sales are recognized when shipment clears customs and leaves the port.

The Company has adopted ASC 606 on January 1, 2018, using the transition method of Modified-Retrospective Method ("MRM"). The adoption of ASC 606 had no impact on the Company's beginning balance of retained earnings.

The Company's contracts are all short-term in nature with a contract term of one year or less. Receivables are recorded when the Company has an unconditional right to consideration

Contracts do not offer any price protection but allow for the return of certain goods if quality problem, which is standard warranty. The Company's product returns and recorded reserve for sales returns were minimal for the years ended December 31, 2021 and 2020. The total sales return and warranty expenditures amount are accounting for around 0.46% and 0.71% of the total revenue of Greenland.

The following table sets forth disaggregation of revenue:

	<b>For the years ended</b>	
	<b>December 31,</b>	
	<b>2021</b>	<b>2020</b>
Major Product		
Transmission boxes for Forklift	85,618,567	58,407,137
Transmission boxes for Non-Forklift (EV, etc.)	13,221,333	8,457,238
<b>Total</b>	<b>98,839,900</b>	<b>66,864,375</b>

**Cost of Goods Sold**

Cost of goods sold consists primarily of material costs, freight charges, purchasing and receiving costs, inspection costs, internal transfer costs, wages, employee compensation, amortization, depreciation and related costs, which are directly attributable to the production of products. Write-down of inventory to lower of cost or net realizable value is also recorded in cost of goods sold.

**Selling Expenses**

Selling expenses include operating expenses such as payroll and traveling and transportation expenses.

**General and Administrative Expenses**

General and administrative expenses include management and office salaries and employee benefits, depreciation for office facility and office equipment, travel and entertainment, legal and accounting, consulting fees and other office expenses.

**Research and Development**

Research and development costs are expensed as incurred and totaled approximately \$5,526,546 and \$2,384,951 for the years ended December 31, 2021 and 2020, respectively. Research and development costs are incurred on a project specific basis.

**GREENLAND TECHNOLOGIES HOLDING CORPORATION AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**Government subsidies**

Government subsidies are recognized when there is reasonable assurance that the subsidy will be received and all attaching conditions will be complied with. When the subsidy relates to an expense item, it is recognized as income over the periods necessary to match the subsidy on a systematic basis to the costs that it is intended to compensate. Where the subsidy relates to an asset, it is recognized as other long-term liabilities and is released to the statement of operations over the expected useful life in a consistent manner with the depreciation method for the relevant asset. Total government subsidies recorded in the other long-term liabilities were \$2.21 million and \$2.34 million as of December 31, 2021 and 2020, respectively.

**Income Taxes**

The Company accounts for income taxes following the liability method pursuant to FASB ASC 740 “Income Taxes”. Under this method, deferred tax assets and liabilities are determined based on the difference between the financial reporting and tax bases of assets and liabilities using enacted tax rates that will be in effect in the period in which the differences are expected to reverse. The Company records a valuation allowance to offset deferred tax assets if, based on the weight of available evidence, it is more-likely-than-not that some portion, or all, of the deferred tax assets will not be realized. The effect on deferred taxes of a change in tax rate is recognized in income in the period that includes the enactment date.

The Company also follows FASB ASC 740, which addresses the determination of whether tax benefits claimed or expected to be claimed on a tax return should be recorded in the financial statements. The Company may recognize the tax benefit from an uncertain tax position only if it is more likely than not that the tax position will be sustained on examination by the taxing authorities, based on the technical merits of the position. The tax benefits recognized in the financial statements from such a position should be measured based on the largest benefit that has a greater than fifty percent likelihood of being realized upon ultimate settlement. ASC 740 also provides guidance on recognition, classification, interest and penalties on income taxes, accounting in interim periods and requires increased disclosures. As of December 31, 2021 and 2020, the Company did not have a liability for unrecognized tax benefits. It is the Company’s policy to include penalties and interest expense related to income taxes as a component of other expense and interest expense, respectively, as necessary. The Company’s historical tax years will remain open for examination by the local authorities until the statute of limitations has passed.

**Value-Added Tax**

Enterprises or individuals, who sell commodities, engage in repair and maintenance or import or export goods in the PRC are subject to a value added tax in accordance with PRC Laws. The VAT standard rate had been 17% of the gross sale price until April 30, 2018, after which date the rate was reduced to 16%. VAT rate was further reduced to 13% starting from April 1, 2019. A credit is available whereby VAT paid on the purchases of semi-finished products or raw materials used in the production of the Company’s finished products can be used to offset the VAT due on the sales of the finished products.

**GREENLAND TECHNOLOGIES HOLDING CORPORATION AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**Statutory Reserve**

In accordance with the PRC Regulations on Enterprises with Foreign Investment, an enterprise established in the PRC with foreign investment is required to provide for certain statutory reserves, namely (i) General Reserve Fund, (ii) Enterprise Expansion Fund and (iii) Staff Welfare and Bonus Fund, which are appropriated from net profit as reported in the enterprise's PRC statutory accounts. A wholly-owned foreign enterprise is required to allocate at least 10% of its annual after-tax profit to the General Reserve Fund until the balance of such fund has reached 50% of its respective registered capital. A non-wholly-owned foreign invested enterprise is permitted to provide for the above allocation at the discretion of its board of directors. Appropriations to the Enterprise Expansion Fund and Staff Welfare and Bonus Fund are at the discretion of the board of directors for all foreign invested enterprises. The aforementioned reserves can only be used for specific purposes and are not distributable as cash dividends.

**Comprehensive Income**

Comprehensive income (loss) is defined as the change in equity during the year from transactions and other events, excluding the changes resulting from investments by owners and distributions to owners, and is not included in the computation of income tax expense or benefit. Accumulated comprehensive income consists of foreign currency translation. The Company presents comprehensive income (loss) in accordance with ASC Topic 220, "Comprehensive Income".

**Earnings per share**

The Company calculates earnings per share in accordance with ASC Topic 260 "Earnings per Share." Basic earnings per share is computed by dividing the net income by the weighted average number of ordinary shares outstanding during the period. Diluted earnings per share is computed similar to basic earnings per share except that the denominator is increased to include the number of additional ordinary shares that would have been outstanding if the potential ordinary shares equivalents had been issued and if the additional ordinary shares were dilutive. On October 24, 2019, the Company completed its Business Combination whereby Zhongchai Holding received 7,500,000 shares in exchange for all the share capital of Zhongchai Holding, which is reflected retroactively to December 31, 2017 and will be utilized for calculating earnings per share in all prior periods. The per share amounts have been updated to show the effect of the exchange on earnings per share as if the exchange occurred at the beginning of both years for the annual financial statements of the Company. The impact of the stock exchange is also shown on the Company's Statements of Shareholders' Equity.

Pursuant to the Service Agreement entered into and by the Company and Chineseinvestors.com, Inc., an Indiana corporation ("CIIX") on August 21, 2019 (the "Service Agreement"), CIIX were to provide certain investor relations services to the Company for a period of three months beginning on August 21, 2019. On February 24, 2020, the Company and CIIX entered into a termination agreement (the "CIIX Termination Agreement") to terminate their respective obligations under the Service Agreement. Pursuant to the CIIX Termination Agreement, the Company agreed to issue 5,000 restricted ordinary shares, no par value (the "CIIX Termination Shares") to CIIX.

Pursuant to the Investor Relations Consulting Agreement entered into and by the Company and Skyline Corporate Communication Group, LLC, a Massachusetts limited liability Company ("SCCG") on August 15, 2019 (the "Consulting Agreement"), SCCG were to provide certain investor relations services to the Company for a period of twelve months beginning on August 15, 2019. On February 25, 2020, the Company and SCCG entered into a termination agreement (the "SCCG Termination Agreement") to terminate their respective obligations under the Consulting Agreement. Pursuant to the SCCG Termination Agreement, the Company agreed to issue 10,000 restricted ordinary shares, no par value (the "SCCG Termination Shares") to SCCG.

Pursuant to the CIIX Termination Agreement and the SCCG Termination Agreement, 5,000 and 10,000 restricted ordinary shares, no par value, were issued to CIIX and SCCG on March 12, 2020 and March 13, 2020, respectively.

**Segments and Related Information**

ASC 280 "Segment reporting" establishes standards for reporting information on operating segments in interim and annual financial statements. All of the Company's operations are considered by the chief operating decision maker to be aggregated in one reportable operating segment.

The Company is engaged in the business of manufacturing and selling various transmission boxes. The Company's manufacturing process is essentially the same for the entire Company and is performed in-house at the Company's facilities in PRC. The Company's customers primarily consist of entities in the automotive, construction machinery or warehousing equipment industries. The distribution of the Company's products is consistent across the entire Company. In addition, the economic characteristics of each customer arrangement are similar in that the Company maintains policies at the corporate level.

**GREENLAND TECHNOLOGIES HOLDING CORPORATION AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**Commitments and contingencies**

In the normal course of business, the Company is subject to contingencies, including legal proceedings and environmental claims arising out of the normal course of businesses that relate to a wide range of matters, including among others, contracts breach liability. The Company records accruals for such contingencies based upon the assessment of the probability of occurrence and, where determinable, an estimate of the liability. Management may consider many factors in making these assessments including past history, scientific evidence and the specifics of each matter. The Company's management has evaluated all such proceedings and claims that existed as of December 31, 2021 and 2020. Normal course of businesses that relate to a wide range of matters, including among others, contracts breach liability. The Company records accruals for such contingencies based upon the assessment of the probability of occurrence and, where determinable, an estimate of the liability. Management may consider many factors in making these assessments including past history, scientific evidence and the specifics of each matter. The Company's management has evaluated all such proceedings and claims that existed as of December 31, 2021 and 2020.

**Related Party**

In general, related parties exist when there is a relationship that offers the potential for transactions at less than arm's-length, favorable treatment, or the ability to influence the outcome of events different from that which might result in the absence of that relationship. A related party may be any of the following: a) an affiliate, which is a party that directly or indirectly controls, is controlled by, or is under common control with another party; b) a principle owner, owner of record or known beneficial owner of more than 10% of the voting interest of an entity; c) management, which are persons having responsibility for achieving objectives of the entity and requisite authority to make decision; d) immediate family of management or principal owners; e) a parent company and its subsidiaries; and f) other parties that have ability to significant influence the management or operating policies of the entity. The Company discloses all significant related party transactions.

**Economic and Political Risks**

The Company's operations are conducted in the PRC. Accordingly, the Company's business, financial condition and results of operations may be influenced by the political, economic and legal environment in the PRC, and by the general state of the PRC economy.

The Company's operations in the PRC are subject to special considerations and significant risks not typically associated with companies in North America and Western Europe. These include risks associated with, among others, the political, economic and legal environment and foreign currency exchange. The Company's results may be adversely affected by changes in the political and social conditions in the PRC, and by changes in governmental policies with respect to laws and regulations, anti-inflationary measures, currency conversion, remittances abroad, and rates and methods of taxation, among other things.

Financial instruments which potentially subject the Company to concentrations of credit risk consist principally of cash and trade accounts receivable. All of the Company's cash is maintained with state-owned banks within the PRC, and none of these deposits are covered by insurance. The Company has not experienced any losses in such accounts. A portion of the Company's sales are credit sales which are primarily to customers whose abilities to pay are dependent upon the industry economics prevailing in these areas; however, concentrations of credit risk with respect to trade accounts receivables is limited due to generally short payment terms. The Company also performs ongoing credit evaluations of its customers to help further reduce credit risk.

**Exchange Risk**

The Company cannot guarantee that the current exchange rate will remain steady. Therefore, there is a possibility that the Company could post the same amount of profit for two comparable periods and yet, because of a fluctuating exchange rates, record higher or lower profit depending on exchange rate of RMB converted to U.S. dollars on the relevant dates. The exchange rate could fluctuate depending on changes in the political and economic environment without notice.

**GREENLAND TECHNOLOGIES HOLDING CORPORATION AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**Recently Issued Accounting Pronouncements**

Recent accounting pronouncements that the Company has adopted or may be required to adopt in the future are summarized below:

In June 2016, the FASB issued ASU 2016-13, “Measurement of Credit Losses on Financial Instruments,” to require financial assets carried at amortized cost to be presented at the net amount expected to be collected based on historical experience, current conditions and forecasts. Subsequently, the FASB issued ASU 2019-04, Codification Improvements to Topic 326, Financial Instruments—Credit Losses, Topic 815, Derivatives and Hedging, and Topic 825, Financial Instruments, in April 2019. To clarify that receivables arising from operating leases are within the scope of lease accounting standards. In October 2019, the FASB issued ASU 2019-10, Financial Instruments – Credit Losses (Topic 326), Derivatives and Hedging (Topic 815) and Leases (Topic 842), which defers the effective date for public filers that are considered small reporting companies as defined by the Securities and Exchange Commission to fiscal years beginning after December 15, 2022, including interim periods within those fiscal years. Since the Company is a smaller reporting company, implementation is not needed until January 1, 2023. Adoption of the standard requires using a modified retrospective approach through a cumulative-effect adjustment to retained earnings as of the effective date to align existing credit loss methodology with the new standard. The Company is evaluating the impact of this standard on its consolidated financial statements, including accounting policies, processes, and systems, and expects the standard will have a minor impact on its consolidated financial statements.

In January 2017, the FASB issued ASU No. 2017-04 (Topic 350) Intangibles—Goodwill and Other: Simplifying the Test for Goodwill Impairment, which removes Step 2 of the goodwill impairment test, which requires a hypothetical purchase price allocation. Under the amended guidance, a goodwill impairment charge will now be recognized for the amount by which the carrying value of a reporting unit exceeds its fair value, not to exceed the carrying amount of goodwill. As amended by ASU 2019-10, this ASU will be applied on a prospective basis and is effective for interim and annual periods beginning after December 15, 2022, with early adoption permitted for any impairment tests performed after January 1, 2017. The Company is evaluating the impact of the application of this standard and does not expect that the adoption of the ASU 2017-04 will have a material impact on the Company’s consolidated financial statements.

In August 2018, the FASB issued ASU 2018-13 Disclosure Framework — Changes to the Disclosure Requirements for Fair Value Measurement, which eliminates, adds, and modifies certain disclosure requirements for fair value measurements under ASC 820. This ASU is to be applied on a prospective basis for certain modified or new disclosure requirements, and all other amendments in the standard are to be applied on a retrospective basis. The new standard is effective for interim and annual periods beginning after December 15, 2019, with early adoption permitted. The Company adopted Topic 820 on January 1, 2020. The adoption of the ASU 2018-13 did not have a material impact on the Company’s consolidated financial statements.

In December 2019, the FASB issued ASU No. 2019-12, “Income Taxes” (Topic 740): Simplifying the Accounting for Income Taxes (“ASU 2019-12”). ASU 2019-12 will simplify the accounting for income taxes by removing certain exceptions to the general principles in Topic 740. The amendments also improve consistent application of and simplify GAAP for other areas of Topic 740 by clarifying and amending existing guidance. For public business entities, the amendments in this Update are effective for fiscal years, and interim periods within those fiscal years, beginning after December 15, 2020. The Company does not expect that the requirements of ASU 2019-12 will have a material impact on its consolidated financial statements.

**GREENLAND TECHNOLOGIES HOLDING CORPORATION AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**NOTE 3 – SHORT TERM INVESTMENT**

As of December 31, 2021 and 2020, the Company's short term investment amounted to \$2,105,938 and \$0, respectively. On July 1, 2021, the Company purchased an fixed income investment sponsored by Zhejiang Jilin Electronic Technology Co., LTD for \$500,000. The investment matures on June 30, 2022 and calls for guaranteed principal repayment. On August 30, 2021, the Company purchased a bank wealth management products for US\$1,547,892 (RMB10,000,000). As of December 31, 2021, the fair value of the Company's bank wealth management product was \$1,605,938 (RMB10,234,00). The Company has recognized and measured these short term investments as Level 2 assets based on the fair value hierarchy framework.

**NOTE 4 – CONCENTRATION ON REVENUES AND COST OF GOODS SOLD**

Concentration of major customers and suppliers:

	For the years ended December 31,			
	2021		2020	
Major customers representing more than 10% of the Company's revenues				
Company A	\$ 18,252,003	18.47%	\$ 15,311,874	22.90%
Company B	14,766,702	14.94%	7,699,161	11.51%
<b>Total Revenues</b>	<b>\$ 33,018,705</b>	<b>33.41%</b>	<b>\$ 23,011,035</b>	<b>34.41%</b>

	As of			
	December 31, 2021		December 31, 2020	
Major customers of the Company's accounts receivable, net				
Company A	2,157,638	13.56%	2,002,275	14.95%
Company B	2,148,131	13.50%	1,955,113	14.60%
Company C	1,957,936	12.30%	1,359,607	10.15%
<b>Total</b>	<b>\$ 6,263,705</b>	<b>39.36%</b>	<b>\$ 5,316,995</b>	<b>39.69%</b>

Accounts receivable from the Company's major customers accounted for 39.36% and 39.69% of total accounts receivable balances as of December 31, 2021 and December 31, 2020, respectively.

There was no supplier representing more than 10% of the Company's total purchases for the years ended December 31, 2021 and 2020, respectively.

**NOTE 5 – ACCOUNTS RECEIVABLE**

Accounts receivable is net of allowance for doubtful accounts.

	As of	
	December 31, 2021	December 31, 2020
Accounts receivable	\$ 16,774,321	\$ 13,395,080
Less: allowance for doubtful accounts	(859,319)	(986,532)
<b>Accounts receivable, net</b>	<b>\$ 15,915,002</b>	<b>\$ 12,408,548</b>

Changes in the allowance for doubtful accounts are as follows:

	For the years ended	
	December 31,	
	2021	2020
Beginning balance	\$ 986,532	\$ 1,037,797
Provision for doubtful accounts	(149,172)	(116,466)
Effect of FX change	21,959	65,201
<b>Ending balance</b>	<b>\$ 859,319</b>	<b>\$ 986,532</b>

**GREENLAND TECHNOLOGIES HOLDING CORPORATION AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**NOTE 6 – INVENTORIES**

	As of	
	December 31, 2021	December 31, 2020
Raw materials	\$ 9,789,196	\$ 5,682,382
Revolving material	1,078,292	742,437
Consigned processing material	67,706	51,290
Work-in-progress	2,620,821	2,015,677
Finished goods	12,271,252	6,888,277
Less: inventory impairment	(23,793)	-
<b>Inventories, net</b>	<b>\$ 25,803,474</b>	<b>\$ 15,380,063</b>

**NOTE 7 – NOTES RECEIVABLE**

	As of	
	December 31, 2021	December 31, 2020
Bank notes receivable	\$ 36,075,366	\$ 30,803,772
Commercial notes receivable	1,475,755	-
<b>Total</b>	<b>\$ 37,551,121</b>	<b>\$ 30,803,772</b>

Bank notes and commercial notes are means of payment from customers for the purchase of the Company's products and are issued by financial institutions or business entities, respectively, that entitle the Company to receive the full nominal amount from the issuers at maturity, which bear no interest and generally range from three to six months from the date of issuance. As of December 31, 2021, the Company pledged notes receivable for an aggregate amount of \$28.14 million to Bank of Communications as a means of security for issuance of bank acceptance notes in an aggregate amount of \$24.89 million. As of December 31, 2020, the Company pledged notes receivable for an aggregate amount of \$26.53 million to Bank of Communications as a means of security for issuance of bank acceptance notes for an aggregate amount of \$23.70 million. The Company expects to collect notes receivable within 6 months.

**NOTE 8 – PROPERTY, PLANT AND EQUIPMENT AND CONSTRUCTION IN PROGRESS**

(a) As of December 31, 2021 and 2020, property, plant and equipment consisted of the following:

	As of	
	December 31, 2021	December 31, 2020
Buildings	\$ 12,751,105	\$ 12,453,285
Machinery	21,930,452	20,907,623
Motor vehicles	341,697	325,850
Electronic equipment	206,122	198,955
Fixed assets decoration*	-	-
Total property plant and equipment, at cost	<b>35,229,376</b>	<b>33,885,713</b>
Less: accumulated depreciation	(16,679,022)	(13,843,189)
Property, plant and equipment, net	<b>\$ 18,550,354</b>	<b>\$ 20,042,524</b>
Construction in process	407,199	92,815
<b>Total</b>	<b>\$ 18,957,553</b>	<b>\$ 20,135,339</b>

**GREENLAND TECHNOLOGIES HOLDING CORPORATION AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**NOTE 8 – PROPERTY, PLANT AND EQUIPMENT AND CONSTRUCTION IN PROGRESS (CONTINUED)**

For the years ended December 31, 2021 and 2020, depreciation expense amounted to \$2.51 million and \$2.34 million, respectively, of which \$1.53 million and \$1.68 million, respectively, was included in cost of revenue and inventories, and the remainder was included in general and administrative expense, respectively.

For the years ended December 31, 2021 and 2020, \$0 million and \$0.51 million of construction in progress were converted into fixed assets.

Assets used as security included the following:

	As of	
	December 31, 2021	December 31, 2020
Buildings, net	\$ 11,314,916	\$ 11,050,641
Machinery, net	2,201,707	2,150,284
<b>Total</b>	<b>13,516,623</b>	<b>13,200,925</b>

As of December 31, 2021, the Company pledged its ownership interests in certain buildings for net book value of RMB72.11 million (\$11.31 million) as security with ABC Xinchang and Rural commercial bank, for its loan facility with maximum exposure of RMB104.63 million.

As of December 31, 2020, the Company pledged its ownership interests in certain buildings for net book value of RMB72.11 million (\$11.05 million) as security with ABC Xinchang and Rural commercial bank, for its loan facility with maximum exposure of RMB104.63 million.

On January 3, 2019, the Company sold a set of manufacturing equipment to third parties for aggregate proceeds of \$3.08 million (RMB21.25 million) and the Company entered into lease agreements under which the Company agreed to lease back each of the properties for an initial term of 3 years. On May 12, 2020, the Company prepaid the financing lease obligations for aggregate payment of \$1.34 million.

On April 26, 2019, the Company sold various equipment including the general assembly line and the differential assembly line to third parties for aggregate proceeds of \$2.12 million (RMB14.66 million) and the Company entered into lease agreements under which the Company agreed to lease back each of the properties for an initial term of 2 years. On April 30, 2020, the Company prepaid the financing lease obligations for aggregate payment of \$0.94 million.

On May 27, 2020, the Company sold various equipment including the general assembly line and the differential assembly line to third parties for aggregate proceeds of \$1.42 million (RMB10.00 million) and the Company entered into lease agreements under which the Company agreed to lease back each of the properties for an initial term of 2 years.

The Company determined that it did not relinquish control of the assets to the buyer-lessor. Therefore, the Company accounted for the transactions as failed sale-leaseback whereby the Company continues to depreciate the assets and recorded a financing obligation for the consideration received from the buyer-lessor.

**GREENLAND TECHNOLOGIES HOLDING CORPORATION AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**NOTE 9 – LAND USE RIGHTS**

Land use rights consisted of the following:

	As of	
	December 31, 2021	December 31, 2020
Land use rights, cost	\$ 4,827,951	\$ 4,715,188
Less: Accumulated amortization	(792,753)	(679,934)
<b>Land use rights, net</b>	<b>\$ 4,035,198</b>	<b>\$ 4,035,254</b>

As of December 31, 2021, the Company had land use rights with net book value of \$4.04 million, which were pledged as collateral for the Company's short-term bank loans. As of December 31, 2020, the Company had land use rights with net book value of \$4.04 million, which were pledged as collateral for the Company's short-term bank loans.

Estimated future amortization expense is as follows as of December 31, 2020:

Years ending December 31,	Amortization expense
2022	\$ 95,513
2023	95,513
2024	95,513
2025	95,513
2026	95,513
Thereafter	3,557,633
<b>Total</b>	<b>\$ 4,035,198</b>

**NOTE 10 – NOTES PAYABLE**

	As of	
	December 31, 2021	December 31, 2020
Bank acceptance notes	\$ 42,093,061	\$ 25,889,067
<b>Total</b>	<b>\$ 42,093,061</b>	<b>\$ 25,889,067</b>

The interest-free notes payable, ranging from nine months to one year from the date of issuance, were secured by \$6.74 million and \$2.24 million restricted cash, \$28.14 million and \$26.53 million notes receivable, and \$4.04 million and \$4.04 land use rights, as of December 31, 2021 and December 31, 2020, respectively.

All the notes payable are subject to bank charges of 0.05% of the principal amount as commission, included in the financial expenses in the statement of operations, on each loan transaction. The interest charge of notes payable is free.

**GREENLAND TECHNOLOGIES HOLDING CORPORATION AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**NOTE 11 – ACCOUNTS PAYABLE**

Accounts payable are summarized as follow:

	As of	
	December 31, 2021	December 31, 2020
Procurement of Materials	\$ 28,076,580	\$ 21,140,063
Infrastructure& Equipment	870,616	717,053
Freight fee	116,936	148,144
<b>Total</b>	<b>\$ 29,064,132</b>	<b>\$ 22,005,260</b>

**NOTE 12 – SHORT TERM BANK LOANS**

Short-term loans are summarized as follow:

	As of	
	December 31, 2021	December 31, 2020
Collateralized bank loans	\$ 7,976,336	\$ 17,261,302
Guaranteed bank loans	784,609	1,226,054
<b>Total</b>	<b>\$ 8,760,945</b>	<b>\$ 18,487,356</b>

Short-term loans as of December 31, 2021 are as follow:

Maturity Date	Type	Bank Name	Interest Rate per Annum (%)	December 31, 2021
August 23, 2022	Operating Loans	Agricultural bank of PRC	4.57	\$ 2,954,837
August 18, 2022	Operating Loans	Rural commercial bank of Xinchang	4.35	\$ 1,255,375
August 23, 2022	Operating Loans	Rural commercial bank of Xinchang	5.30	\$ 1,098,453
September 01, 2022	Operating Loans	Rural commercial bank of Xinchang	4.35	\$ 2,667,671
January 21, 2022	Operating Loans	Rural commercial bank of Xinchang	5.30	\$ 784,609
<b>Total</b>				<b>\$ 8,760,945</b>

**GREENLAND TECHNOLOGIES HOLDING CORPORATION AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**NOTE 12 – SHORT TERM BANK LOANS (CONTINUED)**

Short-term loans as of December 31, 2020 are as follow:

<b>Maturity Date</b>	<b>Type</b>	<b>Bank Name</b>	<b>Interest Rate per Annum (%)</b>	<b>December 31, 2020</b>
September 1, 2021	Operating Loans	Agricultural bank of PRC	4.44	\$ 5,950,958
September 6, 2021	Operating Loans	Agricultural bank of PRC	4.44	\$ 6,252,874
September 16, 2021	Operating Loans	Rural commercial bank of Xinchang	5.30	\$ 1,226,053
September 22, 2021	Operating Loans	Rural commercial bank of Xinchang	4.35	\$ 1,226,053
September 26, 2021	Operating Loans	Rural commercial bank of Xinchang	4.35	\$ 2,605,364
November 11, 2021	Operating Loans	SPD Rural Bank of Xinchang	5.50	1,226,054
<b>Total</b>				<b>\$ 18,487,356</b>

All short-term bank loans are obtained from local banks in the PRC and are repayable within one year.

The average annual interest rate of the short-term bank loans was 4.628% and 4.547% for the years ended December 31, 2021 and 2020, respectively. The Company was in compliance with their financial covenants as of December 31, 2021 and 2020, respectively.

**NOTE 13 – OTHER CURRENT LIABILITIES**

Other current liabilities are summarized as follow:

	<b>As of</b>	
	<b>December 31, 2021</b>	<b>December 31, 20120</b>
Employee payables	946,678	483,922
Other tax payables	31,779	1,208,323
Borrowing from third party	219,970	520,080
<b>Total</b>	<b>\$ 1,198,427</b>	<b>\$ 2,212,325</b>

**GREENLAND TECHNOLOGIES HOLDING CORPORATION AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**NOTE 14 – OTHER LONG-TERM LIABILITIES**

Other long-term liabilities are summarized as follow:

	As of	
	December 31, 2021	December 31, 2020
Subsidy	2,212,938	2,342,648
<b>Total</b>	<b>\$ 2,212,938</b>	<b>\$ 2,342,648</b>

Subsidy mainly consists of an incentive granted by the Chinese government to encourage transformation of fixed assets in China and other miscellaneous subsidy from the Chinese government. For the year ended December 31, 2021, grant income decreased by \$0.13 million, as compared to the year ended December 31, 2020. The change was mainly due to timing of incurring qualifying expenses.

**NOTE 15 – OPERATING LEASE LIABILITIES**

The Company leases most of its corporate offices under operating leases, with initial terms of 3 years. Usually within four months prior to the expiration date of a lease, the Company is required to notify the lessor and has a priority to continue renting the lease property if a lessor intends to lease property. The lease itself does not have restriction or covenants. Any damage, if made by the lessee, to the property and equipment within the property has to be fixed or reimbursed by the lessee. Supplemental cash flow information related to leases for the year ended December 31, 2021 is as follows:

Cash paid for amounts included in the measurement of lease liabilities:

Operating cash flows paid for operating leases	\$ 24,240
Right-of-use assets obtained in exchange for lease obligations:	
Operating leases	-

Supplemental balance sheet information related to leases as of December 31, 2021 is as follows:

**Operating leases:**

Operating lease right-of-use assets	\$ 80,682
Current portion of operating lease liabilities	\$ 33,308
Long-term portion of operating lease liabilities	47,614
Total operating lease liabilities	\$ 80,922

The following table summarizes the maturity of lease liabilities under operating leases as of December 31, 2021:

For the year ending December 31,	Operating Leases
2022	36,600
2023	36,960
2024	12,360
Total lease payments	85,920

**GREENLAND TECHNOLOGIES HOLDING CORPORATION AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**NOTE 16 – LEASE OBLIGATIONS**

	As of	
	December 31, 2021	December 31, 2020
Lease obligations - current	\$ 197,915	\$ 797,179
Lease obligations - non-current	—	166,292
<b>Total</b>	<b>\$ 197,915</b>	<b>\$ 963,471</b>

On January 3, 2019, the Company sold a set of manufacturing equipment to third parties for aggregate proceeds of \$3.08 million (RMB21.25 million) and the Company entered into lease agreements under which the Company agreed to lease back each of the properties for an initial term of 3 years. On May 12, 2020, the Company prepaid the financing lease obligations for aggregate payment of \$1.34 million.

On April 26, 2019, the Company sold various equipment including the general assembly line and the differential assembly line to third parties for aggregate proceeds of \$2.12 million (RMB14.66 million) and the Company entered into lease agreements under which the Company agreed to lease back each of the properties for an initial term of 2 years. On April 30, 2020, the Company prepaid the financing lease obligations for aggregate payment of \$0.94 million.

On May 27, 2020, the Company sold various equipment including its general assembly line and the differential assembly line to third parties for aggregate proceeds of \$1.42 million (RMB10.00 million). The Company also entered into lease agreements under which the Company agreed to lease back each of the properties for an initial term of 2 years.

The Company determined that it did not relinquish control of the assets to the buyer-lessor. Therefore, the sale of the equipment does not qualify for sale-leaseback accounting. As a result, the aggregate proceeds have been recorded as a financing obligation and the assets related to the sold and leased manufacturing equipment remain on the Company's Consolidated Balance Sheet and continue to be depreciated. The current and long-term portions of the financing obligation are included within long-term payables-current portion and long-term payables-non-current portion, respectively.

**GREENLAND TECHNOLOGIES HOLDING CORPORATION AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**NOTE 17 – SHAREHOLDERS’ EQUITY**

**Preferred Shares** — The Company is authorized to issue an unlimited number of no par value preferred shares, divided into five classes, Class A through Class E, each with such designation, rights and preferences as may be determined by a resolution of the Company’s board of directors to amend the Memorandum and Articles of Association to create such designations, rights and preferences. The Company has five classes of preferred shares to give the Company flexibility as to the terms on which each Class is issued. All shares of a single class must be issued with the same rights and obligations. Accordingly, starting with five classes of preferred shares will allow the Company to issue shares at different times on different terms. As of December 31, 2021 and December 31, 2020, the Company had no preferred shares designated, issued or outstanding.

**Ordinary Shares** — The Company is authorized to issue an unlimited number of no par value ordinary shares. Holders of the Company’s ordinary shares are entitled to one vote for each share. As of December 31, 2021 and December 31, 2020, there were 11,329,530 and 10,225,142 ordinary shares issued and outstanding, respectively.

On July 27, 2018, the Company consummated its initial public offering of 4,400,000 units, including a partial exercise by the underwriters of their over-allotment option in the amount of 400,000 units. Each unit consists of one ordinary share, no par value, one warrant to purchase one-half of one ordinary share and one right to receive one-tenth of one ordinary share upon the consummation of its initial business combination.

Simultaneously with the consummation of its initial public offering, the Company completed a private placement of 282,000 units, issued to Greenland Asset Management Corporation (the “Sponsor”) and Chardan Capital Markets, LLC (“Chardan”).

In 2019, in connection with the Business Combination 3,875,458 shares have been redeemed and 81,400 shares have been converted into ordinary shares, 1,906,542 ordinary shares were left outstanding upon consummation of the reverse recapitalization.

Pursuant to the Share Exchange Agreement, Greenland acquired from Cenntro Holding Limited all of the issued and outstanding equity interests of Zhongchai Holding in exchange for 7,500,000 newly issued ordinary shares, no par value of Greenland, to be issued to the Seller (the “Exchange Shares”). As a result, the Seller became the controlling shareholder of Greenland, and Zhongchai Holding became a directly and wholly owned subsidiary of Greenland. The Business Combination was accounted for as a reverse merger effected by a share exchange, wherein Zhongchai Holding is considered the acquirer for accounting and financial reporting purposes. The recapitalization of the number of ordinary shares attributable to the purchase of Zhongchai Holding in connection with the Business Combination is reflected retroactively to December 31, 2017 and will be utilized for calculating earnings per share in all prior periods presented. The impact of the stock exchange is also shown on the Company’s Statements of Shareholders’ Equity.

Pursuant to certain Finder Agreement with Hanyi Zhou, dated May 29, 2019, 50,000 newly issued ordinary shares were issued to Zhou Hanyi as a finder fee for the Business Combination.

In connection with the Business Combination, all the outstanding rights of the Company were converted into 468,200 ordinary shares on a one-tenth (1/10) ordinary share per right basis if holders of the rights elected to convert their rights into underlying ordinary shares.

Pursuant to the Service Agreement entered into and by the Company and CIIX on August 21, 2019, CIIX were to provide certain investor relations services to the Company for a period of three months beginning on August 21, 2019. Pursuant to the Service Agreement, the Company were to pay CIIX fees consisting of three equal monthly instalments of \$12,000 and 5,000 restricted ordinary shares, no par value, of the Company on a quarterly basis during the term of the Consulting Agreement. On February 24, 2020, Greenland and CIIX entered into the CIIX Termination Agreement to terminate their respective obligations under the Service Agreement. Pursuant to the CIIX Termination Agreement, the Company agreed to issue the CIIX Termination Shares to CIIX. Upon CIIX’s receipt of the CIIX Termination Shares, the Company fully satisfied its payment obligations under the Service Agreement.

Pursuant to the Investor Relations Consulting Agreement entered into and by the Company and SCCG on August 15, 2019, SCCG were to provide certain investor relations services to the Company for a period of twelve months beginning on August 15, 2019. Pursuant to the Consulting Agreement, the Company were to pay SCCG fees consisting of \$5,000 per month and 1,250 restricted ordinary shares, no par value, of the Company on a quarterly basis during the term of the Consulting Agreement. On February 25, 2020, Greenland and SCCG entered into the SCCG Termination Agreement to terminate their respective obligations under the Consulting Agreement. Pursuant to the SCCG Termination Agreement, the Company agreed to issue the SCCG Termination Shares to SCCG. Upon SCCG’s receipt of the SCCG Termination Shares, the Company fully satisfied its payment obligations under the Consulting Agreement.

On October 24, 2020, the Company’s board of directors held a meeting and executed resolutions to approve the issuance of 120,000 ordinary shares to Raymond Wang, the Company’s chief executive officer, to offset unpaid salary to him in the amount of \$120,833.33 and the issuance of 135,000 ordinary shares to Jing Jin, the Company’s chief financial officer, to offset unpaid salary to him in the amount of \$60,000 and his personal loan to the Company in the amount of \$75,000. On November 10, 2020, the Company issued 135,000 ordinary shares to Jing Jin. On December 30, 2020 and February 8, 2021, the Company issued 69,000 and 51,000 ordinary shares to Raymond Wang, respectively. In February 2021, the Company issued 48,344 ordinary shares from the exercise of warrants by certain warrant holders. On March 4, 2021, we issued 132,000 ordinary shares to Chardan from the exercise of Chardan’s unit purchase option to purchase 120,000 units. On April 19, 2021, the Company issued 2,500 ordinary shares to each of Peter Zuguang Wang, Charles Athle Nelson, Everett Xiaolin Wang, Ming Zhao and Bo Shen. On April 20, 2021, the Company issued 2,700 ordinary shares to Xiaqing Yang. On June 30, 2021, the Company closed a firm commitment offering of 857,844 ordinary shares at \$8.16 per share with gross proceeds of \$7,000,007 under its effective shelf registration statement.

**GREENLAND TECHNOLOGIES HOLDING CORPORATION AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**NOTE 17 – SHAREHOLDERS’ EQUITY (CONTINUED)**

Rights — Each holder of a right was entitled to receive one-tenth (1/10) of one ordinary share upon consummation of the Business Combination.

As of December 31, 2021, all of the existing Rights were converted into 468,200 ordinary shares as a result of the Business Combination.

Warrants — Public Warrants may only be exercised for a whole number of shares. No fractional shares will be issued upon exercise of the Public Warrants. The Public Warrants have been exercisable since October 24, 2019. No Public Warrants will be exercisable for cash unless the Company has an effective and current registration statement covering the ordinary shares issuable upon exercise of the Public Warrants and a current prospectus relating to such ordinary shares. Notwithstanding the foregoing, if a registration statement covering the ordinary shares issuable upon the exercise of the Public Warrants is not effective within 90 days from the consummation of a Business Combination, the holders may, until such time as there is an effective registration statement and during any period when the Company shall have failed to maintain an effective registration statement, exercise the Public Warrants on a cashless basis pursuant to an available exemption from registration under the Securities Act. If an exemption from registration is not available, holders will not be able to exercise their Public Warrants on a cashless basis. The Public Warrants will expire five years from the consummation of a Business Combination or earlier upon redemption or liquidation.

The Company may call the warrants for redemption (excluding the Private Warrants), in whole and not in part, at a price of \$0.01 per warrant:

- At any time while the Public Warrants are exercisable,
- Upon not less than 30 days’ prior written notice of redemption to each Public Warrant holder,
- If, and only if, the reported last sale price of the ordinary shares equals or exceeds \$16.50 per share, for any 20 trading days within a 30-trading day period ending on the third trading day prior to the notice of redemption to Public Warrant holders, and
- If, and only if, there is a current registration statement in effect with respect to the ordinary shares underlying such warrants at the time of redemption and for the entire 30-day trading period referred to above and continuing each day thereafter until the date of redemption.

If the Company calls the Public Warrants for redemption, management will have the option to require all holders that wish to exercise the Public Warrants to do so on a “cashless basis,” as described in the warrant agreement. The exercise price and number of ordinary shares issuable upon exercise of the warrants may be adjusted in certain circumstances including in the event of a stock dividend, extraordinary dividend or recapitalization, reorganization, merger or consolidation. However, the warrants will not be adjusted for issuances of ordinary shares at a price below its exercise price. Additionally, in no event will the Company be required to net cash settle the warrants. Accordingly, the warrants may expire worthless.

**GREENLAND TECHNOLOGIES HOLDING CORPORATION AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**NOTE 17 – SHAREHOLDERS’ EQUITY (CONTINUED)**

Private warrants include (i) the 282,000 warrants underlying the units issued to the Sponsor and Chardan in a private placement in connection with our initial public offering (“Private Unit Warrants”), and (ii) 120,000 warrants held by Chardan upon the exercise of its unit purchase option to purchase 120,000 units in March 2021 (“Option Warrants,” together with Private Unit Warrants, the “Private Warrants”). The Private Warrants are identical to the Public Warrants underlying the units sold in the Initial Public Offering, except that the Private Warrants and the ordinary shares issuable upon the exercise of the Private Warrants are not transferable, assignable or saleable until 30 days after the completion of a Business Combination, subject to certain limited exceptions. Additionally, the Private Warrants are exercisable on a cashless basis and are non-redeemable so long as they are held by the initial purchasers or their permitted transferees. If the Private Warrants are held by someone other than the initial purchasers or their permitted transferees, the Private Warrants will be redeemable by the Company and exercisable by such holders on the same basis as the Public Warrants.

As of December 31, 2021, there were a total of 4,705,312 Warrants outstanding, including 4,303,312 Public Warrants held by CEDE & CO, and 142,000 and 260,000 Private Warrants held by Chardan Capital Markets, LLC and the Sponsor, respectively.

**Unit Purchase Option**

On July 27, 2018, the Company sold to Chardan (and its designees), for \$100, an option to purchase up to 240,000 Units exercisable at \$11.50 per Unit (or an aggregate exercise price of \$2,760,000) commencing on the later of July 24, 2019 and the consummation of a Business Combination. The unit purchase option may be exercised for cash or on a cashless basis, at the holder’s option, and expires July 24, 2023. The units issuable upon exercise of the option are identical to those offered in the initial public offering. The Company accounted for the unit purchase option, inclusive of the receipt of \$100 cash payment, as an expense of the initial public offering resulting in a charge directly to shareholders’ equity. The option and such units purchased pursuant to the option, as well as the ordinary shares underlying such units, the rights included in such units, the ordinary shares that are issuable for the rights included in such units, the warrants included in such units, and the shares underlying such warrants, have been deemed compensation by FINRA and are therefore subject to a 180-day lock-up pursuant to Rule 5110(g) (1) of FINRA’s Nasdaq Conduct Rules. Additionally, the option may not be sold, transferred, assigned, pledged or hypothecated for a one-year period (including the foregoing 180-day period) following the date of initial public offering except to any underwriter and selected dealer participating in the initial public offering and their bona fide officers or partners. The option grants to holders demand and “piggy back” rights for periods of five and seven years, respectively, from the effective date of the registration statement with respect to the registration under the Securities Act of 1933, as amended, of the securities directly and indirectly issuable upon exercise of the option. The Company will bear all fees and expenses attendant to registering the securities, other than underwriting commissions which will be paid for by the holders themselves. The exercise price and number of units issuable upon exercise of the option may be adjusted in certain circumstances including in the event of a stock dividend, or the Company’s recapitalization, reorganization, merger or consolidation. However, the option will not be adjusted for issuances of ordinary shares at a price below its exercise price. As of December 31, 2021, an option exercisable by Chardan for 120,000 units is outstanding.

**NOTE 18 – EARNINGS PER SHARE**

The Company reports earnings per share in accordance with the provisions of the FASB’s related accounting standard. This standard requires presentation of basic and diluted earnings per share in conjunction with the disclosure of the methodology used in computing such earnings per share. Basic earnings per share excludes dilution, but includes vested restricted stocks and is computed by dividing income available to shareholders by the weighted average common shares outstanding during the period. Diluted earnings per share takes into account the potential dilution that could occur if securities or other contracts to issue ordinary shares were exercised and converted into ordinary shares. On October 24, 2019, the Company completed a reverse merger with Zhongchai Holding. The recapitalization of the number of ordinary shares attributable to the purchase of Zhongchai Holding in connection with the Business Combination is reflected retroactively to December 31, 2017 and will be utilized for calculating earnings per share in all prior periods presented. Pursuant to the CIIX Termination Agreement and the SCCG Termination Agreement, 5,000 and 10,000 restricted ordinary shares, no par value, were issued to CIIX and SCCG on March 12, 2020 and March 13, 2020 respectively.

**GREENLAND TECHNOLOGIES HOLDING CORPORATION AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**NOTE 18 – EARNINGS PER SHARE (CONTINUED)**

The following is a reconciliation of the basic and diluted (loss) earnings per share computation:

	Year ended December 31,	
	2021	2020
Net income attributable to the Greenland Technologies Holding Corporation and subsidiaries	\$ 6,265,578	\$ 6,758,502
Weighted average basic and diluted computation shares outstanding:		
Shares issued in reverse recapitalization	10,006,142	10,006,142
Restricted stock grants	285,200	219,000
Weighted average shares issued for exercise of warrants	1,038,188	—
<b>Weighted average ordinary shares</b>	<b>10,840,638</b>	<b>10,037,249</b>
Dilutive effect of stock options	—	—
Restricted stock vested not issued	—	—
<b>Ordinary shares and ordinary shares equivalents</b>	<b>10,840,638</b>	<b>10,037,249</b>
Basic and diluted net income per share	\$ 0.58	\$ 0.67

**NOTE 19 – SALES BY GEOGRAPHY**

All of the Company's operations are considered by the chief operating decision maker to be aggregated in one reportable operating segment.

Information for the Company's sales by geographical area for the years ended December 31, 2021 and 2020 are as follows:

	For the years ended December 31,	
	2021	2020
Domestic Sales	\$ 98,278,264	\$ 66,693,376
International Sales	561,636	170,999
<b>Total</b>	<b>\$ 98,839,900</b>	<b>\$ 66,864,375</b>

**NOTE 20 – INCOME TAXES**

Income tax expense includes a provision for federal, state and foreign taxes based on the annual estimated effective tax rate applicable to the Company and its subsidiaries, adjusted for items which are considered discrete to the period.

The effective tax rates on income before income taxes for the year ended December 31, 2021 was 20.23%. The effective tax rate for the year ended December 31, 2021 was lower than the PRC tax rate of 25.0% primarily due to the China Super R&D deduction.

The effective tax rates on income before income taxes for the year ended December 31, 2020 was 26.29%. The effective tax rate for the year ended December 31, 2020 was lower than the PRC tax rate of 25.0% primarily due to the China Super R&D deduction. The effective tax rate is based on forecasted annual results and these amounts may fluctuate significantly through the rest of the year as a result of the unpredictable impact of COVID-19 on its operating activities.

The Company had recorded \$0 unrecognized benefit as of December 31, 2021 and December 31, 2020, respectively. On the information currently available, the Company does not anticipate a significant increase or decrease to its unrecognized benefit within the next 12 months.

**GREENLAND TECHNOLOGIES HOLDING CORPORATION AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**NOTE 21 – COMMITMENTS AND CONTINGENCIES**

(1) Pledged collateral for bank loans

On December 6, 2019, Zhejiang Zhongchai signed a Maximum Amount Pledge Contract with Agricultural Bank of PRC Co., Ltd. Xinchang County Sub-Branch (“ABC Xinchang”), pledging its land use rights for original book value of RMB11.08 million and property ownership for original book value of RMB35.12 million as security with ABC Xinchang, for its loan facility with maximum exposure of RMB48.83 million during the period from December 6, 2019 to May 21, 2022. As of December 31, 2021 and December 31, 2020, outstanding amount of the short-term bank loan under this Pledge Contract was RMB18.83 million and RMB38.83 million, respectively.

On November 28, 2019, Zhejiang Zhongchai signed a Maximum Amount Pledge Contract with ABC Xinchang, pledging its land use rights for original book value of RMB9.84 million and property ownership for original book value of RMB27.82 million, as security with ABC Xinchang, for its loan facility with maximum exposure of RMB40.80 million during the period from November 28, 2019 to December 26, 2022. As of December 31, 2021 and December 31, 2020, outstanding amount of the short-term bank loan under this Pledge Contract was RMB0 million and RMB40.80 million, respectively.

On December 17, 2019, Zhejiang Zhongchai signed a Maximum Amount Pledge Contract with Rural Commercial Bank of PRC Co., Ltd., pledging its land use rights for original book value of RMB4.75 million and property ownership for original book value of RMB11.28 million as security, for its loan facility with maximum exposure of RMB16.95 million during the period from December 16, 2019 to December 15, 2024. As of December 31, 2021 and December 31, 2020, outstanding amount of the short-term bank loan under this Pledge Contract was RMB17.00 million and RMB17.00 million, respectively.

On December 18, 2019, Zhejiang Zhongchai signed a Maximum Amount Pledge Contract with Rural Commercial Bank of PRC Co., Ltd., pledging its land use rights for original book value of RMB4.17 million as security, for its loan facility with maximum exposure of RMB8.00 million during the period from December 16, 2019 to December 15, 2024. As of December 31, 2021 and December 31, 2020, outstanding amount of the short-term bank loan under this Pledge Contract was RMB8.00 million and RMB8.00 million, respectively.

(3) Litigation

On September 19, 2019, a purported class action challenging the Business Combination was filed in the United States District Court for the District of Delaware (the “District Court”), captioned Wheby v. Greenland Acquisition Corporation, et al., Case No. 19-1758-MN (D. Del.) (the “Action”). The Action alleged certain violations of the Securities Exchange Act of 1934, as amended, and sought, among other things, to enjoin the Business Combination from closing (or, if consummated, to rescind the Business Combination or award rescissory damages), to require the Company to issue a separate proxy statement, and to receive an award of attorneys’ fees and costs.

On October 14, 2019, the plaintiff, the Company and all other named defendants entered into a confidential memorandum of understanding (the “MOU”), pursuant to which a Stipulation and Order of Dismissal (“Stipulation of Dismissal”) of the Action was filed on October 14, 2019. The Stipulation of Dismissal was approved and entered by the District Court on October 15, 2019. Among other things, the Stipulation of Dismissal acknowledged that the Definitive Proxy Statement on Schedule 14A, filed with the Commission on December 1, 2020 mooted the plaintiff’s claims regarding the sufficiency of disclosures, dismissed all claims asserted in the Action, with prejudice as to the plaintiff only, permits the plaintiff to seek an award of attorneys’ fees in connection with the mooted claims, and reserves the defendants’ rights to oppose such an award, if appropriate. Pursuant to the MOU, the parties have engaged in discussions regarding the amount of attorneys’ fees, if any, to which the plaintiff’s counsel is entitled in connection with the Action. As of January 25, 2021, we have settled with our counter party which paid into in total \$65,000.

**Facility Leases**

The Company entered into a failed sale-leaseback transaction in August 2020. See further discussion in NOTE 16 –LEASE OBLIGATIONS.

Rent expense is recognized on a straight-line basis over the terms of the operating leases accordingly and the Company records the difference between cash rent payments and the recognition of rent expense as a deferred rent liability.

The following are the aggregate non-cancellable future minimum lease payments under operating and financing leases as of December 31, 2021:

<b>Years ending December 31,</b>	<b>Amount</b>
2022	197,915
	-
<b>Total</b>	<b>\$ 197,915</b>

**GREENLAND TECHNOLOGIES HOLDING CORPORATION AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**NOTE 22 – RELATED PARTY TRANSACTIONS**

**(a) Names and Relationship of Related Parties:**

	<b>Existing Relationship with the Company</b>
Sinomachinery Holding Limited	Under common control of Peter Zuguang Wang
Cenntro Holding Limited	Controlling shareholder of the Company
Zhejiang Kangchen Biotechnology Co., Ltd.	Under common control of Peter Zuguang Wang
Cenntro Smart Manufacturing Tech. Co., Ltd.	Under common control of Peter Zuguang Wang
Zhejiang Zhonggong Machinery Co., Ltd.	Under common control of Peter Zuguang Wang
Zhejiang Zhonggong Agricultural Equipment Co., Ltd.	Under common control of Peter Zuguang Wang
Xinchang County Jiuxin Investment Management Partnership (LP)	Under control of Mr. Mengxing He, the General Manger and one of the directors of Zhejiang Zhongchai
Zhuhai Hengzhong Industrial Investment Fund (Limited Partnership)	Under common control of Peter Zuguang Wang
Hangzhou Cenntro Autotech Co., Limited	Under common control of Peter Zuguang Wang
Peter Zuguang Wang	Chairman of the Company
Greenland Asset Management Corporation	Shareholder of the Company
Hangzhou Jiuru Economic Information Consulting Co. Ltd	One of the directors of Hengyu
Xinchang County Jiuhe Investment Management Partnership (LP)	Under control of Mr. Mengxing He, the General Manger and one of the directors of Zhejiang Zhongchai/NCI of Zhejiang Zhongchai
Cenntro Automotive Corporation	Under common control of Peter Zuguang Wang

**(b) Summary of Balances with Related Parties:**

	<b>As of</b>	
	<b>December 31, 2021</b>	<b>December 31, 2020</b>
<b>Due to related parties:</b>		
Sinomachinery Holding Limited <sup>1</sup>	\$ -	\$ 1,775,869
Zhejiang Kangchen Biotechnology Co., Ltd <sup>2</sup>	-	64,505
Zhejiang Zhonggong Machinery Co., Ltd. <sup>3</sup>	409,807	538,166
Zhejiang Zhonggong Agricultural Equipment Co., Ltd. <sup>4</sup>	-	-
Cenntro Smart Manufacturing Tech. Co., Ltd. <sup>5</sup>	2,903	3,602
Zhuhai Hengzhong Industrial Investment Fund (Limited Partnership) <sup>6</sup>	94,442	514,365
Cenntro Holding Limited <sup>7</sup>	1,341,627	1,591,627
Peter Zuguang Wang <sup>7</sup>	-	25,000
Cenntro Automotive Corporation <sup>7</sup>	11,462	-
Xinchang County Jiuxin Investment Management Partnership (LP) <sup>7</sup>	1,569,218	4,347,985
Hangzhou Jiuru Economic Information Consulting Co. Ltd <sup>7</sup>	190,000	190,000
<b>Total</b>	<b>\$ 3,619,459</b>	<b>\$ 9,051,119</b>

The balance of due to related parties as of December 31, 2021 and December 31, 2020 consisted of:

- 1 Overpayment from Sinomachinery Holding Limited for certain purchase order;
- 2 Temporary borrowings from Zhejiang Kangchen Biotechnology Co., Ltd.,
- 3 Unpaid balances for purchasing of materials and equipment and temporary borrowing from Zhejiang Zhonggong Machinery Co., Ltd.;
- 4 Unpaid balances for purchasing of materials from Zhejiang Zhonggong Agricultural Equipment Co., Ltd.;
- 5 Prepayment from Cenntro Smart Manufacturing Tech. Co., Ltd.
- 6 Temporary borrowings from Zhuhai Hengzhong Industrial Investment Fund (Limited Partnership); and
- 7 Borrowings from related parties.

**GREENLAND TECHNOLOGIES HOLDING CORPORATION AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**NOTE 22 – RELATED PARTY TRANSACTIONS (CONTINUED)**

	<b>As of</b>	
	<b>December 31,</b>	<b>December 31,</b>
	<b>2021</b>	<b>2020</b>
<b>Due from related parties-current:</b>		
Zuhai Hengzhong Industrial Investment Fund (Limited Partnership)	219,691	-
Cenntro Holding Limited	\$ 39,459,874	\$ 38,535,171
<b>Total</b>	<b>\$ 39,679,565</b>	<b>\$ 38,535,171</b>

The balance of due from related parties as of December 31, 2021 and December 31, 2020 consisted of:

Other receivable from Cenntro Holding Limited was \$39.68 million and \$38.5 million as of December 31, 2021 and December 31, 2020, respectively.

The Company expects the amount due from its equity holder, Cenntro Holding will pay back based on certain payment schedules, with the last payment to be made by June 30, 2024, as the Company and Cenntro Holding Limited mutually agreed to an extension of the repayment deadline from April 27, 2022.

**GREENLAND TECHNOLOGIES HOLDING CORPORATION AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**NOTE 22 – RELATED PARTY TRANSACTIONS (CONTINUED)**

**(c) Summary of Related Party Funds Lending:**

A summary of funds lending with related parties for the years ended December 31, 2021 and 2020 are listed below:

	<b>For the years ended December 31,</b>	
	<b>2021</b>	<b>2020</b>
<b>Withdraw funds from related parties:</b>		
Zhejiang Zhonggong Machinery Co., Ltd.	77,611	646,926
Cenntro Holding Limited	251,973	251,973
Xinchang County Jiuxin Investment Management Partnership (LP)	-	435,249
Zhuhai Hengzhong Industrial Investment Fund (Limited Partnership)	35,080	79,796
Peter Zuguang Wang	25,000	25,000
Greenland Asset Management Corporation	-	70,000
Cenntro Smart Manufacturing Tech. Co., Ltd.	29,647	-

	<b>For the years ended December 31,</b>	
	<b>2021</b>	<b>2020</b>
<b>Deposit funds with related parties:</b>		
Zhejiang Zhonggong Machinery Co., Ltd.	139,699	594,841
Zhuhai Hengzhong Industrial Investment Fund (Limited Partnership)	677,697	43,525
Greenland Asset Management Corporation	-	70,000
Xinchang County Jiuxin Investment Management Partnership (LP)	2,851,515	-
Cenntro Smart Manufacturing Tech. Co., Ltd.	36,632	-
Peter Zuguang Wang	25,000	-
Cenntro Holding Limited	250,000	-
Zhejiang Kangchen Biotechnology Co., Ltd	64,505	-

**(d) Summary of Related Party dividend payment:**

A summary of dividend payment to related parties for the years ended December 31, 2021 and 2020 are listed below:

	<b>For the years ended December 31,</b>	
	<b>2021</b>	<b>2020</b>
<b>Dividend payment to related parties:</b>		
Xinchang County Jiuxin Investment Management Partnership (LP)	-	1,517,173

**NOTE 23 – SUBSEQUENT EVENTS**

Management has evaluated subsequent events through the date that the financial statements were available to be issued, which is March 31, 2022. All subsequent events requiring recognition as of December 31, 2021 have been incorporated into these financial statements and there are no other subsequent events that require disclosure in accordance with FASB ASC Topic 855 unless otherwise disclosed below.

On or about March 30, 2022, the Company approved a repayment schedule by Cenntro Holding Limited (“Cenntro”) whereby Cenntro will begin repaying the Company in September of 2022 and it will secure the outstanding debt by pledging marketable securities to the Company with an approximate value of \$30 million.

## **ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE**

None.

### **ITEM 9A. CONTROLS AND PROCEDURES**

#### ***Evaluation of Disclosure Controls and Procedures***

Disclosure controls, as under Rule 13a-15(e) and 15d-15(e) promulgated under the Exchange Act, defined are procedures that are designed with the objective of ensuring that information required to be disclosed in our reports filed under the Exchange Act, such as this report, is recorded, processed, summarized, and reported within the time specified in the SEC's rules and forms. Disclosure controls are also designed with the objective of ensuring that such information is accumulated and communicated to our management, including the Chief Executive Officer and Chief Financial Officer, as appropriate to allow timely decisions regarding required disclosure.

As of December 31, 2021, the end of the fiscal year covered by this Report, our management, under the supervision and with the participation of our Chief Executive Officer and Chief Financial Officer, performed an evaluation of the effectiveness of our disclosure controls and procedures.

Based on the evaluation, our Chief Executive Officer and Chief Financial Officer concluded that, as of December 31, 2021, our disclosure controls and procedures were ineffective. They reached this conclusion due to the presence of material weakness in internal controls over financial reporting as described below. Greenland's management anticipates that the Company's disclosure controls and procedures will remain ineffective until such material weaknesses are remediated.

#### ***Management's Annual Report on Internal Control over Financial Reporting***

Our management is responsible for establishing and maintaining adequate internal control over financial reporting, as such item is defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act, for the Company. Internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of our assets; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that our receipts and expenditures are being made only in accordance with authorizations of its management and directors; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of our assets that could have a material effect on the financial statements.

Under the supervision and with the participation of our Chief Executive Officer, we conducted an evaluation on the effectiveness of our internal control over financial reporting as of December 31, 2021 based on the framework set forth in Internal Control-Integrated Framework (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). Based on the evaluation under this framework, Greenland's management concluded that the Company's internal control over financial reporting was ineffective as of the evaluation date due to the following material weakness:

- The lack of sufficient and competent financial reporting and accounting personnel with appropriate knowledge of U.S. GAAP and SEC reporting requirements to prepare consolidated financial statements and related disclosures in accordance with U.S. GAAP and SEC reporting requirements.

Based on the above factors, management concluded that our insufficient knowledge of U.S. GAAP and SEC rules represents a material weakness in the Company's internal control over financial reporting as of December 31, 2021.

As a result, the Company has developed a remedial plan to strengthen its accounting and financial reporting functions. To strengthen the Company's internal control over financial reporting, the Company expects to implement the following remedial actions during fiscal year 2021:

- Developing and formalizing of key accounting and financial reporting policies and procedures;
- Recruiting more financial reporting and accounting personnel who have adequate U.S. GAAP knowledge;
- Training key position staff by U.S. accountant with U.S. corporate accounting experiences, and gaining additional knowledge and professional skills about SEC regulations and U.S. GAAP;
- Planning to acquire additional resources to strengthen the financial reporting function and set up a financial and system control framework; and
- establishing effective oversight and clarifying reporting requirements for non-recurring and complex transactions to ensure consolidated financial statements and related disclosures are accurate, complete and in compliance with U.S. GAAP and SEC reporting requirements.

### ***Inherent Limitations on Disclosure Controls and Procedures and Internal Control over Financial Reporting***

The effectiveness of any system of internal control over financial reporting, including ours, is subject to inherent limitations, including the exercise of judgment in designing, implementing, operating, and evaluating the controls and procedures, and the inability to eliminate misconduct completely. Accordingly, any system of internal control over financial reporting, including ours, no matter how well designed and operated, can only provide reasonable, not absolute assurances. In addition, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate. We intend to continue to monitor and upgrade our internal controls as necessary or appropriate for our business, but cannot assure you that such improvements will be sufficient to provide us with effective internal control over financial reporting.

Notwithstanding the material weakness in our internal control over financial reporting, the consolidated financial statements included in this Annual Report on Form 10-K fairly present, in all material respects, our financial position, results of operations and cash flows for the periods presented in conformity with accounting principles generally accepted in the United States of America.

### ***Attestation Report of the Registered Public Accounting Firm***

This Report does not include an attestation report of our independent registered public accounting firm regarding internal control over financial reporting because we are an emerging growth company as defined under the JOBS Act. Our management's report was not subject to attestation by our independent registered public accounting firm pursuant to the rules of the SEC that permit us to provide only management's report in this Report.

### ***Changes in Internal Control over Financial Reporting***

There was no change in our internal control over financial reporting during the fiscal year ended December 31, 2021 that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

### **ITEM 9B. OTHER INFORMATION**

None.

### **ITEM 9C. DISCLOSURE REGARDING FOREIGN JURISDICTIONS THAT PREVENT INSPECTIONS**

Not Applicable.

### PART III

#### **ITEM 10. DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE**

The following table sets forth information regarding each of our current directors and executive officers:

<b>Name</b>	<b>Age</b>	<b>Position</b>
Peter Zuguang Wang <sup>(5)</sup>	67	Chairman of the Board of Directors
Raymond Z. Wang	38	Chief Executive Officer and President
Jing Jin	38	Chief Financial Officer
Lei Chen	61	Chief Scientist
Ming Zhao <sup>(1)(4)</sup>	45	Independent Director
Charles Athle Nelson <sup>(1)(2)(3)(4)</sup>	69	Independent Director
Everett Xiaolin Wang <sup>(2)(3)(4)</sup>	60	Independent Director
Frank Shen <sup>(1)(2)(3)(5)</sup>	52	Independent Director

- (1) Member of the audit committee
- (2) Member of the compensation committee
- (3) Member of the nominating and corporate governance committee
- (4) Class I director
- (5) Class II director

**Mr. Peter Zuguang Wang** has served as the chairman of the board of directors of the Company since October 24, 2019. In addition, Mr. Wang has served as Zhongchai Holding's sole director since its inception in April, 2009. He has also served as the Chief Executive Officer of Cenntro Automotive Group, a company that designs and manufactures all-electric utility vehicles for sale in the United States, Europe and PRC, since February 2014. Mr. Wang co-founded UTStarcom in 1990 and was the Executive Vice President until August 30, 1995. From August 1995 to December 2000, Mr. Wang was the Chairman and Chief Executive Officer of World Communication Group, an international telecommunication company. From December 2000 to August 2009, Mr. Wang was the Chairman and Chief Executive Officer of PRC Quantum Communication Limited (later changed to Techedge, Inc. and then to PRC Biopharma, Inc.), a telecommunication services company. Previously, Mr. Wang worked at AT&T Bell Labs and Racal-Milgo Information System. Mr. Wang was also the Co-Chairman of Business Advisory Council of the National Republican Congressional Committee during the period of 1994 to 1995. Mr. Wang earned his dual Bachelor of Science degrees in Mathematics and Computer Science and Master of Science degree in Electrical Engineering from University of Illinois at Urbana-Champaign. He received a Master of Business Administration degree in Marketing from Nova South-eastern University.

**Mr. Raymond Z. Wang** has served as our Chief Executive Officer and President since October 24, 2019. He has also served as the Chief Executive Officer of Zhongchai Holding since April 2019. From November 2017 to March 2019, Mr. Wang was the President of Devirra Corporation, a warehousing management and logistic company. From August 2007 to July 2017, Mr. Wang worked as the Vice President at Bank of America Merrill Lynch, developing a client acquisition channel for an online platform. From December 2005 to March 2007, Mr. Wang served as the Financial Advisor at Cowan Financial Group, a full-service financial planning and consulting firm, in New York. Mr. Wang received his Bachelor's degree in Economics from Rutgers University. Mr. Wang serves as Vice Chairman of the board of ONE Project, a non-profit organization that unifies local communities to collectively tackle social issues such as hunger.

**Mr. Jing Jin** has served as our Chief Financial Officer since October 24, 2019. He has also served as the Chief Financial Officer of Zhongchai Holding since August 2019. Prior to that, Mr. Jin served as the Chief Financial Officer of Tantech Holdings Ltd. (Nasdaq: TANH), a manufacturer of bamboo-based charcoal products in PRC, from May 2016 to June 2019. From January 2014 to February 2015, Mr. Jin served as Senior Adviser for AAIC (Shanghai) Co., Ltd., a consulting company in PRC, responsible for overseeing M&A transactions. From September 2011 to November 2013, he worked as a senior financial adviser in CanAccess Int'l Financial Consultants Ltd. in Vancouver, Canada, responsible for small-medium enterprises' financing both in private and public sectors. From December 2008 to August 2011, Mr. Jin was an audit associate at MaloneBailey LLP, an accounting firm, in its offices in Canada and PRC. Mr. Jin graduated from Simon Fraser University in June 2008 in Burnaby, Canada with a Bachelor of Business Administration degree.

**Mr. Lei Chen** has served as our Chief Scientist since October 24, 2019. He has also served as the Chief Scientist of Zhongchai Holding since April 2019. Prior to that, he was the Chief Scientist of Cenntro Automotive Group from July 2016 to March 2019 and responsible for technology development. Prior to that, Dr. Chen was a development consultant to Pinnacle Engines, Inc., a technology company specializing in four-stroke engines from July 2013 to January 2016. He served as a Vice President of KLD Energy Technologies, Inc., a company that develops sustainable propulsion technologies for the electric vehicle markets, and was in charge of the research and development of electrical motors from June 2009 to July 2013. He also founded GOTOAUTO.COM, a data engine software company, and served as its Chief Technology Officer from March 1999 to September 2002. Prior to that, he was the principal consultant to E2 Capital Partners, a marketing consulting company, from 1996 to 1999, and a sales director of PcBX Systems, Inc., a technology company with PC based-PBX products, from 1994 to 1995. Dr. Chen has a Ph.D. in Physics from the University of Texas at Austin and a Bachelor degree in Physics from Shandong University, PRC.

**Mr. Ming Zhao** has served as our independent director since December 2020. Mr. Zhao has served as the chief financial officer at China Jo-Jo Drugstores Inc (Nasdaq: CJJD) since August 2011. From December 2006 through August 2011, Mr. Ming Zhao served as a senior auditor at Sherb & Co., LLP. From January through June 2003, Mr. Zhao served as a financial analyst at Microsoft Corporation. Mr. Zhao is a licensed certified public accountant. He received his bachelor's degree in accounting from Central University of Finance and Economic in Beijing in July 1999 and his master's degree in professional accounting from the University of Washington in December 2002.

**Mr. Charles Athle Nelson** has served as our independent director since December 2020. Mr. Nelson has been active in the capital markets for the past 35 years. He began his financial career as a market representative with American International Group and in 1979 joined Dean Witter Reynolds as a Financial Advisor, working with high net worth and institutional clients. In 1980, he joined Drexel Burnham and Lambert, and subsequently, at Ladenberg, Thalmann and then at Auerbach Pollack and Richardson originated equity and investment banking transactions. Over the last 20 years, Mr. Nelson has been involved with financing companies in the fintech, healthcare and bio-pharma spaces through private equity and public financing including listings on the Nasdaq and the NYSE. Mr. Nelson holds a Bachelor in Arts degree from Villanova University and an MBA from Rutgers University.

**Mr. Everett Xiaolin Wang** has served as our director since October 24, 2019. Dr. Wang serves as a professor at School of Information Engineering of Guangdong University of Technology in Guangdong, PRC and a distinguished professor under the University 100 Talents Plan. He has served as session or local chairs of IEEE International Conference in 2013, 2015, 2016 and 2018. Since 2014, he has been reviewer for IEEE Transaction on Intelligent Transportation Systems, as well as Journal of Nonlinear Dynamics. From October 1993 to June 2006, Dr. Wang worked as an engineer at Intel Corporation and was responsible for stress modelling, quantum tunnelling, quantum size effect, 3D mesh generation, hydrodynamic simulation, Monte Carlo modelling and photonic IC design. Dr. Wang received his Bachelor of Science degree in Physics from Peking University, his Master of Science degree in Theoretical Physics from Institute of Theoretical Physics, Academy of Sciences of PRC and his Ph.D. degree from the University of Texas at Austin in Electrical and Computer Engineering.

**Mr. Frank Shen** has served as our independent director since December 2020. Mr. Shen has more than 20 years of research and development and operation experience in telecommunication and networking technology. Since 2006, he serves as the founder and CEO of Eastern international, an export trading company that specializes in the shipment of wastes and recycling materials from America manufacturing companies to China. Since 2010, Mr. Shen also served in many non-profit organizations and community service groups. Mr. Shen serves as the president of New Jersey Chinese Computer Professionals Society, the principal of HUAXIA Chinese school. Mr. Shen received his bachelor degree in Electrical & Computer Engineering and his master of telecommunication from Zhejiang University.

#### **Family Relationships**

Mr. Peter Zuguang Wang and Mr. Raymond Z. Wang are father and son, respectively. None of our other directors or executive officers has a family relationship as defined in Item 401 of Regulation S-K.

#### **Involvement in Certain Legal Proceedings**

To the best of our knowledge, none of our directors or executive officers has, during the past ten years:

- Been convicted in a criminal proceeding or been subject to a pending criminal proceeding (excluding traffic violations and other minor offenses);
- Had any bankruptcy petition filed by or against the business or property of the person, or of any partnership, corporation or business association of which he was a general partner or executive officer, either at the time of the bankruptcy filing or within two years prior to that time;
- Been subject to any order, judgment, or decree, not subsequently reversed, suspended or vacated, of any court of competent jurisdiction or federal or state authority, permanently or temporarily enjoining, barring, suspending or otherwise limiting, his involvement in any type of business, securities, futures, commodities, investment, banking, savings and loan, or insurance activities, or to be associated with persons engaged in any such activity
- Been found by a court of competent jurisdiction in a civil action or by the SEC or the Commodity Futures Trading Commission to have violated a federal or state securities or commodities law, and the judgment has not been reversed, suspended, or vacated;

- Been the subject of, or a party to, any federal or state judicial or administrative order, judgment, decree, or finding, not subsequently reversed, suspended or vacated (not including any settlement of a civil proceeding among private litigants), relating to an alleged violation of any federal or state securities or commodities law or regulation, any law or regulation respecting financial institutions or insurance companies including, but not limited to, a temporary or permanent injunction, order of disgorgement or restitution, civil money penalty or temporary or permanent cease-and-desist order, or removal or prohibition order, or any law or regulation prohibiting mail or wire fraud or fraud in connection with any business entity; or
- Been the subject of, or a party to, any sanction or order, not subsequently reversed, suspended or vacated, of any self-regulatory organization (as defined in Section 3(a) (26) of the Exchange Act), any registered entity (as defined in Section 1(a) (29) of the Commodity Exchange Act), or any equivalent exchange, association, entity or organization that has disciplinary authority over its members or persons associated with a member.

### **Director Independence**

Rule 5605 of the Nasdaq Listing Rules requires a majority of a listed company's board of directors to be comprised of independent directors within one year of listing. In addition, the Nasdaq Listing Rules require that, subject to specified exceptions, each member of a listed company's audit, compensation, and nominating and corporate governance committees be independent, that audit committee members also satisfy independence criteria set forth in Rule 10A-3 under the Exchange Act, and that compensation committee members also satisfy heightened independence requirements contained in the Nasdaq Listing Rules as well as Rule 10C-1 under the Exchange Act.

Under Nasdaq Rule 5605(a) (2), a director will only qualify as an "independent director" if, in the opinion of our board of directors, that person does not have a relationship that would interfere with the exercise of independent judgment in carrying out the responsibilities of a director. In order to be considered independent for purposes of 10A-3 under the Exchange Act, a member of an audit committee of a listed company may not, other than in his or her capacity as a member of the audit committee, the board of directors, or any other board committee, accept, directly or indirectly, any consulting, advisory, or other compensatory fee from the listed company or any of its subsidiaries or otherwise be an affiliated person of the listed company or any of its subsidiaries. When determining the independence of the members of our compensation committee under the heightened independence requirements contained in the Nasdaq Listing Rules and Rule 10C-1 under the Exchange Act, our board of directors is required to consider all factors specifically relevant to determining whether a director has a relationship with us that is material to that director's ability to be independent from management in connection with the duties of a compensation committee member, including, but not limited to: (1) the source of compensation of that director, including any consulting, advisory, or other compensatory fee paid by us to that director; and (2) whether that director is affiliated with our Company, a subsidiary of our Company, or an affiliate of a subsidiary of our Company.

Our board of directors has reviewed the composition of our board of directors and its committees and the independence of each director. Based upon information requested from and provided by each director concerning his or her background, employment, and affiliations, including family relationships, our board of directors has determined that Mr. Ming Zhao, Mr. Charles Athle Nelson, Mr. Everett Xiaolin Wang and Mr. Frank Shen are "independent directors" as defined under Rule 5605(a) (2) of the Nasdaq Listing Rules.

Our board of directors also determined that Mr. Ming Zhao, Mr. Charles Athle Nelson, and Mr. Frank Shen, who comprise our audit committee, and Mr. Everett Xiaolin Wang, Mr. Charles Athle Nelson and Mr. Frank Shen, who comprise our compensation committee, satisfy the independence standards for such committees established by the SEC and the Nasdaq Listing Rules, as applicable. In making such determinations, our board of directors considered the relationships that each such non-employee director has with our Company and all other facts and circumstances our board of directors deemed relevant in determining independence, including the beneficial ownership of our share capital by each non-employee director.

## **Number and Terms of Office of Officers and Directors**

The directors of the board of directors consist of two classes, being the class I directors (the “Class I Directors”) and the class II directors (the “Class II Directors”). The term of office of the first class of directors, consisting of Mr. Ming Zhao, Mr. Everett Xiaolin Wang, and Mr. Charles Athle Nelson, will expire at the annual general meeting in 2022. The term of office of the second class of directors, consisting of Mr. Peter Zuguang Wang and Mr. Frank Shen, will expire at the annual general meeting in 2023. Directors elected to succeed those directors whose terms expire shall be elected for a term of office to expire at the second annual meeting following their election. Except as the BVI Business Companies Act, 2004 (the “Act”) or any applicable law may otherwise require, in the interim between an annual general meeting, or general meeting called for the election of directors, and the removal of one or more directors, any vacancy on the board of directors may be filled by the majority vote of the remaining directors.

Each director holds office for the term, if any, fixed by the Resolution of Members or Resolution of Directors appointing him or pursuant to Regulation 9.1 or 9.8 of our amended and restated Memorandum of Association and Articles of Association, or until his earlier death, resignation or removal. If no term is fixed on the appointment of a director, the director serves indefinitely until his earlier death, resignation or removal.

The minimum number of directors shall be one and there shall be no maximum number of directors.

## **Board Meetings**

Our board of directors held two meetings during the fiscal year ended December 31, 2021. All directors attended the meeting of the board of directors.

## **Committees of the Company’s Board of Directors**

Our board of directors has three standing committees: an audit committee, a compensation committee, and a corporate governance committee. All the directors consisting of the audit committee, the compensation committee, and the corporate governance committee are independent.

### ***Audit Committee***

We have established an audit committee of the board of directors. Mr. Ming Zhao, Mr. Frank Shen and Mr. Charles Athle Nelson serve as members of our audit committee. Mr. Ming Zhao serves as chairman of the audit committee. Under the Nasdaq listing standards and applicable SEC rules, we are required to have three members of the audit committee all of whom must be independent. Mr. Ming Zhao, Mr. Frank Shen and Mr. Charles Athle Nelson are independent.

Each member of the audit committee is financially literate and our board of directors has determined that Mr. Zhao qualifies as an “audit committee financial expert” as defined in applicable SEC rules.

The Company’s audit committee will be responsible for, among other things:

- Selecting a qualified firm to serve as the independent registered public accounting firm to audit the Company’s financial statements;
- Helping to ensure the independence and performance of the independent registered public accounting firm;
- Discussing the scope and results of the audit with the independent registered public accounting firm and reviewing, with management and the independent registered public accounting firm, the Company’s interim and year-end financial statements;
- Developing procedures for employees to submit concerns anonymously about questionable accounting or audit matters;
- Reviewing the Company’s policies on and oversees risk assessment and risk management, including enterprise risk management;
- Reviewing the adequacy and effectiveness of internal control policies and procedures and the Company’s disclosure controls and procedures;

- Reviewing related person transactions; and
- Approving or, as required, pre-approving, all audit and all permissible non-audit services, other than de minimis non-audit services, to be performed by the independent registered public accounting firm.

#### ***Compensation Committee***

Subject to the requirement of law or the Nasdaq listing rules, we have established a compensation committee of the board of directors. The members of our compensation committee are Mr. Everett Xiaolin Wang, Mr. Frank Shen and Mr. Charles Athle Nelson. Mr. Charles Athle Nelson serves as chairman of the compensation committee. The Company's compensation committee will be responsible for, among other things:

- Reviewing, approving and determining the compensation of the Company's officers and key employees;
- Reviewing, approving and determining compensation and benefits, including equity awards, to directors for service on the board of directors or any committee thereof;
- Administering the Company's equity compensation plans;
- Reviewing, approving and making recommendations to the board of directors regarding incentive compensation and equity compensation plans; and
- Establishing and reviewing general policies relating to compensation and benefits of the Company's employees.

#### ***Compensation Committee Interlocks and Insider Participation***

None of the Company's officers currently serves, and in the past year has not served, (i) as a member of the compensation committee or the board of another entity, one of whose officers served on the Company's compensation committee, or (ii) as a member of the compensation committee of another entity, one of whose officers served on our board of directors.

#### ***Nominating and Corporate Governance Committee***

Subject to the requirement of law or the Nasdaq listing rules, we have established a nominating and corporate governance committee of the board of directors. The members of our nominating and corporate governance committee are Mr. Everett Xiaolin Wang, Mr. Frank Shen and Mr. Charles Athle Nelson. Mr. Frank Shen serves as chairman of the nominating committee. We have adopted a compensation committee charter, which details the principal functions of the compensation committee, including:

Each of the members of the nominating and corporate governance committee will meet the requirements for independence under the applicable rules and regulations of the SEC and rules of Nasdaq. The nominating and corporate governance committee is responsible for, among other things:

- Identifying, evaluating and selecting, or making recommendations to the board of directors regarding, nominees for election to the board of directors and its committees;
- Evaluating the performance of the board of directors and of individual directors;
- Considering, and making recommendations to the board of directors regarding, the composition of the board of directors and its committees;
- Reviewing developments in corporate governance practices;
- Evaluating the adequacy of the corporate governance practices and reporting;

- Reviewing related person transactions; and
- Developing, and making recommendations to the board of directors regarding, corporate governance guidelines and matters.

### Code of Ethics

We have adopted a code of ethics that applies to all of our executive officers, directors and employees. The code of ethics codifies the business and ethical principles that govern all aspects of our business. Our code of ethics is filed as an exhibit attached to the Form 8-K we filed with the SEC on October 30, 2019. If we amend or grant a waiver of one or more of the provisions of our code of ethics, we intend to satisfy the requirements under Item 5.05 of Form 8-K regarding the disclosure of amendments to or waivers from provisions of our code of ethics that apply to our principal executive officer, principal financial officer and principal accounting officer by posting the required information on our website at the above address.

### Delinquent Section 16(a) Reports

Section 16(a) of the Exchange Act requires our directors, executive officers, and greater than 10% beneficial owners of our ordinary shares to file reports of ownership and changes in ownership with the SEC. Directors, executive officers, and greater than 10% shareholders are required by the rules and regulations of the SEC to furnish us with copies of all Section 16(a) reports they file. Based solely on the Company's review of the copies of such forms it has received and written representations from certain reporting persons, the Company believes that all of its officers, directors and greater than 10% beneficial owners, complied with all Section 16(a) filing requirements applicable to them during the Company's most recently completed fiscal year.

## ITEM 11. EXECUTIVE COMPENSATION

### Compensation of Executive Officers

The following table presents summary information concerning compensation that was paid for services rendered by our named executive officers during the fiscal years ended December 31, 2021 and 2020.

<u>Name and Principal Position</u>	<u>Year</u>	<u>Salary (\$)</u>	<u>Bonus (\$)</u>	<u>Stock Awards (\$)</u>	<u>Option Awards (\$)</u>	<u>Non-Equity Incentive Plan Compensation (\$)</u>	<u>Nonqualified deferred compensation earnings (\$)</u>	<u>All Other Compensation (\$)</u>	<u>Total (\$)</u>
Raymond Z. Wang, Chief Executive Officer and President <sup>(1)</sup>	2021	145,000	-	395,760	-	-	-	-	540,760
	2020	145,000	-	69,000	-	-	-	-	214,000
Jing Jin, Chief Financial Officer <sup>(2)</sup>	2021	136,000	-	-	-	-	-	-	136,000
	2020	72,000	-	135,000	-	-	-	-	207,000
Lei Chen, Chief Scientist <sup>(3)</sup>	2021	-	-	-	-	-	-	-	-
	2020	-	-	-	-	-	-	-	-

(1) Mr. Wang has served as the Chief Executive Officer and President of the Company since October 24, 2019.

(2) Mr. Jin has served as the Chief Financial Officer of the Company since October 24, 2019.

(3) Mr. Chen has served as the Chief Scientist of the Company since October 24, 2019.

## Employment Agreements

On October 24, 2019, the Company entered into employment agreements (each an “Employment Agreement,” collectively, the “Employment Agreements”) with Mr. Raymond Z. Wang, Mr. Jing Jin, and Mr. Lei Chen (each an “officer,” collectively, “Officers”), all of which are filed as exhibits to the form 8-K we filed with the SEC on October 30, 2019.

Under the Employment Agreements, each Officer is employed for a term of three years. Our Employment Agreements with each Officer will be automatically extended for additional one-year terms unless we or such Officer provides a three-month prior notice to the other party prior to the expiration of the applicable term. We may terminate the employment with any Officer for cause, at any time, without advance notice or remuneration, for certain acts of the Officer, including, but not limited to, conviction or plea of guilty to a crime, gross negligence, dishonest act that has caused detriment to the Company, or a failure to perform agreed duties. The Company may terminate the employment with the Officer without cause, at any time, upon one-month prior written notice. Upon termination without cause, the Company shall provide certain severance payments and benefits to the executive specified in the Employment Agreements. The Officer may terminate the Employment at any time with a one-month prior written notice to the Company, if (1) there is a material reduction in the Officer’s authority, duties and responsibilities, or (2) there is a material reduction in the Officer’s annual salary.

Each of the Officers agreed, at all times during the term of the employment and after his termination, to hold in the strictest confidence, and not to use, except for the benefit of the Company, or to disclose to any person, corporation or other entity without prior written consent of the Company, any confidential information defined therein.

## Outstanding Equity Awards at Fiscal Year-End

None.

## Option Exercise and Stock Vested Table

In the fiscal year ended December 31, 2021, there was no exercise of stock options, share appreciation rights or similar instruments, or vesting of shares, including restricted shares, restricted share units and similar instruments by our executive officers.

## Pension Benefits

We do not offer our executive officers or employees any pension plan or similar plan that provides for payments or other benefits at, following or in connection with retirement.

## Potential Payments Upon Termination or Change in Control

None.

## Compensation of Directors

We do not pay our directors in connection with attending individual board meetings, but we reimburse our directors for expenses incurred in connection with such meetings. In addition to reimbursement for reasonable expenses incurred in connection with serving on the board of directors, we paid our directors who served during the fiscal year ended December 31, 2021 compensation as follows:

**Director Compensation Table**

<b>Name</b>	<b>Fees earned or paid in cash (\$)</b>	<b>Stock awards (\$)</b>	<b>Option awards (\$)</b>	<b>Non-equity incentive plan compensation (\$)</b>	<b>Nonqualified deferred compensation earnings (\$)</b>	<b>All other compensation (\$)</b>	<b>Total (\$)</b>
Peter Zuguang Wang	-	20,575	-	-	-	-	20,575
Ming Zhao	-	20,575	-	-	-	-	20,575
Charles Athle Nelson	-	20,575	-	-	-	-	20,575
Everett Xiaolin Wang	-	20,575	-	-	-	-	20,575
Frank Shen	-	20,575	-	-	-	-	20,575

## **ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED SHAREHOLDER MATTERS**

The following table sets forth the beneficial ownership of our ordinary shares by:

- Each person known to us to beneficially own more than 5% of any class of our outstanding voting securities based on our review of filings with the SEC;
- Each of our directors, persons chosen to become a director and named executive officers; and
- Our directors and named executive officers as a group.

The numbers of ordinary shares outstanding and the percentage of beneficial ownership are based on 11,329,530 ordinary shares issued and outstanding as of March 31, 2022. Beneficial ownership is in each case determined in accordance with the rules of the SEC, and includes equity securities of which that person has the right to acquire beneficial ownership within 60 days. These securities, however, are not included in the computation of the percentage ownership of any other person. Under these rules, more than one person may be deemed a beneficial owner of the same securities and a person may be deemed a beneficial owner of securities as to which he has no economic interest.

<b>Title of Class</b>	<b>Name and Address of Beneficial Owner<sup>**†</sup></b>	<b>Amount</b>	<b>Percent of Class</b>
<b>Directors and named Executive Officers</b>			
Ordinary Shares	Peter Zuguang Wang <sup>(1)</sup>	6,734,449	59.44%
Ordinary Shares	Raymond Z. Wang	120,000	1.06%
Ordinary Shares	Jing Jin	-	-
Ordinary Shares	Lei Chen	-	-
Ordinary Shares	Ming Zhao	2,500	*
Ordinary Shares	Charles Athle Nelson	2,500	*
Ordinary Shares	Everett Xiaolin Wang	2,500	*
Ordinary Shares	Frank Shen	2,500	*
Ordinary Shares	All Directors and executive officers as a group:	6,864,449	60.59%
<b>Principle Shareholders:</b>			
Ordinary Shares	Peter Zuguang Wang and his affiliated entity <sup>(1)</sup>	6,734,339	59.44%

\* Aggregate number of shares accounts for less than 1% of our total ordinary shares outstanding as of the date of this Report.

\*\* Except as otherwise indicated, the persons named in this table have sole voting and investment power with respect to all ordinary shares shown as beneficially owned by them, subject to community property laws where applicable and to the information contained in the footnotes to this table.

† The business address of such individual is 50 Millstone Road, Building 400, Suite 130, East Windsor, NJ 08512.

(1) Represents 2,500 ordinary shares directly owned by Peter Zuguang Wang and 6,731,949 ordinary shares held by Cenntro Holding Limited, a company incorporated in Hong Kong and wholly owned by Peter Zuguang Wang.

## Securities Authorized for Issuance under Equity Compensation Plans

The following table provides certain information about ordinary shares that may be issued under our existing equity compensation plans as of December 31, 2021.

<b>Plan Category</b>	<b>(a) Number of securities to be issued upon the exercise of outstanding options, warrants and rights</b>	<b>(b) Weighted- average exercise price of outstanding options, warrants and rights</b>	<b>(c) Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a))</b>
Equity compensation plans approved by security holders	—	\$ —	2,396,533 <sup>(1)</sup>
Equity compensation plans not approved by security holders	—	—	—
<b>Total</b>	<b>—</b>	<b>\$ —</b>	<b>—</b>

(1) Includes 1,000,000 ordinary shares available for future issuance under the 2020 Equity Incentive Plan and 1,396,533 ordinary shares available for future issuance under the 2021 Share Incentive Plan.

## ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE

### Certain Relationships and Related Transactions

#### *Names and Relationship of Related Parties*

	<u>Existing Relationship with the Company</u>
Sinomachinery Holding Limited	Under common control of Peter Zuguang Wang
Cenntro Holding Limited	Controlling shareholder of the Company
Zhejiang Kangchen Biotechnology Co., Ltd.	Under common control of Peter Zuguang Wang
Cenntro Smart Manufacturing Tech. Co., Ltd.	Under common control of Peter Zuguang Wang
Zhejiang Zhonggong Machinery Co., Ltd.	Under common control of Peter Zuguang Wang
Zhejiang Zhonggong Agricultural Equipment Co., Ltd.	Under common control of Peter Zuguang Wang
Xinchang County Jiuxin Investment Management Partnership (LP)	Under control of Mr. Mengxing He, the General Manger and one of the directors of Zhejiang Zhongchai
Zhuhai Hengzhong Industrial Investment Fund (Limited Partnership)	Under common control of Peter Zuguang Wang
Hangzhou Cenntro Autotech Co., Limited	Under common control of Peter Zuguang Wang
Peter Zuguang Wang	Chairman of the Company
Greenland Asset Management Corporation	Shareholder of the Company
Hangzhou Jiuru Economic Information Consulting Co. Ltd	One of the directors of Hengyu
Xinchang County Jiuhe Investment Management Partnership (LP)	Under control of Mr. Mengxing He, the General Manger and one of the directors of Zhejiang Zhongchai/NCI of Zhejiang Zhongchai
Cenntro Automotive Corporation	Under common control of Peter Zuguang Wang

#### *Summary of Balances with Related Parties*

##### *Due to related parties*

	<u>As of</u>	
	<u>December 31, 2021</u>	<u>December 31, 2020</u>
<b>Due to related parties:</b>		
Sinomachinery Holding Limited <sup>1</sup>	\$ -	\$ 1,775,869
Zhejiang Kangchen Biotechnology Co., Ltd. <sup>2</sup>	-	64,505
Zhejiang Zhonggong Machinery Co., Ltd. <sup>3</sup>	409,807	538,166
Zhejiang Zhonggong Agricultural Equipment Co., Ltd. <sup>4</sup>	-	-
Cenntro Smart Manufacturing Tech. Co., Ltd. <sup>5</sup>	2,903	3,602
Zhuhai Hengzhong Industrial Investment Fund (Limited Partnership) <sup>6</sup>	94,442	514,365
Cenntro Holding Limited <sup>7</sup>	1,341,627	1,591,627
Peter Zuguang Wang <sup>7</sup>	-	25,000
Cenntro Automotive Corporation <sup>7</sup>	11,462	-
Xinchang County Jiuxin Investment Management Partnership (LP) <sup>7</sup>	1,569,218	4,347,985
Hangzhou Jiuru Economic Information Consulting Co. Ltd <sup>7</sup>	190,000	190,000
<b>Total</b>	<b>\$ 3,619,459</b>	<b>\$ 9,051,119</b>

The balance of due to related parties as of December 31, 2021 and December 31, 2020 consisted of:

- 1 Overpayment from Sinomachinery Holding Limited for certain purchase order;
- 2 Temporary borrowings from Zhejiang Kangchen Biotechnology Co., Ltd.,
- 3 Unpaid balances for purchasing of materials and equipment and temporary borrowing from Zhejiang Zhonggong Machinery Co., Ltd.;
- 4 Unpaid balances for purchasing of materials from Zhejiang Zhonggong Agricultural Equipment Co., Ltd.;
- 5 Prepayment from Cenntro Smart Manufacturing Tech. Co., Ltd.
- 6 Temporary borrowings from Zhuhai Hengzhong Industrial Investment Fund (Limited Partnership); and
- 7 Borrowings from related parties.

Due from related parties

	As of	
	December 31, 2021	December 31, 2020
<b>Due from related parties-current:</b>		
Zhuhai Hengzhong Industrial Investment Fund (Limited Partnership)	219,691	-
Cenntro Holding Limited	\$ 39,459,874	\$ 38,535,171
<b>Total</b>	<b>\$ 39,679,565</b>	<b>\$ 38,535,171</b>

The balance of due from related parties as of December 31, 2021 and December 31, 2020 consisted of:

Other receivable from Cenntro Holding Limited was \$39.68 million and \$38.5 million as of December 31, 2021 and December 31, 2020, respectively.

The Company expects the amount due from its equity holder, Cenntro Holding will pay back based on certain payment schedules, with the last payment to be made by June 30, 2024, as the Company and Cenntro Holding Limited mutually agreed to an extension of the repayment deadline from April 27, 2022.

#### **Related Party Funds Lending**

A summary of funds lending with related parties for the years ended December 31, 2021 and 2020 are listed below:

	For the years ended December 31,	
	2021	2020
<b>Withdraw funds from related parties:</b>		
Zhejiang Zhonggong Machinery Co., Ltd.	77,611	646,926
Cenntro Holding Limited	251,973	251,973
Xinchang County Jiuxin Investment Management Partnership (LP)	-	435,249
Zhuhai Hengzhong Industrial Investment Fund (Limited Partnership)	35,080	79,796
Peter Zuguang Wang	25,000	25,000
Greenland Asset Management Corporation	-	70,000
Cenntro Smart Manufacturing Tech. Co., Ltd.	29,647	-

	For the years ended December 31,	
	2021	2020
<b>Deposit funds with related parties:</b>		
Zhejiang Zhonggong Machinery Co., Ltd.	139,699	594,841
Zhuhai Hengzhong Industrial Investment Fund (Limited Partnership)	677,697	43,525
Greenland Asset Management Corporation	-	70,000
Xinchang County Jiuxin Investment Management Partnership (LP)	2,851,515	-
Cenntro Smart Manufacturing Tech. Co., Ltd.	36,632	-
Peter Zuguang Wang	25,000	-
Cenntro Holding Limited	250,000	-
Zhejiang Kangchen Biotechnology Co., Ltd	64,505	-

#### **Related Party Dividend Payment**

A summary of dividend payment to related parties for the year ended December 31, 2021 and 2020 are listed below:

	For the years ended December 31,	
	2021	2020
<b>Dividend payment to related parties:</b>		
Xinchang County Jiuxin Investment Management Partnership (LP)	-	1,517,173

#### **Director Independence**

See “Item 10. Directors, Executive Officers and Corporate Governance—Director Independence” for details.

#### **ITEM 14. PRINCIPAL ACCOUNTING FEES AND SERVICES**

The following table provides information about the fees billed to us for professional services rendered by external accounting firms during fiscal years ended December 31, 2021 and 2020:

##### **WWC, P.C.**

	<b>Year ended December 31, 2021</b>	<b>Year ended December 31, 2020</b>
Audit Fees <sup>(1)</sup>	\$ 250,000	\$ 300,000
Audit-Related Fees <sup>(2)</sup>	-	-
Tax Fees <sup>(3)</sup>	-	-
All Other Fees <sup>(4)</sup>	-	-
<b>Total</b>	<b>\$ 250,000</b>	<b>\$ 300,000</b>

##### **BDO China Sun Lun Pan Certified Public Accountants LLP**

	<b>Year ended December 31, 2021</b>	<b>Year ended December 31, 2020</b>
Audit Fees <sup>(1)</sup>	\$ -	\$ -
Audit-Related Fees <sup>(2)</sup>	-	30,000
Tax Fees <sup>(3)</sup>	-	-
All Other Fees <sup>(4)</sup>	-	-
<b>Total</b>	<b>\$ -</b>	<b>\$ 30,000</b>

(1) *Audit Fees.* Audit fees consist of fees for the audit of our annual financial statements or services that are normally provided in connection with statutory and regulatory annual and quarterly filings or engagements.

(2) *Audit-Related Fees.* Audit-related fees consist of fees for accounting, assurance and related services that are reasonably related to the performance of the audit or review of our financial statements and are not reported as Audit Fees.

(3) *Tax Fees.* Tax fees consist of fees for tax compliance services, tax advice and tax planning. During the fiscal years of 2019 and 2018, the services provided in this category include assistance and advice in relation to the preparation of corporate income tax returns.

(4) *All Other Fees.* Any other fees not included in Audit Fees, Audit-Related Fees, or Tax Fees.

##### **Pre-Approval Policy**

Prior to the consummation of our initial public offering on July 27, 2018, our audit committee did not pre-approve all the auditing services rendered, since the committee was formed upon the consummation of our initial public offering. Notwithstanding, any services rendered prior to the formation of our audit committee were approved by our board of directors.

Since the consummation of our initial public offering, pursuant to audit committee charter, our audit committee has approved in advance all audit and non-audit related services to be provided by our independent registered public accounting firm in accordance with the audit and non-audit related services pre-approval policy.

## PART IV

### ITEM 15. EXHIBITS, FINANCIAL STATEMENT SCHEDULES

#### (a) Financial Statements

We have filed the financial statements in Item 8. Financial Statements and Supplementary Data as a part of this Annual Report on Form 10-K.

#### (b) Exhibits

<b>Exhibit</b>	<b>Exhibit Description</b>
3.1	<a href="#">Memorandum and Articles of Association (incorporated herein by reference to Exhibit 3.1 to the registration statement on Form S-1 (File Number: 333-226001), as amended, initially filed with the Securities and Exchange Commission on June 29, 2018)</a>
3.2	<a href="#">Amended and Restated Articles of Association (incorporated herein by reference to Exhibit 3.3 to the registration statement on Form S-1 (File Number: 333-226001), as amended, initially filed with the Securities and Exchange Commission on June 29, 2018)</a>
3.3	<a href="#">Second Amended and Restated Articles of Association (incorporated herein by reference to Exhibit 3.1 to the current report on Form 8-K (File Number: 001-38605), as amended, initially filed with the Securities and Exchange Commission on July 30, 2018)</a>
3.4	<a href="#">Amended and Restated Memorandum and Articles of Association, effective on October 24, 2019 (incorporated herein by reference to Exhibit 3.1 to the current report on Form 8-K (File Number: 001-38605), as amended, initially filed with the Securities and Exchange Commission on October 30, 2019)</a>
4.1	<a href="#">Description of Securities Registered Pursuant to Section 12 of the Securities Exchange Act of 1934 (incorporated herein by reference to Exhibit 4.1 to the annual report on Form 10-K (File Number: 001-38605), as amended, initially filed with the Securities and Exchange Commission on April 3, 2020)</a>
4.2	<a href="#">Warrant Agreement, dated July 24, 2018, between Continental Stock Transfer &amp; Trust Company and the Company (incorporated herein by reference to Exhibit 4.1 to the current report on Form 8-K (File Number: 001-38605), as amended, initially filed with the Securities and Exchange Commission on July 30, 2018)</a>
4.3	<a href="#">Rights Agreement, dated July 24, 2018, between Continental Stock Transfer &amp; Trust Company and the Company (incorporated herein by reference to Exhibit 4.2 to the current report on Form 8-K (File Number: 001-38605), as amended, initially filed with the Securities and Exchange Commission on July 30, 2018)</a>
10.1	<a href="#">Registration Rights Agreement, dated as of July 12, 2019, by and among the Company, Greenland Asset Management Corporation, in the capacity as the Purchaser Representative, and Cenntro Holding Limited (incorporated herein by reference to Exhibit 10.2 to the current report on Form 8-K (File Number: 001-38605) filed with the Securities and Exchange Commission on July 12, 2019)</a>
10.2	<a href="#">Non-Competition and Non-Solicitation Agreement, dated as of July 12, 2019, executed and delivered by Cenntro Holding Limited in favor of and for the benefit of the Company, Zhongchai Holding (Hong Kong) Limited and each of Greenland Acquisition Corporation's and/or Zhongchai Holding (Hong Kong) Limited Purchaser's respective present and future affiliates, successors and direct and indirect subsidiaries (incorporated herein by reference to Exhibit 10.4 to the current report on Form 8-K (File Number: 001-38605) filed with the Securities and Exchange Commission on July 12, 2019)</a>

10.3	<a href="#">Employment Agreement, dated October 24, 2019 by and between the Company and Raymond Z. Wang ((incorporated herein by reference to Exhibit 10.1 to the current report on Form 8-K (File Number: 001-38605) filed with the Securities and Exchange Commission on October 30, 2019).</a>
10.4	<a href="#">Employment Agreement, dated October 24, 2019 by and between the Company and Lei Chen (incorporated herein by reference to Exhibit 10.2 to the current report on Form 8-K (File Number: 001-38605) filed with the Securities and Exchange Commission on October 30, 2019).</a>
10.5	<a href="#">Employment Agreement, dated October 24, 2019 by and between the Company and Jing Jin (incorporated herein by reference to Exhibit 10.3 to the current report on Form 8-K (File Number: 001-38605) filed with the Securities and Exchange Commission on October 30, 2019).</a>
10.6	<a href="#">Extension Agreement entered into by and between the Company and Cenntro Holdings Limited dated November 21, 2020 (incorporated herein by reference to Exhibit 10.1 to the periodic report on Form 10-Q (File Number: 001-38605) filed with the Securities and Exchange Commission on November 23, 2020).</a>
10.7	<a href="#">Lease Agreement dated April 1, 2021 by and between SFA 50 Millstone Road, LLC and Greenland Technologies Corp. (incorporated herein by reference to Exhibit 10.2 to the periodic report on Form 10-Q (File Number: 001-38605) filed with the Securities and Exchange Commission on May 12, 2021)</a>
10.8	<a href="#">At the Market Offering Agreement by and between Greenland Technologies Holding Corporation and H.C. Wainwright &amp; Co., LLC, dated November 19, 2021 (incorporated herein by reference to Exhibit 10.1 to the current report on Form 8-K (File Number: 001-38605) filed with the Securities and Exchange Commission on November 22, 2021)</a>
10.9*	<a href="#">Loan Agreement entered into by and between Zhejiang Zhongchai Machinery Co. Ltd. and Agriculture Bank of China, dated August 24, 2021</a>
10.10*	<a href="#">Loan Agreement entered into by and between Zhejiang Zhongchai Machinery Co., Ltd. and Rural Commercial Bank of Xinchang, dated August 31, 2021</a>
10.11*	<a href="#">Loan Agreement entered into by and between Zhejiang Zhongchai Machinery Co., Ltd. and Rural Commercial Bank of Xinchang, dated August 31, 2021</a>
10.12*	<a href="#">Loan Agreement entered into by and between Zhejiang Zhongchai Machinery Co., Ltd. and Rural Commercial Bank of Xinchang, dated September 3, 2021</a>
10.13*	<a href="#">Channel Partner Agreement by and between Greenland Technologies Corp. and Elive Maroc S.A.R.L. A.U, dated November 20, 2021</a>
10.14*	<a href="#">Repayment Agreement entered into by and between the Company and Cenntro Holdings Limited dated March 30, 2022</a>
14.1	<a href="#">Form of Code of Business Conduct and Ethics (incorporated herein by reference to Exhibit 14.1 to the current report on Form 8-K (File Number: 001-38605) filed with the Securities and Exchange Commission on October 30, 2019).</a>
16.1	<a href="#">Letter from Marcum LLP to the Securities and Exchange Commission, dated January 10, 2020 (incorporated herein by reference to Exhibit 16.1 to the current report on Form 8-K (File Number: 001-38605) filed with the Securities and Exchange Commission on January 10, 2020)</a>
16.2	<a href="#">Letter from BDO China Shu Lun Pan Certified Public Accountants LLP to the Securities and Exchange Commission, dated November 17, 2020 (incorporated herein by reference to Exhibit 16.1 to the current report on Form 8-K (File Number: 001-38605) filed with the Securities and Exchange Commission on November 17, 2020)</a>
21.1*	<a href="#">Subsidiaries of the Registrant</a>
23.1*	<a href="#">Consent of WWC P.C., independent registered public accounting firm</a>
31.1*	<a href="#">Certification of Principal Executive Officer pursuant to pursuant to Section 302 of the Sarbanes-Oxley Act of 2002</a>
31.2*	<a href="#">Certification of Principal Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002</a>
32.1**	<a href="#">Certification of Principal Executive Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002</a>
32.2**	<a href="#">Certification of Principal Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002</a>
101.INS*	Inline XBRL Instance Document.
101.SCH*	Inline XBRL Taxonomy Extension Schema Document.
101.CAL*	Inline XBRL Taxonomy Extension Calculation Linkbase Document.
101.DEF*	Inline XBRL Taxonomy Extension Definition Linkbase Document.
101.LAB*	Inline XBRL Taxonomy Extension Label Linkbase Document.
101.PRE*	Inline XBRL Taxonomy Extension Presentation Linkbase Document.
104*	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101)

\* Filed herewith.

\*\* Furnished herewith.

## **ITEM 16. FORM 10-K SUMMARY**

None.

## SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this Report to be signed on its behalf by the undersigned, thereunto duly authorized, on March 31, 2022.

### GREENLAND TECHNOLOGIES HOLDING CORPORATION

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

## POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Raymond Z. Wang and Jing Jin, his attorney-in-fact, with the power of substitution, for him in any and all capacities, to sign any amendments to this Annual Report on Form 10K and to file the same, with exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, hereby ratifying and confirming all that each of said attorneys-in-fact, or his substitute or substitutes, may do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated:

<b>Signatures</b>	<b>Title</b>	<b>Date</b>
<u>/s/ Raymond Z. Wang</u> Raymond Z. Wang	Chief Executive Officer and President (Principal Executive Officer)	March 31, 2022
<u>/s/ Jing Jin</u> Jing Jin	Chief Financial Officer and Corporate Secretary (Principal Financial Officer and Principal Accounting Officer)	March 31, 2022
<u>/s/ Peter Zuguang Wang</u> Peter Zuguang Wang	Chairman of the Board and Director	March 31, 2022
<u>/s/ Everett Xiaolin Wang</u> Everett Xiaolin Wang	Independent Director	March 31, 2022
<u>/s/ Ming Zhao</u> Ming Zhao	Independent Director	March 31, 2022
<u>/s/ Charles Athle Nelson</u> Charles Athle Nelson	Independent Director	March 31, 2022
<u>/s/ Frank Shen</u> Frank Shen	Independent Director	March 31, 2022

ABC (2021) 1003-1

AGRICULTURAL BANK OF CHINA

Agricultural Bank of China Limited

Contract for Loans of Working Capital

No.: 33010120210021114

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Dear customer: in order to protect your rights and interests, please carefully read the terms of this contract (especially the terms in BOLD) and pay attention to your rights and obligations in the contract before signing this contract. If you have any questions about this contract, please consult the lender. For business consultation and complaints, please call the customer service hotline of Agricultural Bank of China: 95599.

## Catalogue

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Borrower (full name): Shijiang Zhongchai Machinery Co., Ltd.  
Location (address): No. Xi Road, Gouzhu Town, Xinchang County  
Tel: fax:  
legal representative / person in charge: He Mengxing

Lender (full name): Xinchang County Branch of Agricultural Bank of China  
Location (address): No. 1 Middle Gushan Road, Nanming Street, Xinchang County  
Tel: 05758427288 fax:  
Legal representative / person in charge: Yu Guojiang

According to relevant national laws and regulations, both parties have reached an agreement through consultation, unless otherwise agreed

#### Article 1 Definition

The following terms in this contract have the following meanings except for other stipulations: 1.1 Working capital loan: refers to the loan issued by the lender to the borrower for the borrower's daily production and operation turnover, including general working capital loan and recyclable working capital loan.

1.2 General working capital loan: refers to the borrower's withdrawal in one or several times within the loan term Non recyclable working capital loan after repayment

1.3 Revolving working capital loan: refers to the working capital loan that can be recycled after repayment after the borrower withdraws several times as needed within the loan limit and the validity period of the loan limit. Among them, for self-service revolving working capital loans, the borrower can withdraw the loan funds independently through the lender's business counter or self-service electronic channels.

1.4 Loan term: including total loan term and single loan term. The total loan term refers to the period from the date of issuance of the first loan to the date on which the borrower shall pay off all the principal and interest of the loan as agreed in the contract: the term of a single loan refers to the period from the date of issuance of a single loan in the installment withdrawal to the agreed date on which the borrower pays off the principal and interest of the loan.

1.5 Loan limit: refers to the loan principal limit provided by the lender to the borrower within the validity period of the limit agreed in the contract. Within the validity period of the loan limit and the loan limit, the borrower can recycle the loan, but the sum of the loan amount applied by the borrower and the balance of the loan principal outstanding by the borrower under this contract shall not exceed the loan limit. When the validity period of the limit expires, the unused loan limit will automatically become invalid.

16. Validity period of the loan limit: refers to the period from the effective date of the loan limit to the expiration date of the loan limit.

1.7 Self service Electronic Channel: refers to the electronic channels such as handheld bank, online bank, telephone bank and cash management channel provided by the lender for withdrawal under the self-service revolving working capital loan method.

1.8. Period: the period is calculated by day, month and year, If the last day of the expiration of the period is a legal holiday, the first working day after the holiday shall be the expiration date of the period.

1.9 LIBOR / HIBOR: refers to the London / Hong Kong Interbank Offered Rate for the corresponding period of the two working days before the date of Reuters.

1.10 Laws and Regulations: including the people's law of China, administrative regulations, local regulations, rules, judicial interpretations and other provisions with legal effect.

1.11 LPR: abbreviation of loan prime rate, It refers to the quoted interest rate of the loan market published by the national interbank lending center on the 20th of each month. At present, it includes two varieties of 12-year loan and more than 5-year loan.

1.12 Annualized interest rate: it refers to the interest rate calculated based on the proportion of all loan costs charged to the borrower and the actual occupied loan principal and converted into annualized form. There are no costs directly related to the loan under this contract. In this contract, the loan interest rate and the loan execution interest rate refer to the annualized interest rate of the loan, which is the annualized interest rate calculated based on the interest cost charged to the borrower. The above loan cost does not include the contingent costs that may occur according to this contract, such as the penalty interest or compound interest that may be incurred if the loan is overdue or in breach of contract, and the expenses for the lender to realize its creditor's rights.

Article 2 The borrower promises as follows:

2.1 Legal compliance of loan application: the borrower is an enterprise (institution) legal person established according to law and approved and registered by the competent department or other organizations that can be used as the borrower according to national regulations: the borrower, its main shareholders and actual controllers have good credit, no major bad records, no overdue debts, the purpose of the loan and the source of repayment are clear and legal: the borrower's production and operation are legal and compliant, in line with national industrial, environmental protection and other relevant policies: the borrower, its main shareholders The actual controller is not involved in money laundering, terrorist financing, tax evasion, sanctions and other acts, and the environment and production safety comply with national regulations, and has formulated necessary measures to prevent and respond to environmental and social risks: the borrower, its main shareholders, actual controllers, legal representatives and senior executives are not engaged in illegal fund-raising, underworld and evil related and other illegal financial activities through private lending; there are no other violations of laws and regulations.

2.2 There is no flaw in the act of signing the network. In order to sign this contract or perform its voluntary signature under this contract, the borrower has performed the necessary renewal in accordance with laws and regulations or the articles of association: the legal representative / person in charge or authorized agent of the borrower signs or seals this contract: actively handle or cooperate with the lender in handling contract approval Registration or filing procedures: there are no other circumstances that may lead to the effectiveness of the loan contract due to the borrower.

2.3 The guarantee provided is legal and valid: the borrower ensures that the guarantor has completed the necessary formalities in accordance with laws and regulations or the articles of association of the subsidiary for signing the guarantee contract or performing its obligations under the guarantee contract: the guarantor has the right to establish a guarantee with the collateral; those who sign the guarantee contract have the right to urge the guarantor to actively handle or cooperate with the lender in handling the approval of the guarantee contract Registration or filing procedures and registration procedures of guarantee: each guarantee is free from other validity defects or major adverse changes.

2.4 Contract rights and obligations of Yizhan bank in good faith: use the loan according to the time limit, purpose, party or other laws agreed in the contract, and do not use the loan for fixed assets, equity and other investments, as well as the fields and purposes prohibited by the state, As well as not accumulating loans to engage in illegal and illegal acts, not all using loans: accumulating the relevant national competent departments and lenders to carry out loan payment management, post goods management and relevant inspection: timely and fully state the payment for goods in accordance with the contract, and do not evade debts in any way; conducting foreign investment, substantially increasing debt financing, merger, division Obtain the lender's consent before the transfer of accumulated funds and other major matters: the lender has the right to recover the loan in advance according to the borrower's return of funds: in case of re discussion, major changes in senior management, changes in accounting policies and major adverse events affecting the residual debt ability, timely notify the lender: there are other violations of contractual obligations.

2.5 The borrower has not concealed from the lender any event that has occurred or is occurring and may affect its financial status and solvency, including but not limited to:; Litigation, arbitration, other administrative procedures or claims.

2.6 The borrower shall timely provide the lender with true, complete, accurate, legal and effective materials, including but not limited to the borrower, guarantor, shareholder and other relevant documents.

### Article 3 Basic terms

3.1 Loan method the lender shall grant loans to the borrower in accordance with the following loan method (1)

(1) General working capital borrowings

- ① Currency and amount of the loan (in words): RMB one hundred and thirty thousand only
- ② Total loan term (in words): 1 year
- ③ Amount and term of single loan:

Loan amount	Issue date	Loan term
18.83 million Yuan	August 24, 2021	August 23, 2022

(The attached table added due to insufficient columns in the table is an integral part of the contract.)

## (2) Revolving loan

- ① Loan limit and amount (in words)
- ② Validity period of the limit (in words) (mm / DD / yyyy) (mm / yyyy),

## (3) Revolving working capital loan

- ① Currency and amount of loan limit (in words)
- ② Validity period of the limit (in words) (mm / DD / yyyy) to (mm / DD / yyyy)

## 3.2 Purpose of loan

The loan under this contract is used for: payment needs

## 3.3 interest rate, penalty interest and compound interest

### 3.3.1 loan interest rate (i.e. annualized loan interest rate)

3.3.1.1 for RMB loans, the interest rate shall be determined according to the following method (1)

(1) Fixed interest rate: it is determined according to the LPR plus (plus / minus) 71.75bp (LBP = 0.01%) for the 1-year period (more than 1 year / 5-year period) on the day before the withdrawal date of each loan (withdrawal date of each loan / contract signing date). The loan interest rate is fixed during the loan term until the maturity date of the loan

(2) Floating interest rate: it is determined according to the LPR agreed in each cycle plus or minus a certain point difference, and fluctuates according to the cycle. Under this contract, the interest rate adjustment takes (in words) months as a cycle, the point spread is (plus / minus) BP (LBP = 0.01%), and the point spread remains unchanged during the loan term. Among them, the LPR executed in the first cycle is the LPR on the day before the loan withdrawal date (years / more than 5 years), and the P executed in each cycle thereafter is re determined according to the L of the loan withdrawal date on the day before the corresponding day of the first month of the cycle. If there is no corresponding day of the loan withdrawal date, the last day of the month shall be regarded as the corresponding day.

(3) Other methods:

3.3.1.2 For foreign exchange loans, the interest rate shall be determined according to the following method:

(1) (IBOR/HIBOR) +% interest rate spread consisting of (in words) monthly floating loan interest rate

(2) The interest rate is% until the maturity date of the loan

(3) Other ways

### 3.3.2 Interest calculation and settlement methods

3.3.2.1 The interest of the loan shall be settled monthly (month / multiply / year). The interest settlement date is the 20th day of each month (month / quarter end month / year end month). The borrower shall pay the interest on each interest settlement date. If the last repayment date of the loan principal is not on the interest settlement date, the unpaid interest shall be paid with the principal.

3.3.2.2 For the loan with fixed interest rate, the interest shall be calculated according to the loan interest rate agreed in the contract. For the loan with floating interest rate, the interest shall be calculated according to the interest rate determined in the current period of each floating period: if the interest rate fluctuates for many times in a single interest settlement period, the interest of each floating period shall be calculated first, and then the interest of each floating period shall be added up. Where other interest rates are applied, interest shall be calculated in accordance with the agreement

3.3.2.3 If the due date of the loan is a legal holiday or public holiday, the normal repayment date shall be extended to the first working day after the legal holiday or public holiday, and the interest shall be calculated and charged according to the agreed interest calculation method during the extended period

### 3.3.3 Default interest

3.3.3.1 If the borrower fails to repay the loan principal within the time limit agreed in the contract, the lender shall pay the overdue loan on the basis of the loan execution interest rate agreed in the contract from the date of overdue, The penalty interest shall be calculated and charged by stages according to the overdue period: the penalty interest shall be calculated and charged by floating fifty-three percent (in words) within 30 days (including 30 days); the penalty interest shall be calculated and charged by floating five percent (in words) from 30 days to 60 days (including 60 days); the penalty interest shall be calculated and charged by floating five percent (in words) over 60 days. During the transit period, the penalty interest rate of fixed interest rate loan shall be fixed; if the floating interest rate loan is adjusted by LPR, the penalty interest rate shall be calculated and charged in accordance with 3.3.1.1 (2) of this contract Determination of loan interest rate after floating in the agreed way

3.3.3.2 If the borrower fails to use the loan according to the purpose agreed in the contract, the lender shall calculate and charge the default interest on the loan used in breach of contract by floating the value (in words) by percent on the basis of the agreed loan interest rate from the date of use in breach of contract until the principal and interest are paid off. During the use period of default, the default interest rate of fixed rate loan shall be fixed and unchanged: if the floating rate loan is adjusted by LP, the default interest rate shall be determined according to the loan interest rate after floating according to the method agreed in 3.31.1 (2) of the contract

3.3.3.3 If the same loan is overdue and not used according to the purpose agreed in the contract, the penalty interest rate shall be calculated according to the higher one.

3.3.4 The annualized interest rate, loan interest rate and execution interest rate of the loan under this contract are calculated by the simple interest method, except that the lender agreed in this contract calculates and collects compound interest on the unpaid interest payable by the borrower in accordance with the provisions of the people's Bank of China. See article 3.3.5 for details

### 3.3.5 Compound interest

If the borrower fails to pay the unpaid interest payable on schedule, the lender shall charge compound interest on a monthly basis (quarterly and monthly) from the date when the unpaid interest payable by the borrower is not paid on schedule. The unpaid interest payable includes the unpaid interest payable during the loan period (including default interest) and the unpaid interest payable after the loan is overdue (including default interest and default interest). The unpaid interest payable during the loan period shall be compounded at the execution interest rate of the loan agreed in the contract before the payment date, and at the overdue loan interest rate after the repayment date: the unpaid interest payable for overdue borrowing shall be compounded at the overdue loan interest rate

### 3.4 Withdrawal and loan payment

#### 3.4.1 Withdrawal conditions

3.4.1.1 When applying for withdrawal, the borrower shall meet the following conditions at the same time

- (1) The borrower is qualified to undertake capital: if its corresponding decision-making body or authorized body has made a loan decision according to law and needs to be reviewed by relevant departments, it has been approved
- (2) The relevant guarantee procedures required by the lender have been completed, and the guarantee is legal and effective
- (3) The loan shall comply with the provisions of laws and regulations and the loan contract and the corresponding service contract
- (4) The relevant commitments made by the borrower at the time of signing the contract are still true and effective at each withdrawal, and there are no major or substantial adverse changes and other major adverse circumstances that may affect the performance of the contract
- (5) Other fixed items

3.4.1.2 If the borrower fails to implement the provisions agreed in 3.4.1.1 within 3 (3 / 6 / 9) months from the date of signing this contract, the lender has the right to terminate this contract. When the lender terminates the contract, the objection period of the borrower is seven days, which is calculated from the date when the lender notifies the borrower in writing, oral or other forms.

#### 3.4.2 Withdrawal method

##### 3.4.2.1 Borrowing of general working capital

3.4.2.1.1 The borrower shall withdraw the loan according to the demand for international funds. The specific withdrawal plan is as follows:

One-time withdrawal Among them, the first loan must be withdrawn before (mm / DD / yyyy), and the last loan must be withdrawn before (mm / DD / yyyy). If the borrower fails to go through the withdrawal procedures in accordance with the withdrawal plan agreed in the contract, the lender can cancel or partially cancel the undrawn loan, and can re determine whether to issue the letter of credit and the withdrawal conditions

3.4.2.1.2 The lender shall withdraw the proposal money according to the agreed date and amount. If the borrower Huang adjusts the withdrawal plan, he shall apply to the lender Zhu Risha in advance and make the adjustment with the consent of the lender.

### 3.4.2.2 Recycle working capital loan

3.4.2.2.1 The borrower can apply to the lender for withdrawal of the loan one by one according to the needs within the loan limit, and handle the withdrawal after being reviewed and approved by the lender, but the loan term shall not exceed one month, and the term shall not exceed six months after the expiration date of the limit. 3.4.2.2.2 when applying for withdrawal of the loan, the borrower must submit the loan application to the lender and provide the relevant materials such as business contracts, invoices and other vouchers corresponding to the use of the loan

### 3.4.2.3 Self service revolving working capital loan

The borrower may withdraw the loan one by one as required through the business counter or self-service electronic channel provided by the lender within the loan limit, but the loan amount of a single loan shall not be less than RMB 50000 and shall be an integral multiple of RMB 10000, the loan term shall not exceed one year, and the expiration date shall not exceed the expiration date of the validity of the limit

### 3.4.3 Loan payment 3.4.3.1 entrusted payment

3.4.3.1.1 Under any of the following circumstances, the borrower shall entrust the lender to pay the loan fund to the counter-party of the borrower who meets the purpose agreed in this contract and the corresponding business contract

- (1) The payment object is clear and the single withdrawal amount exceeds 10000 yuan (including equivalent foreign currency)
- (2) Other circumstances agreed by both parties

3.4.3.1.2 If entrusted payment is adopted, the borrower shall submit withdrawal application and entrusted payment notice to the lender in advance, and provide relevant materials such as business contracts, invoices and other vouchers corresponding to the use of funds as required by the lender. After review and confirmation, the lender will directly pay the loan to the borrower's counterparty through the borrower's account. If the borrower's withdrawal application does not meet the withdrawal conditions agreed in the contract, or the payment entrustment application is inconsistent with the contract, the transaction information is incomplete or untrue, the lender may not issue or pay the corresponding loan: the lender shall not be liable for the borrower's breach of contract or other losses to the counterparty. If the payment information provided by the borrower is inaccurate and incomplete, resulting in the delay or failure of fund payment, the lender shall not be liable

3.4.3.1.3 If the borrower applies for suspension of payment or withdrawal of payment entrustment, it shall submit it to the lender in writing before the lender makes payment. After the lender's review and confirmation, the entrusted payment shall be suspended and the corresponding loan can be recovered: during this period, the interest of the corresponding loan shall be calculated and charged according to the contract. After the entrusted payment is suspended, if the borrower applies for the resumption of the payment entrustment, the payment entrustment shall be handled according to article

3.4.3.1.4. If the borrower attaches conditions in the entrusted payment notice, the attached conditions shall not have obligations to the lender. Unless otherwise agreed in writing by both parties, the lender shall not be obliged to notify the payee of the entrusted payment, suspension of payment, withdrawal of payment, resumption of payment and other matters handled by the lender

3.4.3.1.5 If entrusted payment is adopted, the lender has the right to restrict the payment behavior and cashing function of non counter channels such as handheld bank, online bank, telephone bank and cash management channel of the borrower's relevant account

#### 3.4.3.2 Independent payment

3.4.3.1.1 Except as agreed in article 3.4.3.1.1, after the loan is released to the borrower's account, the borrower can make independent payment in accordance with the contract. The borrower shall inform the lender of the payment of the loan funds as required by the lender, and timely provide the use records of the loan funds and the relevant materials such as business contracts, invoices and other vouchers corresponding to the use of the funds as required by the lender. The lender can verify whether the loan payment meets the agreed purpose through account analysis, voucher inspection, on-site investigation, etc.

3.4.3.3 In the process of loan payment, if the borrower's credit status drops, the profitability of its main business is not strong, the use of loan funds is abnormal, the borrower fails to pay the loan according to the contract, fails to pay the loan funds according to the method agreed in the contract, and evades the lender's entrusted payment by breaking up the whole into parts and providing false information, the lender may negotiate with the borrower to supplement the loan issuance and payment conditions, and change the loan payment method according to the contract Or stop loan issuance and payment

#### 3.4.4 Withdrawal reversal

3.4.4.1 If the loan withdrawn by the borrower exceeds the amount actually paid by the borrower for the relevant transaction or the transaction amount is reversed due to the non lender reasons such as the failure to actually perform, cancellation or invalidity of the business contract corresponding to the loan under the contract, the borrower shall return the corresponding loan funds to the lender.

3.4.4.2 If the borrower fails to pay the loan funds in the agreed manner, the lender has the right to recover the loan funds not paid in accordance with the agreement,

3.4.4.3 Before the loan fund is returned to the lender in accordance with articles 3.4.4.1 and 3.4.4.2, The interest shall be calculated and settled in accordance with articles 3.3.1 and 3.3

3.5 in case of the following situations (1), (2) and (3) in the supervision of financial indicators, the borrower shall implement the debt guarantee measures approved by the lender as required by the lender, otherwise, the lender may take the relief measures agreed in article 5.3

- (1) The borrower's asset liability ratio has reached more than 70%.
- (2) The borrower's contingent liability ratio exceeds 50%
- (3) The borrower's operating cash flow is negative for the second two years
- (4) Others:

#### 3.6 Account supervision

3.6.1 The borrower designates the following accounts as fund withdrawal accounts

Account Name: Zhejiang Zhongchai Machinery Co., Ltd

Account No.:

3.6.2 When the loan is fully deposited, the following regulatory measures shall be taken for the fund return account:

- (1) The borrower is required to provide the capital in and out of the capital return account in time
- (2) Other

### 3.7 Repayment

#### 3.7.1 Repayment method

3.7.1.1 The borrower shall deposit the principal and interest of the loan payable in the current period into the repayment account designated by the lender days before the repayment date, and irrevocably authorize the lender to transfer from the account.

3.7.1.2 If the borrower fails to repay the debts due (including those declared to be due in advance) under the contract as agreed, the lender has the right to deduct corresponding funds from all accounts opened by the borrower with the lender or other branches of Agricultural Bank of China for settlement until all debts of the borrower under the contract are paid off

3.7.1.3 If the lender exercises the right of set off in accordance with the law or the contract, the objection period of the borrower is seven days, calculated from the date when the lender notifies the borrower in writing, orally or in other forms

#### 3.7.2 Repayment order

3.7.2.1 Unless otherwise agreed by both parties, the repayment of the borrower shall be paid in the following order

(1) The order of repayment between the borrower and the lender, and the amount of debts due to be paid by the borrower and not enough to be repaid by the lender;

(2) If the lender exercises the right of set off against the borrower in accordance with the law or the contract, the debt to be set off and the order of set off shall be determined by the lender: when the lender exercises the right of subrogation, the debt to be paid off by the secondary debtor to the lender and the order of set off shall be determined by the lender.

3.7.2.2 If the borrower's repayment is insufficient to pay off the loan payable, the lender may choose to use the repayment to pay off the principal, interest, default interest, compound interest or realize the cost of debt correction

#### 3.7.3 Prepayment

3.7.3.1 In case of prepayment, the lender shall submit a written application to the lender seven days in advance. After reaching an agreement with the lender, the prepayment can be made. The repayment order of prepayment shall be subject to the provisions of article 3.7.2.

3.7.3.2 When the borrower prepays, the interest on the prepayment part shall be calculated and charged according to the following method (1), and the interest shall be paid off with the principal

(1) The interest shall be calculated and charged according to the actual loan term and the loan interest rate agreed in the contract

(2) The interest shall be calculated and charged by floating% on the basis of the loan interest rate agreed in the contract according to the actual loan term.

(3)Others:

3.7.3.3 If the borrower repays in advance, the principal repayment shall not be less than one hundred thousand yuan and shall be an integral multiple of ten thousand yuan

3.7.3.4 If the borrower repays part of the loan in advance, the interest of the loan that has not been repaid shall still be calculated and paid according to the loan interest rate agreed in the contract

### 3.7.4 Extension

If the borrower of general working capital loan cannot repay the loan according to the agreed repayment date, he may apply to the lender for extension. The borrower shall submit the extension application to the lender 15 days before the maturity date of the loan, and sign the extension agreement with the borrower with the consent of the lender

### 3.8 Loan voucher

3.8.1 The loan voucher is an integral part of this contract. If there is no record in this contract, or the recorded loan amount, withdrawal amount, repayment amount, loan Issuance Date and maturity date, loan term, loan interest rate and loan purpose are inconsistent with those recorded in the loan voucher, the records in the loan voucher shall prevail

3.8.2 Under the self-service revolving working capital borrowing method, if the borrower withdraws the loan through the self-service electronic channel, the loan amount, withdrawal amount, repayment amount, loan Issuance Date and maturity date, loan term, loan interest rate and loan purpose shall be subject to the electronic transaction record formed by the self-service electronic channel.

### 3.9 Guarantee.

3.9.1 The guarantee method of the loan under the contract is mortgage.

3.9.2 The guarantee contract shall be separately signed by the lender, the borrower and the guarantor. If the maximum amount guarantee is adopted, the guarantee contract number is 33100620200087764.

### 3.10 Rights and obligations

#### 3.10.1 Rights and obligations of the borrower

(1) Withdraw the loan according to the contract

(2) Repay the principal and interest of the loan on time and in full

(3) The loan shall be used in accordance with the purposes and methods stipulated in laws and regulations or agreed in the contract. The loan shall not be used for fixed assets, equity and other investments, nor for the fields and purposes prohibited by the state

(4) Accept and actively cooperate with the lender and its client to supervise and inspect the financial activities, loan use and other relevant matters, and timely submit the loan use, finance and other relevant materials and information required by the lender to the lender at the request of the lender; Cooperate with the lender to carry out the assessment and disposal of anti money laundering, anti terrorist financing, anti tax evasion and sanctions compliance risks, as well as environmental and social risks: cooperate with the borrower and its major shareholders, actual controllers, legal representatives, senior executives and other illegal private lending, illegal fund-raising, triad related and evil related and other illegal financial activities

(5) If the borrower commits any of the following acts, it shall notify the lender in writing in advance and the lender may participate in the implementation with the consent of the lender

① Implement contracting, leasing, joint-stock reform, joint venture, merger, division, reduction of registered capital, joint venture, transfer of major capital, major foreign investment, issuance of bonds, large-scale financing, major related party transactions, application for suspension of business for rectification, application for dissolution, application for bankruptcy, etc.

② Providing a large amount of guarantee for the debts of others or mortgaging or pledging its main property to a third party, which may affect the solvency of the borrower.

③ Other major adverse circumstances of the borrower that are sufficient to cause significant changes in the relationship between creditor's rights and debts under the contract or affect the realization of the creditor's rights of the lender.

(6) The borrower shall notify the lender in writing within 5 days of the occurrence of the following events:

① The borrower and its legal representative, principal or actual controller engage in illegal activities

② Shutdown, closure, cancellation, revocation of business license, revocation, etc.

③ Deterioration of financial situation, serious difficulties in production and operation or major adverse disputes

④ The borrower is involved in anti money laundering, anti-terrorism financing, anti tax evasion and sanctions compliance risks

⑤ The borrower involves significant environmental and social risks

⑥ The borrower and its major shareholders, actual controllers, legal representatives and senior executives illegally engage in private goods, illegal fundraising, underworld and evil related and other illegal financial activities;

⑦ Other matters that the borrower may have an adverse impact on the realization of creditor's rights

(7) In case of any event, the borrower shall notify the lender in writing within 7 days:

① Change of affiliation, major change of senior personnel and major adjustment of organizational structure

② Major changes have taken place in industrial and commercial registration or licensing matters such as name, domicile and scope

③ Increase the registered capital and make substantive amendments to the articles of association

④ Changes in other important matters that may affect the performance of the borrower's obligations

(8) The borrower and its investors shall not evade their debts to the lender by withdrawing funds, transferring assets or transferring shares without authorization, and shall not engage in other acts detrimental to the interests of the lender

(9) Other rights and obligations stipulated by laws and regulations or agreed by both parties

### 3.10.2 Rights and obligations of the owner

(1) Approve and issue the loan to the borrower in full, except for the delay caused by the borrower or other reasons not attributable to the lender

(2) Have the right to supervise and inspect the borrower's production and operation, financial status, material inventory and loan use in on-site and off-site ways, and require the borrower to provide relevant documents, materials and information

(3) In case of any situation that may affect the safety of the loan or the performance of the debt to the borrower, or in case of the guarantor's suspension of production, closure of business, cancellation of registration, revocation of business license, bankruptcy, cancellation and major operating losses, which may lead to the partial or total loss of the corresponding guarantee ability, or the reduction of the value, accidental damage or loss of the collateral and pledge as the guarantee of the loan, which endangers the realization of the guarantee, The lender may require the borrower to make corrections within a time limit, implement creditor's rights protection measures, provide other effective guarantees, or adjust the alkali, cancel the borrower's loan limit, stop issuing loans, announce the early maturity of the funds under this contract and other contracts, and recover the loans in advance

(4) Other rights and obligations stipulated by laws and regulations or agreed by both parties

### 3.10.3 Other obligations

3.10.3.1 Each party has the obligation to keep confidential the other party's business secrets and other information related to interests obtained during the performance of the contract visa: unless otherwise stipulated by laws and regulations, the above information shall not be disclosed or disclosed to any third party without the consent of the other party. 3.10.3.2 after the termination of the contract rights and interests, each party shall perform the necessary obligations of knowledge and assistance in accordance with the principle of good faith. Article 4 supplementary provisions the parties agree as follows:

#### Article 4 Supplementary provisions

Both parties agree as follows:

#### Article 5 Legal liability

5.1 The following acts of the borrower shall constitute a breach of contract

- (1) Breach of contractual obligations
- (2) Failure to fulfill the commitments made in Article 2 of the contract
- (3) Express or act to show unwillingness to pay off its matured or undue debts
- (4) If it fails to perform or fully perform its obligations under other contracts signed between the borrower and the lender, the lender declares that the borrower constitutes a breach of contract
- (5) Other circumstances under which the borrower fails to perform or fully perform the contract

5.2 under the following circumstances, the lender may terminate this contract and other contracts signed by both parties:

- (1) Default of borrower or guarantor:
- (2) There may be significant adverse changes in the repayment ability of the borrower or guarantor
- (3) The mortgaged property and pledged property may suffer significant damage or value impairment
- (4) Adjustment of national policies that may have a significant adverse impact on loan security
- (5) The borrower has a major breach of contract against other creditors
- (6) In other cases where the contract can be terminated as stipulated by law or agreed by both parties, if the lender terminates the contract, the objection period of the borrower is seven days, calculated from the date when the lender notifies the borrower in writing, orally or in other forms.

5.3 in case of any of the circumstances described in Articles 5.1 and 5.2, the lender may take the following remedies:

- (1) Require the borrower and the guarantor to correct the breach of contract or other circumstances detrimental to the safety of the loan within a time limit, implement other debt guarantee measures or provide other effective guarantees
- (2) If the borrower fails to use or repay the loan or fails to pay the interest payable as agreed, the penalty interest and compound interest shall be calculated and charged according to the contract until the principal and interest are paid off:
- (3) Reduce or cancel the borrower's loan limit, stop issuing loans, recover the issued loans in advance, and announce the maturity of loans under other loan contracts signed by the borrower and the lender;
- (4) Exercise legal or agreed rights such as set off against the borrower
- (5) Require the borrower to bear damages and other legal liabilities
- (6) Take corresponding asset preservation measures and other legal measures
- (7) The borrower's breach of contract may be publicly disclosed
- (8) Other remedies:

5.4 If the borrower's credit condition deteriorates as agreed in Article 5.2, the lender has the right to automatically cancel all undrawn loan limits of the borrower under this contract without notice

5.5 If the lender realizes the creditor's rights by litigation or arbitration due to the borrower's breach of contract, the lawyer's fees, travel expenses, execution fees, evaluation fees and all other expenses for realizing the creditor's rights paid by the loan office shall be borne by the borrower.

5.6 On the premise that the borrower performs its obligations under the contract, if the lender fails to issue the loan to the borrower in full on schedule, it shall repay the actual loss of the loan

#### Article 6 other matters

6.1 Notices and various communications required under the contract shall be delivered to the other party according to the communication address, telex number or other contact information recorded in the contract. If the contact information changes at night, the other party shall be notified in time

#### 6.2 Terms of service

6.2.1 The borrower agrees and confirms that the following address shall be the address of relevant legal documents such as contract performance, negotiation and settlement under the contract, and shall be delivered to No. 1, Meixi Road, Meizhu Town, Xinchang County

Postal Code: 312500

Signee and Tel.: He Mengxing

The relevant legal documents shall be deemed to have been delivered by hand or mailed to the address.

6.2.2 the borrower agrees that the lender or the authority having jurisdiction over the dispute can also serve relevant legal documents on the borrower through the following electronic service method (1)

- (1) Mobile phone (SMS):

- (2) Fax:
- (3) Email address
- (4) QQ
- (5) WeChat
- (6) Other electronic means

6.2.3 The scope of application of the address and method of service includes: various notices, agreements and other documents under the contract, as well as relevant documents and legal documents in the dispute resolution procedure (including but not limited to mediation, arbitration, first instance, second instance, retrial and execution procedure)

If the address or method of service needs to be changed, the borrower shall notify the lender in writing seven working days in advance, and the change will take effect when the lender actually receives the notice. If it fails to give a written notice in advance, it shall be deemed that it has not been changed

If the address or method of service provided by the borrower is inaccurate and untrue, or the lender is not notified in time after the change of address or method of service, or the borrower and the agent designated by the borrower (no matter whether the borrower appoints the agent or not, the lender can serve it to its legal representative or person in charge) refuse to sign for receipt, resulting in the fact that some legal documents are not received, the borrower shall bear the legal consequences arising therefrom and deliver them by mail, The date of return indicated on the mail receipt shall be deemed as the date of delivery; In the case of direct service, the date on which the addressee records the situation on the service receipt on the spot shall be deemed as the date of service; If it is delivered electronically, it shall be deemed as the date of service from the date of entering the system designated by the borrower.

6.2.4 If the delivery address and electronic delivery method are determined at the same time, the delivery to the borrower's "elastic address" has the same legal effect as electronic delivery. If the same legal document is served in multiple ways, it shall have the effect of service or the first service date shall be the date of service

6.2.5 The terms of service are independent terms and are not affected by the whole contract or the number of other terms

6.3 The expenses to be paid to the third party for the performance of the contract shall be determined and borne by both parties through negotiation. If there is no negotiation or negotiation fails, both parties shall bear them in accordance with laws and regulations or the principle of fairness

6.4 The lender or Agricultural Bank of China may authorize or entrust other branches of Agricultural Bank of China to perform the rights and obligations under the contract (including but not limited to post loan management, loan collection and clearing, exercising security interests, issuing credit, etc.) according to the needs of operation and management, or transfer the loan under the contract to other branches of Agricultural Bank of China for management. The borrower acknowledges this, And bear the corresponding legal consequences of such acts under this contract. The lender does not need to obtain the consent of the borrower for the above acts.

6.5 The lender has the right to provide information related to this contract (including but not limited to loan form classification, loan overdue information, etc.) and other relevant information of the borrower to the basic database of financial credit information for qualified institutions or individuals to query and use in accordance with relevant laws and regulations or the requirements of financial regulatory authorities. The lender shall not be liable in any form for any adverse impact or loss to the borrower caused by any qualified third party's reliance on or use of the above information.

6.6 During the term of validity of this contract, if the lender is unable to continue to perform this contract or some terms of this contract due to the promulgation or modification of any laws and regulations, national policies or regulatory provisions, the lender has the right to cancel the outstanding loan and take other measures deemed necessary by the Lender in accordance with the above relevant provisions.

6.7 The lender's failure to exercise or partial exercise or delay in exercising any right under this contract does not constitute a waiver or change of this right or other rights, nor does it affect its further exercise of this right or other relevant rights

#### 6.8 Tax and invoice terms

6.8.1 Vat has been included in the taxable items collected by the lender from the borrower under this contract in accordance with the relevant national laws and regulations on tax collection. The tax rate of value-added tax shall be determined in accordance with the provisions of national laws and regulations. During the performance of the contract, if the national tax administration laws and regulations are adjusted, the lender will adjust the relevant tax rate and other relevant contents accordingly.

6.8.2 The lender will issue special VAT invoices or ordinary VAT invoices to the borrower in accordance with the provisions of national laws and regulations. If it is required to issue special VAT invoices, it shall comply with the conditions and procedures specified in national tax laws and regulations, otherwise the lender has the right to refuse the borrower's request for special VAT invoices under the contract. Within 360 days after the lender receives the taxes payable by the borrower, the borrower has the right to require the issuance of invoices. The invoice shall be issued by the lender or the billing institution designated by the lender. If the borrower fails to obtain the VAT invoice within the time limit, the lender may not provide the VAT invoice.

6.8.3 If the lender issues the wrong VAT special invoice or VAT ordinary invoice to the borrower due to the borrower's reason, the borrower shall bear the responsibility, and the lender has the right to require the borrower to bear the losses or other adverse consequences caused to the lender. The borrower is obliged to cooperate with the lender to complete the handling of relevant invoices in case of wrong issuance of VAT invoices and the need for cancellation or issuance of red ink invoices.

#### 6.9 Dispute resolution

6.9.1 In case of any dispute, it shall be settled by both parties through negotiation; if the negotiation fails, it shall be settled according to the first method:

- (1) Bring a lawsuit to the people's court where the lender is located;
- (2) Submit to (full name of arbitration institution) for arbitration in accordance with its arbitration rules

6.9.2 During the period of litigation or arbitration, the provisions of the contract that do not involve disputes shall continue to be performed

#### 6.10 Validity of the contract

6.10.1 This contract shall come into force from the date of signing or sealing by both parties

6.10.2 Signing place: No. 1, Gushan Middle Road, Nanming street, Xinchang County

6.10.3 Signing date: August 24, 2021

6.10.4 Matters not covered in this contract shall be separately determined by both parties through negotiation

6.10.5 This contract is made in duplicate, one for the borrower, one for the lender and one for the guarantor, with the same effect

The borrower declares that the lender has provided us with relevant terms (especially the terms in BOLD) in accordance with the law, explained the concept, content and legal effect of relevant terms at our request, and we have known and understood the above terms.

(no text below)

(Signature page of the borrower)

The page is for signing contract No.: 3301012021002114

Borrower(seal): Zhongchai Machinery Co., Ltd

Legal representative/personnel in charge: He Mengxing (seal)

Or authorized agent

(Signature page of the lender)

The page is for signing contract No.: 3301012021002114

Lender(seal): Special Seal for Credit Loan of Xinchang County Branch of ABC

Legal representative/personnel in charge:

Or authorized agent

Credit loan contract: 2021-008

### Contract for Loans of Working Capital

Contract No.: 8951120210003517

**Lender:** Zhejiang Xinchang Rural Commercial Bank Co., Ltd

**Borrower:** Zhejiang Zhongchai Machinery Co., Ltd

This contract is signed by the lender and the borrower through consultation in accordance with relevant national laws, regulations and rules

**Article 1** loan amount, type and purpose: the lender agrees to grant the borrower a loan of RMB (in words) eight million only. The type of loan is short-term loan, and the purpose of loan is initial working capital

**Article 2** loan term: the loan term of this contract starts from August 30, 2021 to August 18, 2022. If the actual lending date and maturity date are inconsistent with the above agreement, the loan receipt shall prevail

**Article 3** loan interest rate: the loan interest rate of this contract is calculated by the simple interest method, which is determined in the following way (2). (if the option is checked, tick  in front of the option)

(1) The loan interest rate of the contract shall be determined by the latest one-year period and five-year period and other LPR (plus / minus) basis points published on the natural day before the effective date of the contract (LPR, i.e. the market quotation interest rate published by the national interbank lending center, 1 basis point = 0.01%, the same below). The details shall be subject to the loan receipt, and the loan interest rate will not be adjusted during the loan term

(2) The interest rate of each loan under this contract shall be determined by adding (adding / subtracting) 50.00 basis points to the latest  LPR of  1-year 5-year or more in the district published on the natural day before the loan issuance date of the district on the effective date of the contract, which shall be subject to the loan receipt. During the loan term, the interest rate of each loan shall be adjusted accordingly according to the following  method, and the lender will not notify the borrower otherwise

the interest rate of a single loan shall not be adjusted, and the interest shall not be calculated in sections

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② For the interest rate repricing cycle, the adjustment date is the corresponding day of the loan Issuance Date in the month of adjustment. If there is no corresponding day in the month of adjustment, the last day of the month shall be the adjustment date. The LPR of the term varieties selected in paragraph (2) of this article in the latest period published on the natural day before the adjustment date shall be the new pricing benchmark, and the plus (minus) basis points shall remain unchanged.

(3) Others

The calculation formula of loan interest rate under this contract is: monthly interest rate = annual interest rate ÷ 12; Daily interest rate = annual interest rate ÷ 360

#### **Article 4** loan issuance and payment

(1) Withdrawal conditions. For the withdrawal under this contract, the borrower must meet the following conditions: 1 The borrower has not violated its obligations and responsibilities under this contract; 2. There is no adverse change in the financial condition of the borrower that may endanger, delay or prevent it from performing its obligations and responsibilities under the contract; 3. There is no breach of contract under the contract; 4. The guarantee is continuously effective, and there is no adverse change to the lender in the guarantor's guarantee ability and the guarantee ability or value of the property; 5. The borrower has opened relevant accounts as required by the lender; 6. Other conditions required by the lender

The borrower understands and accepts the lender's suspension of the borrower's withdrawal request due to the influence of national policies, macro-control and regulatory requirements.

(2) Loan issuance. The borrower applies to the lender for withdrawal before using the funds. If the lender considers that the withdrawal conditions agreed in this contract are met after review, the loan funds shall be transferred to the agreed borrower's account

(3) Loan payment, 1 Entrusted payment, The single payment amount of loan funds is RMB one million yuan (in words, the method of entrusted payment by the lender. The lender will pay the loan funds to the borrower's trading partner through the borrower's account after examination and approval according to the borrower's payment power of attorney, corresponding payment vouchers, business contracts and other supporting materials. 2. Independent payment. If it does not meet the conditions of entrusted payment by the lender, the method of independent payment by the borrower shall be adopted, and the borrower shall provide the loan funds to the lender within 3 days of the use of the loan funds Pay relevant transaction information, and summarize and report the payment of loan funds. The lender has the right to verify whether the loan payment meets the agreed purpose through account analysis, voucher inspection, on-site investigation, etc. 3 In the process of loan payment under this contract, if the borrower's credit status drops, the profitability of its main business is not strong, and the use of loan funds is abnormal, the borrower shall negotiate with the lender to supplement the loan issuance and payment conditions, or the lender has the right to change the payment method and stop the issuance and payment of loan funds

**Article 5** repayment method: the repayment method agreed in this contract is to pay interest on a monthly basis (monthly, quarterly or annual)\_ The 20th day of the month (the month at the end of the month or the month at the end of the year) is the interest settlement date, and the next day is the interest payment date. Overdue interest payment is deemed to be a breach of contract. The principal shall be repaid in one lump sum at the expiration of the loan term, and the interest shall be paid off with it. However, if the electronic data and vouchers generated by E-banks such as loan receipt or online banking specially stipulate the repayment method of the current loan, the repayment method of the current loan shall be agreed accordingly

**Article 6** the borrower promises that: (1) the borrower has been approved and registered by the administrative authority for Industry and commerce or the competent authority according to law, and the loan matters comply with the requirements of laws and regulations; (2) The borrower and its legal representatives, shareholders and senior managers have good letters of credit and no major bad records; (3) Timely provide the lender with documents and vouchers related to the issuance, payment and use of loan funds under this contract, and the materials, documents, data and information provided are true, accurate, complete, legal and effective; (4) Cooperate with the lender in payment management and accept the lender's on-site and off-site investigation; (5) In case of partial or total loss of guarantee ability of the guarantor, such as suspension of business, suspension of business, bankruptcy, dissolution, revocation of business license, cancellation, merger (merger or acquisition) or serious business losses, the guarantor is obliged to inform the lender in time and provide guarantee approved by the lender in time according to the requirements of the lender; (6) All transactions between the borrower and its related parties will be conducted in good faith, fair and will not directly or indirectly damage the interests of the Lender under this contract; (7) If the borrower has multiple debts with the lender, the lender can independently decide the repayment order of each debt; (8) Notify the lender in time in case of major adverse events affecting solvency.

**Article 7** Loan extension: if the borrower needs to extend the loan term, it shall submit an application to the lender in writing before the maturity date of the loan. With the consent of the lender and the guarantor, the lender, the borrower and the guarantor shall separately sign a loan extension repayment agreement. After the loan extension, when the extended term plus the original term of the loan reaches the new interest rate term grade, the interest rate shall be determined according to the current interest rate grade of the cumulative term

**Article 8** Any of the following circumstances shall constitute a breach of contract or risk event: (1) failure to repay the loan principal or interest on schedule, or failure to repay the loan principal and interest according to the repayment method specially agreed in the loan receipt; (2) Failing to use the loan according to the agreed purpose of the loan; (3) Failure to pay the loan funds in the agreed manner; (4) Failure to comply with the commitments of the contract; (5) Failing to pay off other due debts to the lender on schedule; (6) Failing to pay off the due debts of any other financial institution or a third party on schedule; (7) Property is looted and other events; (8) Involved in major adverse litigation; (9) Being imposed a major administrative penalty by an administrative organ; (10) Shut down due to poor management; (11) concealing the financial and operating conditions of the enterprise or withdrawing funds (capital); (12) Contracting, entrusted operation, trusteeship, leasing, joint venture merger, merger, division, transfer, share system transformation or reduction of registered capital without the written consent of the lender; (13) Failing to inform the lender in writing one month before the date of change of the enterprise name, legal representative, shareholder, domicile or business scope and other industrial and commercial registration items; (14) Tax evasion, bankruptcy, dissolution, ordered to suspend business for rectification or revoked (revoked) business license; (15) The guarantor dies, disappears or loses civil capacity, and the borrower is unable to add qualified guarantee; (16) Other situations that seriously affect the ability to repay debts or lose credit.

During the validity of this contract, in case of the borrower's breach of contract or risk event in (I) (II) (V) (VIII) (x) (XII) (XIII) (XIV) (XVI) above, the lender has the right to take any one or more of the following measures, including but not limited to: 1 Calculate and collect penalty interest and compound interest according to regulations; 2. Stop issuing loans, announce the early maturity of the loans issued under this contract, and require the borrower to repay all loans and corresponding interest, penalty interest and compound interest immediately; 3. Stop payment and deduct corresponding funds from the accounts of the borrower and the guarantor as agreed to repay the loan principal, interest and expenses; 4. Require the guarantor to perform joint and several guarantee liability; 5. Require the realization of mortgage; 6. Terminate the contract in advance; 7. Other measures permitted by law.

During the validity period of this contract, in case of the borrower's breach of contract or risk events in (3) (4) (6) (7) (9) (11), (15) above, the lender has the right to require the borrower to provide a new guarantee for the creditor's rights under this contract that meets the requirements of the lender, or take other measures to ensure that the legitimate rights and interests of the lender are not infringed, and the borrower fails to provide a new guarantee as required by the lender, Or the measures taken fail to ensure that the legitimate rights and interests of the lender are not infringed, the lender has the right to take any one or more of the following measures, including but not limited to: 1 Calculate and collect penalty interest and compound interest according to regulations; 2. Stop issuing loans, announce the early maturity of the loans issued under this contract, and require the borrower to repay all loans and corresponding interest, default interest and compound interest immediately; 3. Stop payment and deduct corresponding funds from the accounts of the borrower and the guarantor as agreed to repay the loan principal, interest and expenses; 4. Require the guarantor to perform joint and several guarantee liability; 5. Require the realization of mortgage; 6. Terminate the contract in advance; 7. Other measures permitted by law.

**Article 9** Loan guarantee: the guarantee provided by the borrower shall maintain its due guarantee capacity until the lender's rights under this contract are extinguished. If the guarantee ability of the property is reduced or loses its guarantee function, or one of the circumstances in items (4) to (16) of Article 8 above occurs to the guarantor, the lender has the right to stop the loan not issued under the contract and recover the undue loan in advance

**Article 10** Liability for breach of contract:

(1) the borrower's breach of contract and its liability for breach of contract: 1 If the principal of the loan (including extension) is not repaid on schedule, the penalty interest shall be charged at the interest rate of 50% plus the penalty interest rate agreed in the loan contract from the date of overdue. If the loan interest and penalty interest are not paid on schedule, compound interest shall be calculated and charged at the penalty interest rate. 3 If the loan is not used in accordance with the contract, the loan misappropriated shall be charged at the agreed interest rate during the misappropriation period. The penalty interest rate is 100%. 4. The borrower shall repay the loan in advance with the consent of the lender; The lender has the right to charge the borrower interest on the loan repaid in advance according to the term and interest rate agreed in the contract, but with the consent of the lender, the interest can be calculated and charged according to the interest rate agreed in the contract and the actual number of days.

(2) Lender's breach of contract and its liability for breach of contract: if the lender fails to provide the loan to the borrower in accordance with the contract, it shall pay liquidated damages to the borrower according to the amount of breach of contract, the overdue default interest rate and the number of days of breach of contract

**Article 11** Performance of the contract: (1) when the lender transfers the loan to the borrower's account, it shall be deemed that the lender has fulfilled its obligation to issue the loan. (2) When the lender recovers the principal and interest of the due loan or recovers the principal and interest of the loan in advance according to the contract, it can directly stop the payment from the borrower's account and deduct the corresponding amount to repay the principal and interest of the loan and expenses.

**Article 12** Establishment, effectiveness and dissolution of the contract: (1) the contract shall be established from the date of signature, seal or finger print of each party; And the borrower shall provide a qualified guarantee for the creditor's rights of the lender, which shall take effect from the date when the State Food Co guarantee contract is established and takes effect. (2) within 30 days from the date of the establishment of this contract, if the borrower should provide a qualified guarantee for the creditor's rights of the lender but fails to provide a qualified guarantee, the lender has the right to terminate this contract.

**Article 13** Other agreed matters: the lender authorizes its subordinate business institutions and outlets to specifically handle financing business. The borrower knows the above situation and has no objection, and the borrower confirms the special fund return account of the loan is: \_\_\_\_\_.

**Article 14** Use of information: the borrower agrees that the lender shall enter (query and disclose) the relevant information of the borrower in the basic database of personal (enterprise) credit information and relevant information system of the people's Bank of China in accordance with the relevant provisions of the people's Bank of China or other administrative departments. When the borrower breaches the contract, the lender has the right to disclose the breach information according to law according to the breach, or provide relevant information to the collection agency for the purpose of collection.

**Article 15** Dispute resolution: disputes arising from this contract shall be settled by the parties through negotiation: if the negotiation fails, either party shall have the right to choose the following dispute resolution methods (tick  in the front of the option)

Submit the dispute to the people's Court of the place where the lender is domiciled for settlement through litigation

Submit the dispute to the Arbitration Commission for arbitration in accordance with the arbitration rules in force at the time of applying for arbitration. The arbitration award is final and binding on all parties.

**Article 16** Others

(1) The guarantee contract corresponding to this contract is 8951320190000953, which is an integral part of this contract

(2) Vouchers and attachments such as loan receipts are an integral part of this contract and have the same effect as this contract

(3) All reasonable expenses for realizing creditor's rights such as notarization expenses, litigation expenses and attorney's agency fees incurred in this contract shall be borne by the borrower

(4) The lender has requested the borrower to make a comprehensive and accurate understanding of the terms of this contract and fully explain the terms as required by the borrower; All terms of this contract have been fully negotiated before signing; The borrower has fully understood the meaning of the terms of this contract and the corresponding legal consequences

(5) This contract is made in triplicate, with the lender holding two copies and the borrower holding one copy, with the same effect.

Borrower: Zhongchai Machinery Co., Ltd

Legal representative/personnel in charge: He Mengxing (seal)  
Or authorized agent

Lender(seal): Special Seal for Credit Loan of Zhejiang Xinchang Rural Commercial Bank Co., Ltd

Legal representative/personnel in charge: Zhang Zhigao  
Or authorized agent

Signing date: August 31, 2021

Credit loan contract: 2021-008

### Contract for Loans of Working Capital

Contract No.: 8951120210003518

**Lender:** Zhejiang Xinchang Rural Commercial Bank Co., Ltd

**Borrower:** Zhejiang Zhongchai Machinery Co., Ltd

This contract is signed by the lender and the borrower through consultation in accordance with relevant national laws, regulations and rules

**Article 1** loan amount, type and purpose: the lender agrees to grant the borrower a loan of RMB (in words) seven million only. The type of loan is short-term loan, and the purpose of loan is initial working capital

**Article 2** loan term: the loan term of this contract starts from August 30, 2021 to August 23, 2022. If the actual lending date and maturity date are inconsistent with the above agreement, the loan receipt shall prevail

**Article 3** loan interest rate: the loan interest rate of this contract is calculated by the simple interest method, which is determined in the following way (2). (if the option is checked, tick  in front of the option)

(1) The loan interest rate of the contract shall be determined by the latest one-year period and five-year period and other LPR (plus / minus) basis points published on the natural day before the effective date of the contract (LPR, i.e. the market quotation interest rate published by the national interbank lending center, 1 basis point = 0.01%, the same below). The details shall be subject to the loan receipt, and the loan interest rate will not be adjusted during the loan term

(2) The interest rate of each loan under this contract shall be determined by adding (adding / subtracting) 145.000000 basis points to the latest  LPR of  1-year  5-year or more in the district published on the natural day before the loan issuance date of the district on the effective date of the contract, which shall be subject to the loan receipt. During the loan term, the interest rate of each loan shall be adjusted accordingly according to the following  method, and the lender will not notify the borrower otherwise

the interest rate of a single loan shall not be adjusted, and the interest shall not be calculated in sections

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② For the interest rate repricing cycle, the adjustment date is the corresponding day of the loan Issuance Date in the month of adjustment. If there is no corresponding day in the month of adjustment, the last day of the month shall be the adjustment date. The LPR of the term varieties selected in paragraph (2) of this article in the latest period published on the natural day before the adjustment date shall be the new pricing benchmark, and the plus (minus) basis points shall remain unchanged.

(3) Others

The calculation formula of loan interest rate under this contract is: monthly interest rate = annual interest rate ÷ 12; Daily interest rate = annual interest rate ÷ 360

#### **Article 4** loan issuance and payment

(1) Withdrawal conditions. For the withdrawal under this contract, the borrower must meet the following conditions: 1 The borrower has not violated its obligations and responsibilities under this contract; 2. There is no adverse change in the financial condition of the borrower that may endanger, delay or prevent it from performing its obligations and responsibilities under the contract; 3. There is no breach of contract under the contract; 4. The guarantee is continuously effective, and there is no adverse change to the lender in the guarantor's guarantee ability and the guarantee ability or value of the property; 5. The borrower has opened relevant accounts as required by the lender; 6. Other conditions required by the lender

The borrower understands and accepts the lender's suspension of the borrower's withdrawal request due to the influence of national policies, macro-control and regulatory requirements.

(2) Loan issuance. The borrower applies to the lender for withdrawal before using the funds. If the lender considers that the withdrawal conditions agreed in this contract are met after review, the loan funds shall be transferred to the agreed borrower's account

(3) Loan payment, 1 Entrusted payment, The single payment amount of loan funds is RMB one million yuan (in words, the method of entrusted payment by the lender. The lender will pay the loan funds to the borrower's trading partner through the borrower's account after examination and approval according to the borrower's payment power of attorney, corresponding payment vouchers, business contracts and other supporting materials. 2. Independent payment. If it does not meet the conditions of entrusted payment by the lender, the method of independent payment by the borrower shall be adopted, and the borrower shall provide the loan funds to the lender within 3 days of the use of the loan funds Pay relevant transaction information, and summarize and report the payment of loan funds. The lender has the right to verify whether the loan payment meets the agreed purpose through account analysis, voucher inspection, on-site investigation, etc. 3 In the process of loan payment under this contract, if the borrower's credit status drops, the profitability of its main business is not strong, and the use of loan funds is abnormal, the borrower shall negotiate with the lender to supplement the loan issuance and payment conditions, or the lender has the right to change the payment method and stop the issuance and payment of loan funds

**Article 5** repayment method: the repayment method agreed in this contract is to pay interest on a monthly basis (monthly, quarterly or annual)\_ The 20th day of the month (the month at the end of the month or the month at the end of the year) is the interest settlement date, and the next day is the interest payment date. Overdue interest payment is deemed to be a breach of contract. The principal shall be repaid in one lump sum at the expiration of the loan term, and the interest shall be paid off with it. However, if the electronic data and vouchers generated by E-banks such as loan receipt or online banking specially stipulate the repayment method of the current loan, the repayment method of the current loan shall be agreed accordingly

**Article 6** the borrower promises that: (1) the borrower has been approved and registered by the administrative authority for Industry and commerce or the competent authority according to law, and the loan matters comply with the requirements of laws and regulations; (2)The borrower and its legal representatives, shareholders and senior managers have good letters of credit and no major bad records; (3)Timely provide the lender with documents and vouchers related to the issuance, payment and use of loan funds under this contract, and the materials, documents, data and information provided are true, accurate, complete, legal and effective; (4)Cooperate with the lender in payment management and accept the lender's on-site and off-site investigation; (5) In case of partial or total loss of guarantee ability of the guarantor, such as suspension of business, suspension of business, bankruptcy, dissolution, revocation of business license, cancellation, merger (merger or acquisition) or serious business losses, the guarantor is obliged to inform the lender in time and provide guarantee approved by the lender in time according to the requirements of the lender; (6) All transactions between the borrower and its related parties will be conducted in good faith, fair and will not directly or indirectly damage the interests of the Lender under this contract; (7) If the borrower has multiple debts with the lender, the lender can independently decide the repayment order of each debt; (8)Notify the lender in time in case of major adverse events affecting solvency.

**Article 7** Loan extension: if the borrower needs to extend the loan term, it shall submit an application to the lender in writing before the maturity date of the loan. With the consent of the lender and the guarantor, the lender, the borrower and the guarantor shall separately sign a loan extension repayment agreement. After the loan extension, when the extended term plus the original term of the loan reaches the new interest rate term grade, the interest rate shall be determined according to the current interest rate grade of the cumulative term

**Article 8** Any of the following circumstances shall constitute a breach of contract or risk event: (1) failure to repay the loan principal or interest on schedule, or failure to repay the loan principal and interest according to the repayment method specially agreed in the loan receipt; (2) Failing to use the loan according to the agreed purpose of the loan; (3) Failure to pay the loan funds in the agreed manner; (4) Failure to comply with the commitments of the contract; (5) Failing to pay off other due debts to the lender on schedule; (6) Failing to pay off the due debts of any other financial institution or a third party on schedule; (7) Property is looted and other events; (8) Involved in major adverse litigation; (9) Being imposed a major administrative penalty by an administrative organ; (10) Shut down due to poor management; (11) concealing the financial and operating conditions of the enterprise or withdrawing funds (capital); (12) Contracting, entrusted operation, trusteeship, leasing, joint venture merger, merger, division, transfer, share system transformation or reduction of registered capital without the written consent of the lender; (13) Failing to inform the lender in writing one month before the date of change of the enterprise name, legal representative, shareholder, domicile or business scope and other industrial and commercial registration items; (14) Tax evasion, bankruptcy, dissolution, ordered to suspend business for rectification or revoked (revoked) business license; (15) The guarantor dies, disappears or loses civil capacity, and the borrower is unable to add qualified guarantee; (16) Other situations that seriously affect the ability to repay debts or lose credit.

During the validity of this contract, in case of the borrower's breach of contract or risk event in (I) (II) (V) (VIII) (x) (XII) (XIII) (XIV) (XVI) above, the lender has the right to take any one or more of the following measures, including but not limited to: 1 Calculate and collect penalty interest and compound interest according to regulations; 2. Stop issuing loans, announce the early maturity of the loans issued under this contract, and require the borrower to repay all loans and corresponding interest, penalty interest and compound interest immediately; 3. Stop payment and deduct corresponding funds from the accounts of the borrower and the guarantor as agreed to repay the loan principal, interest and expenses; 4. Require the guarantor to perform joint and several guarantee liability; 5. Require the realization of mortgage; 6. Terminate the contract in advance; 7. Other measures permitted by law.

During the validity period of this contract, in case of the borrower's breach of contract or risk events in (3) (4) (6) (7) (9) (11), (15) above, the lender has the right to require the borrower to provide a new guarantee for the creditor's rights under this contract that meets the requirements of the lender, or take other measures to ensure that the legitimate rights and interests of the lender are not infringed, and the borrower fails to provide a new guarantee as required by the lender, Or the measures taken fail to ensure that the legitimate rights and interests of the lender are not infringed, the lender has the right to take any one or more of the following measures, including but not limited to: 1 Calculate and collect penalty interest and compound interest according to regulations; 2. Stop issuing loans, announce the early maturity of the loans issued under this contract, and require the borrower to repay all loans and corresponding interest, default interest and compound interest immediately; 3. Stop payment and deduct corresponding funds from the accounts of the borrower and the guarantor as agreed to repay the loan principal, interest and expenses; 4. Require the guarantor to perform joint and several guarantee liability; 5. Require the realization of mortgage; 6. Terminate the contract in advance; 7. Other measures permitted by law.

**Article 9** Loan guarantee: the guarantee provided by the borrower shall maintain its due guarantee capacity until the lender's rights under this contract are extinguished. If the guarantee ability of the property is reduced or loses its guarantee function, or one of the circumstances in items (4) to (16) of Article 8 above occurs to the guarantor, the lender has the right to stop the loan not issued under the contract and recover the undue loan in advance

**Article 10** Liability for breach of contract:

(1) the borrower's breach of contract and its liability for breach of contract: 1 If the principal of the loan (including extension) is not repaid on schedule, the penalty interest shall be charged at the interest rate of 50% plus the penalty interest rate agreed in the loan contract from the date of overdue. If the loan interest and penalty interest are not paid on schedule, compound interest shall be calculated and charged at the penalty interest rate. 3 If the loan is not used in accordance with the contract, the loan misappropriated shall be charged at the agreed interest rate during the misappropriation period. The penalty interest rate is 100%. 4. The borrower shall repay the loan in advance with the consent of the lender; The lender has the right to charge the borrower interest on the loan repaid in advance according to the term and interest rate agreed in the contract, but with the consent of the lender, the interest can be calculated and charged according to the interest rate agreed in the contract and the actual number of days.

(2) Lender's breach of contract and its liability for breach of contract: if the lender fails to provide the loan to the borrower in accordance with the contract, it shall pay liquidated damages to the borrower according to the amount of breach of contract, the overdue default interest rate and the number of days of breach of contract

**Article 11** Performance of the contract: (1) when the lender transfers the loan to the borrower's account, it shall be deemed that the lender has fulfilled its obligation to issue the loan. (2) When the lender recovers the principal and interest of the due loan or recovers the principal and interest of the loan in advance according to the contract, it can directly stop the payment from the borrower's account and deduct the corresponding amount to repay the principal and interest of the loan and expenses.

**Article 12** Establishment, effectiveness and dissolution of the contract: (1) the contract shall be established from the date of signature, seal or finger print of each party; And the borrower shall provide a qualified guarantee for the creditor's rights of the lender, which shall take effect from the date when the State Food Co guarantee contract is established and takes effect. (2) within 30 days from the date of the establishment of this contract, if the borrower should provide a qualified guarantee for the creditor's rights of the lender but fails to provide a qualified guarantee, the lender has the right to terminate this contract.

**Article 13** Other agreed matters: the lender authorizes its subordinate business institutions and outlets to specifically handle financing business. The borrower knows the above situation and has no objection, and the borrower confirms the special fund return account of the loan is \_\_\_\_\_.

**Article 14** Use of information: the borrower agrees that the lender shall enter (query and disclose) the relevant information of the borrower in the basic database of personal (enterprise) credit information and relevant information system of the people's Bank of China in accordance with the relevant provisions of the people's Bank of China or other administrative departments. When the borrower breaches the contract, the lender has the right to disclose the breach information according to law according to the breach, or provide relevant information to the collection agency for the purpose of collection.

**Article 15** Dispute resolution: disputes arising from this contract shall be settled by the parties through negotiation: if the negotiation fails, either party shall have the right to choose the following dispute resolution methods (tick  in the front of the option)

Submit the dispute to the people's Court of the place where the lender is domiciled for settlement through litigation

Submit the dispute to the Arbitration Commission for arbitration in accordance with the arbitration rules in force at the time of applying for arbitration. The arbitration award is final and binding on all parties.

**Article 16** Others

(1) The guarantee contract corresponding to this contract is 8951320190000958, which is an integral part of this contract

(2) Vouchers and attachments such as loan receipts are an integral part of this contract and have the same effect as this contract

(3) All reasonable expenses for realizing creditor's rights such as notarization expenses, litigation expenses and attorney's agency fees incurred in this contract shall be borne by the borrower

(4) The lender has requested the borrower to make a comprehensive and accurate understanding of the terms of this contract and fully explain the terms as required by the borrower; All terms of this contract have been fully negotiated before signing; The borrower has fully understood the meaning of the terms of this contract and the corresponding legal consequences

(5) This contract is made in triplicate, with the lender holding two copies and the borrower holding one copy, with the same effect.

Borrower: Zhongchai Machinery Co., Ltd

Legal representative/personnel in charge: He Mengxing (seal)  
Or authorized agent

Lender(seal): Special Seal for Credit Loan of Zhejiang Xinchang Rural Commercial Bank Co., Ltd

Legal representative/personnel in charge: Zhang Zhigao  
Or authorized agent

Signing date: August 31, 2021

Credit loan contract: 2021-008

### Contract for Loans of Working Capital

Contract No.: 8951120210003548

**Lender:** Zhejiang Xinchang Rural Commercial Bank Co., Ltd

**Borrower:** Zhejiang Zhongchai Machinery Co., Ltd

This contract is signed by the lender and the borrower through consultation in accordance with relevant national laws, regulations and rules

**Article 1** loan amount, type and purpose: the lender agrees to grant the borrower a loan of RMB (in words) seventeen million only. The type of loan is short-term loan, and the purpose of loan is initial working capital

**Article 2** loan term: the loan term of this contract starts from September 2, 2021 to September 1, 2022. If the actual lending date and maturity date are inconsistent with the above agreement, the loan receipt shall prevail

**Article 3** loan interest rate: the loan interest rate of this contract is calculated by the simple interest method, which is determined in the following way (2). (if the option is checked, tick  in front of the option)

(1) The loan interest rate of the contract shall be determined by the latest one-year period and five-year period and other LPR (plus / minus) basis points published on the natural day before the effective date of the contract (LPR, i.e. the market quotation interest rate published by the national interbank lending center, 1 basis point = 0.01%, the same below). The details shall be subject to the loan receipt, and the loan interest rate will not be adjusted during the loan term

(2) The interest rate of each loan under this contract shall be determined by adding (adding / subtracting) 50.00 basis points to the latest LPR of  $\sqrt{1}$ -year 5-year or more in the district published on the natural day before the loan issuance date of the district on the effective date of the contract, which shall be subject to the loan receipt. During the loan term, the interest rate of each loan shall be adjusted accordingly according to the following ① method, and the lender will not notify the borrower otherwise

① the interest rate of a single loan shall not be adjusted, and the interest shall not be calculated in sections

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② For the interest rate repricing cycle, the adjustment date is the corresponding day of the loan Issuance Date in the month of adjustment. If there is no corresponding day in the month of adjustment, the last day of the month shall be the adjustment date. The LPR of the term varieties selected in paragraph (2) of this article in the latest period published on the natural day before the adjustment date shall be the new pricing benchmark, and the plus (minus) basis points shall remain unchanged.

(3) Others

The calculation formula of loan interest rate under this contract is: monthly interest rate = annual interest rate ÷ 12; Daily interest rate = annual interest rate ÷ 360

#### **Article 4** loan issuance and payment

(1) Withdrawal conditions. For the withdrawal under this contract, the borrower must meet the following conditions: 1 The borrower has not violated its obligations and responsibilities under this contract; 2. There is no adverse change in the financial condition of the borrower that may endanger, delay or prevent it from performing its obligations and responsibilities under the contract; 3. There is no breach of contract under the contract; 4. The guarantee is continuously effective, and there is no adverse change to the lender in the guarantor's guarantee ability and the guarantee ability or value of the property; 5. The borrower has opened relevant accounts as required by the lender; 6. Other conditions required by the lender

The borrower understands and accepts the lender's suspension of the borrower's withdrawal request due to the influence of national policies, macro-control and regulatory requirements.

(2) Loan issuance. The borrower applies to the lender for withdrawal before using the funds. If the lender considers that the withdrawal conditions agreed in this contract are met after review, the loan funds shall be transferred to the agreed borrower's account

(3) Loan payment, 1 Entrusted payment, The single payment amount of loan funds is RMB one million yuan (in words, the method of entrusted payment by the lender. The lender will pay the loan funds to the borrower's trading partner through the borrower's account after examination and approval according to the borrower's payment power of attorney, corresponding payment vouchers, business contracts and other supporting materials. 2. Independent payment. If it does not meet the conditions of entrusted payment by the lender, the method of independent payment by the borrower shall be adopted, and the borrower shall provide the loan funds to the lender within 3 days of the use of the loan funds Pay relevant transaction information, and summarize and report the payment of loan funds. The lender has the right to verify whether the loan payment meets the agreed purpose through account analysis, voucher inspection, on-site investigation, etc. 3 In the process of loan payment under this contract, if the borrower's credit status drops, the profitability of its main business is not strong, and the use of loan funds is abnormal, the borrower shall negotiate with the lender to supplement the loan issuance and payment conditions, or the lender has the right to change the payment method and stop the issuance and payment of loan funds

**Article 5** repayment method: the repayment method agreed in this contract is to pay interest on a monthly basis (monthly, quarterly or annual)\_ The 20th day of the month (the month at the end of the month or the month at the end of the year) is the interest settlement date, and the next day is the interest payment date. Overdue interest payment is deemed to be a breach of contract. The principal shall be repaid in one lump sum at the expiration of the loan term, and the interest shall be paid off with it. However, if the electronic data and vouchers generated by E-banks such as loan receipt or online banking specially stipulate the repayment method of the current loan, the repayment method of the current loan shall be agreed accordingly

**Article 6** the borrower promises that: (1) the borrower has been approved and registered by the administrative authority for Industry and commerce or the competent authority according to law, and the loan matters comply with the requirements of laws and regulations; (2)The borrower and its legal representatives, shareholders and senior managers have good letters of credit and no major bad records; (3)Timely provide the lender with documents and vouchers related to the issuance, payment and use of loan funds under this contract, and the materials, documents, data and information provided are true, accurate, complete, legal and effective; (4)Cooperate with the lender in payment management and accept the lender's on-site and off-site investigation; (5) In case of partial or total loss of guarantee ability of the guarantor, such as suspension of business, suspension of business, bankruptcy, dissolution, revocation of business license, cancellation, merger (merger or acquisition) or serious business losses, the guarantor is obliged to inform the lender in time and provide guarantee approved by the lender in time according to the requirements of the lender; (6) All transactions between the borrower and its related parties will be conducted in good faith, fair and will not directly or indirectly damage the interests of the Lender under this contract; (7) If the borrower has multiple debts with the lender, the lender can independently decide the repayment order of each debt; (8)Notify the lender in time in case of major adverse events affecting solvency.

**Article 7** Loan extension: if the borrower needs to extend the loan term, it shall submit an application to the lender in writing before the maturity date of the loan. With the consent of the lender and the guarantor, the lender, the borrower and the guarantor shall separately sign a loan extension repayment agreement. After the loan extension, when the extended term plus the original term of the loan reaches the new interest rate term grade, the interest rate shall be determined according to the current interest rate grade of the cumulative term

**Article 8** Any of the following circumstances shall constitute a breach of contract or risk event: (1) failure to repay the loan principal or interest on schedule, or failure to repay the loan principal and interest according to the repayment method specially agreed in the loan receipt; (2) Failing to use the loan according to the agreed purpose of the loan; (3) Failure to pay the loan funds in the agreed manner; (4) Failure to comply with the commitments of the contract; (5) Failing to pay off other due debts to the lender on schedule; (6) Failing to pay off the due debts of any other financial institution or a third party on schedule; (7) Property is looted and other events; (8) Involved in major adverse litigation; (9) Being imposed a major administrative penalty by an administrative organ; (10) Shut down due to poor management; (11) concealing the financial and operating conditions of the enterprise or withdrawing funds (capital); (12) Contracting, entrusted operation, trusteeship, leasing, joint venture merger, merger, division, transfer, share system transformation or reduction of registered capital without the written consent of the lender; (13) Failing to inform the lender in writing one month before the date of change of the enterprise name, legal representative, shareholder, domicile or business scope and other industrial and commercial registration items; (14) Tax evasion, bankruptcy, dissolution, ordered to suspend business for rectification or revoked (revoked) business license; (15) The guarantor dies, disappears or loses civil capacity, and the borrower is unable to add qualified guarantee; (16) Other situations that seriously affect the ability to repay debts or lose credit.

During the validity of this contract, in case of the borrower's breach of contract or risk event in (I) (II) (V) (VIII) (x) (XII) (XIII) (XIV) (XVI) above, the lender has the right to take any one or more of the following measures, including but not limited to: 1 Calculate and collect penalty interest and compound interest according to regulations; 2. Stop issuing loans, announce the early maturity of the loans issued under this contract, and require the borrower to repay all loans and corresponding interest, penalty interest and compound interest immediately; 3. Stop payment and deduct corresponding funds from the accounts of the borrower and the guarantor as agreed to repay the loan principal, interest and expenses; 4. Require the guarantor to perform joint and several guarantee liability; 5. Require the realization of mortgage; 6. Terminate the contract in advance; 7. Other measures permitted by law.

During the validity period of this contract, in case of the borrower's breach of contract or risk events in (3) (4) (6) (7) (9) (11), (15) above, the lender has the right to require the borrower to provide a new guarantee for the creditor's rights under this contract that meets the requirements of the lender, or take other measures to ensure that the legitimate rights and interests of the lender are not infringed, and the borrower fails to provide a new guarantee as required by the lender, Or the measures taken fail to ensure that the legitimate rights and interests of the lender are not infringed, the lender has the right to take any one or more of the following measures, including but not limited to: 1 Calculate and collect penalty interest and compound interest according to regulations; 2. Stop issuing loans, announce the early maturity of the loans issued under this contract, and require the borrower to repay all loans and corresponding interest, default interest and compound interest immediately; 3. Stop payment and deduct corresponding funds from the accounts of the borrower and the guarantor as agreed to repay the loan principal, interest and expenses; 4. Require the guarantor to perform joint and several guarantee liability; 5. Require the realization of mortgage; 6. Terminate the contract in advance; 7. Other measures permitted by law.

**Article 9** Loan guarantee: the guarantee provided by the borrower shall maintain its due guarantee capacity until the lender's rights under this contract are extinguished. If the guarantee ability of the property is reduced or loses its guarantee function, or one of the circumstances in items (4) to (16) of Article 8 above occurs to the guarantor, the lender has the right to stop the loan not issued under the contract and recover the undue loan in advance

**Article 10** Liability for breach of contract:

(1) the borrower's breach of contract and its liability for breach of contract: 1 If the principal of the loan (including extension) is not repaid on schedule, the penalty interest shall be charged at the interest rate of 50% plus the penalty interest rate agreed in the loan contract from the date of overdue. If the loan interest and penalty interest are not paid on schedule, compound interest shall be calculated and charged at the penalty interest rate. 3 If the loan is not used in accordance with the contract, the loan misappropriated shall be charged at the agreed interest rate during the misappropriation period. The penalty interest rate is 100%. 4. The borrower shall repay the loan in advance with the consent of the lender; The lender has the right to charge the borrower interest on the loan repaid in advance according to the term and interest rate agreed in the contract, but with the consent of the lender, the interest can be calculated and charged according to the interest rate agreed in the contract and the actual number of days.

(2) Lender's breach of contract and its liability for breach of contract: if the lender fails to provide the loan to the borrower in accordance with the contract, it shall pay liquidated damages to the borrower according to the amount of breach of contract, the overdue default interest rate and the number of days of breach of contract

**Article 11** Performance of the contract: (1) when the lender transfers the loan to the borrower's account, it shall be deemed that the lender has fulfilled its obligation to issue the loan. (2) When the lender recovers the principal and interest of the due loan or recovers the principal and interest of the loan in advance according to the contract, it can directly stop the payment from the borrower's account and deduct the corresponding amount to repay the principal and interest of the loan and expenses.

**Article 12** Establishment, effectiveness and dissolution of the contract: (1) the contract shall be established from the date of signature, seal or finger print of each party; And the borrower shall provide a qualified guarantee for the creditor's rights of the lender, which shall take effect from the date when the State Food Co guarantee contract is established and takes effect. (2) within 30 days from the date of the establishment of this contract, if the borrower should provide a qualified guarantee for the creditor's rights of the lender but fails to provide a qualified guarantee, the lender has the right to terminate this contract.

**Article 13** Other agreed matters: the lender authorizes its subordinate business institutions and outlets to specifically handle financing business. The borrower knows the above situation and has no objection, and the borrower confirms the special fund return account of the loan is: \_\_\_\_\_.

**Article 14** Use of information: the borrower agrees that the lender shall enter (query and disclose) the relevant information of the borrower in the basic database of personal (enterprise) credit information and relevant information system of the people's Bank of China in accordance with the relevant provisions of the people's Bank of China or other administrative departments. When the borrower breaches the contract, the lender has the right to disclose the breach information according to law according to the breach, or provide relevant information to the collection agency for the purpose of collection.

**Article 15** Dispute resolution: disputes arising from this contract shall be settled by the parties through negotiation: if the negotiation fails, either party shall have the right to choose the following dispute resolution methods (tick  in the front of the option)

Submit the dispute to the people's Court of the place where the lender is domiciled for settlement through litigation

Submit the dispute to the Arbitration Commission for arbitration in accordance with the arbitration rules in force at the time of applying for arbitration. The arbitration award is final and binding on all parties.

**Article 16** Others

(1) The guarantee contract corresponding to this contract is 895132020001386, which is an integral part of this contract

(2) Vouchers and attachments such as loan receipts are an integral part of this contract and have the same effect as this contract

(3) All reasonable expenses for realizing creditor's rights such as notarization expenses, litigation expenses and attorney's agency fees incurred in this contract shall be borne by the borrower

(4) The lender has requested the borrower to make a comprehensive and accurate understanding of the terms of this contract and fully explain the terms as required by the borrower; All terms of this contract have been fully negotiated before signing; The borrower has fully understood the meaning of the terms of this contract and the corresponding legal consequences

(5) This contract is made in triplicate, with the lender holding two copies and the borrower holding one copy, with the same effect.

Borrower: Zhongchai Machinery Co., Ltd

Legal representative/personnel in charge: He Mengxing (seal)  
Or authorized agent

Lender(seal): Special Seal for Credit Loan of Zhejiang Xinchang Rural Commercial Bank Co., Ltd

Legal representative/personnel in charge: Zhang Zhigao  
Or authorized agent

Signing date: September 3, 2021

## CHANNEL PARTNER AGREEMENT

This Channel Partner Agreement (“**Agreement**”), dated and effective as of November 20, 2021 (“**Effective Date**”), is entered into by and between **Greenland Technologies Corp.**, a corporation organized under the laws of the state of Delaware, USA (“**Greenland**”), having a business address at 50 Millstone Road, Building 400 Suite 130, East Windsor, NJ 08512, USA and **Elive Maroc S.A.R.L. A.U.**, a company organized under the laws of **Morocco** having a business address at 56, Bd Moulay Youssef. Etage 3, #14, Casablanca Morocco (“**Partner**”). Greenland and Partner are collectively referred as **Parties**.

**Recitals**

WHEREAS, Greenland is in the business of designing, manufacturing, supplying, and selling electric forklifts products including such in the forms of complete forklift trucks, kits, parts, and components to the end user, channel partner, distributor, dealer, upfitter, and assembler for use, lease, resell, modify, upfit, and assemble;

WHEREAS, Partner wishes to purchase certain Products (see Appendix A) from Greenland and market, sell, distribute, and service the Products in **Morocco** excluding any countries prohibited under the Law and regulations; and

WHEREAS, Greenland desires to design, manufacture, distribute, and sell the Products to Partner and Partner desires to purchase, market, sell, distribute, and service Products in the region or business sector with its available resources and best efforts.

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 Greenland and Partner agree as follows:

**1. Authorization and Appointment.**

1.1 Greenland hereby authorizes Partner an exclusive right to sell and market Greenland’s Products (as listed in Appendix A) in certain African countries (hereinafter referred to as “Territories”).

1.2 The Channel Partner hereby accept Greenland as its product provider and will use any legal tool and its best effort in sales, research, promotion, advertising, marketing, and technical supporting to promote, distribute, sell, repair, maintain, support, and serve the Products.

**2. Territories.**

2.1 Territories given to Partner are as follow:

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## **Morocco**

Any changes of the Territory shall be modified and updated in Appendix B, which is an integral part of this Agreement. If the Parties agree to make changes on the territories, this Agreement shall become effective once the Appendix B is signed and stamped by both Parties.

2.2 The Channel Partner hereby accept Greenland as its product provider and will use any legal tool and commercially reasonable effort in sales, research, promotion, advertising, marketing, and technical supporting to promote, distribute, sell, repair, maintain, support, and serve the Products.

### **3. Marketing, Sale, After-market Support of Products.**

3.1 Product Showroom. Upon Greenland's approval of the lease, Partner shall set up the showroom within 120 days for the showcase and sale of the Products listed in Appendix A. The Partner is granted use of the Greenland or Greenland Machinery logo in their showroom decoration and product advertising. Greenland will bear fifty percent (50%) of the Product Showroom's first-year rent. Any Rent Agreement must be reviewed and approved by both Parties before entering. Greenland's share of the rent will be settled with the Partner on a quarterly basis with payment due within the first two weeks of each quarter.

3.2 The Partner may use product brochures, promotional material, manuals, photos, videos and marketing materials of Greenland to promote, market, sell, distribute, and serve the Products.

3.3 The Partner may create its own marketing and promotional material to market, promote, sell and serve the Products.

3.4 The Partner may use Greenland's trademarks and logos, or refer to Greenland's websites, or social media to market, promote, sell, and serve the Products.

3.5 The Partner has right to determine the selling price to market and sell to its customers but shall not below the minimum selling price, which may be set by Greenland.

3.6 Partner will provide its customers after-market supports and maintenance and repair services.

3.7 Partner may attend sales meetings, product announcement, and training seminar as may be scheduled by Greenland from time to time.

### **4. Modification and Upfitting Products**

4.1 Partner's Right to Upfit and Modify Products. Partner shall be authorized to upfit or customize the Products for market needs and for various applications. Greenland will make its best effort to give Partner necessary support.

### **5. Manufacture, Modify, and Discontinue of Products**

5.1 Replacement Parts. Greenland shall use commercially reasonable efforts to make replacement parts and components for the Products available to Partner during the Term and for three (3) years after termination or expiration of the Agreement or for the duration required by applicable Law, whichever lasts longer. To the extent that Greenland plans to discontinue any of such replacement parts and components, Greenland shall provide Partner with written notice ninety (90) days in advance of the time at which the anticipated change will take effect unless such is commercially impracticable by industry requirements or applicable Law.

5.2 Partner Parts Inventory and Reporting. Partner shall maintain at Partner's expense an inventory of Service Parts adequate to service the Products directly or indirectly sold by Partner and its Dealers. Partner must report field service and spare parts usage semi-annually in writing to Greenland in sufficient detail for Greenland to evaluate if there are issues that need to be addressed in subsequent design and/or production.

5.3 Greenland's Right to Modify and Discontinue the Products. Greenland shall have the right to: (a) modify any of the Products at any time during the Term and will endeavor to provide Partner for the significant changes with ninety (90) days advance written notice thereof; and (b) discontinue the manufacturing, distribution, marketing, and sale of any of the Products with four (4) months advance written notice to Partner.

**6. Purchase and Purchase Order**

6.1 Purchase and Sale. Subject to the terms and conditions of this Agreement, during the Term, Partner shall purchase from Greenland, and Greenland shall manufacture, supply, and sell to Partner for resell and distribution.

6.2 Purchase Orders. Partner shall issue to Greenland purchase orders (containing applicable basic purchase order Terms that are consistent with the terms of this Agreement), in written form via e-mail. Greenland will within three (3) days to acknowledge the acceptance and confirm the purchase order via e-mail.

**7. Minimum Annual Purchase Commitment**

7.1 Minimum Annual Purchase Commitment

Partner agrees to the minimum Product purchase per Table 1 below:

**Table 1**

	<b>Agreement Period</b>				
	<b>Month 1 - 12 (Year 1)</b>	<b>Month 13 - 24 (Year 2)</b>	<b>Month 25 - 36 (Year 3)</b>	<b>Month 37 - 48 (Year 4)</b>	<b>Month 49 - 60 (Year 5)</b>
<b>Sales target (Pieces)</b>	60	120	Greenland to confirm sales target of this period 6 months before Month 25.	Greenland to confirm sales target of this period 6 months before Month 37.	Greenland to confirm sales target of this period 6 months before Month 49.

7.2 Timeline Agreement Period begins on the first day of the month immediately following the signature date of this agreement.

**8. Product Price**

8.1 Price for Products. Greenland will offer Partner with a price below the price for its end customers (except large commercial entity, such as big fleets). Greenland will quote prices to Partner at timely basis. Partner shall purchase the Products from Greenland at the prices mutually agreed. The Prices may be amended as needed to reflect any change in the cost of goods, materials, or components of the Products or incorporation of any ECRs (Engineering Change Requests) as documented in writing by Greenland to Partner.

8.2 Approvals and Pricing for ECRs. Any ECR requested by Partner shall be reviewed and approved by Greenland and requires a non-refundable fee (or NRE) as mutually agreed.

8.3 Currency. Greenland shall quote the price in USD. Partner shall make the payment in USD.

8.4 Product Price Review. In December of each calendar year, the Parties shall discuss the specifications and price for the next year.

8.5 Product Sales Price. Greenland agrees Partner shall have its discretion to decide the sales price in the Territories.

**9. Shipment, Delivery, Acceptance, and Inspection**

9.1 Shipment. Unless otherwise expressly agreed in writing by the Parties, Partner shall select the method of shipment of and the carrier for the Products.

9.2 Shipping Charges, Insurance, and Taxes. Partner shall pay for all shipping charges and insurance costs. In addition, Partner is solely responsible for all Taxes and duties with respect to the Products.

9.3 Packaging and Labeling. Greenland shall properly pack, mark, and ship Products and provide Partner with shipment documentation showing the purchase order number, Greenland's identification number for the subject Products, the quantity of pieces in shipment, the number of cartons or containers in shipment, Partner's name, the bill of lading number (as applicable), and the country of origin.

9.4 Delivery. Unless otherwise agreed in writing by the Parties, Greenland shall deliver the Products to Partner according to Partner's preference.

9.5 Risk of Loss. Risk of loss to Products shipped under any purchase order (including any Damage in Transit) passes to the Partner upon Greenland's tender of such units to the carrier at the shipment location.

9.6 Inspection of Products. Partner shall have right to inspect at Partner's expense, or arrange for inspection of, Products prior to shipment. If Parties determine that such Products are Nonconforming Products, then Greenland shall (in its sole discretion) either:

- (a) replace such Nonconforming Products with conforming Products; or
- (b) refund to Partner such amount paid by Partner to Greenland for such Nonconforming Products.

9.7 Limited Right of Return. Except as provided under this Agreement, Partner has no right to return Products shipped to Partner pursuant to this Agreement.

**10. Payment Terms**

10.1 Payment Terms. Partner shall pay Greenland thirty percent (30%) of the total amount as deposit after Greenland confirmed the purchase order issued by Partner. Greenland shall issue an invoice to Partner for all Products ordered, setting forth in reasonable detail the amounts payable by Partner under this Agreement. Partner shall make the remaining seventy percent (70%) before the time of delivery. Partner must make payment within thirty (30) days after each event. The payment made by Partner to Greenland bank transferred to a bank account designated by Greenland.

10.2 Late Payments. Except for invoiced payments that Partner has successfully disputed, Partner shall pay a Late Payment penalty equal to an annual rate of five percent (5%) of the amount overdue, calculated daily and compounded monthly, beginning with the due date of the late payment.

10.3 No Set-off Right. Partner shall not withhold, offset, recoup, or debit any amounts owed to Greenland or any of its Affiliates.

**11. Line of Credit**

11.1 Line of Credit. Greenland will provide the Partner with a revolving line of credit in the amount of \$250,000 USD to be used for the purchase of Greenland product.

11.2 Credit Usage. This Line of Credit can only be used for the purchase of Greenland product such as Greenland vehicles and Greenland vehicle parts. It cannot be used to fund any other activities including, but not limited to, marketing, sales expense, labor and shipping.

11.3 Interest. Any outstanding credit amount held by the Partner beyond ninety (90) days will be charged an annual interest rate of ten percent (10%) of the amount due, calculated daily and compounded monthly, beginning with the due date of the credit amount.

11.4 Statements. Greenland will produce and provide to Partner a monthly statement including any outstanding credit amounts and interest charged. Statements will be sent by email per instructions in Section 20.3 – Notices.

**12. Term and Termination.**

12.1 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.

12.2 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.

12.3 Greenland’s Right to Terminate. Greenland may terminate this Agreement, by providing written Notice to Partner:

- (a) if Partner fails to purchase the respective Minimum Annual Purchase Commitment (Section 8) by the end of a twelve (12) month year per the Agreement Period during the Term;
- (b) if Partner fails to pay any amount when due and such payment failure is not cured by Partner within sixty (60) days after the payment due date;
- (c) if Partner is in material breach of any representation, warranty, or covenant of Partner under this Agreement, and either the breach cannot be cured or, if the breach can be cured, it is not cured by Partner within sixty (60) days after Partner’s receipt of written Notice of such breach;
- (d) if Partner (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;
- (e) if without obtaining Greenland’s prior written consent, which will not be unreasonably withheld or delayed, (i) Partner merges or consolidates with or into another Person, or (ii) a change in Control of Partner occurs.

Any termination will be effective on Partner’s receipt of Greenland’s written Notice of termination or such later date set forth in such Notice.

12.4 Partner’s Right to Terminate. Partner may terminate this Agreement, by providing written Notice to Greenland:

- (a) if Greenland is in material breach of any representation, warranty, or covenant of Greenland under this Agreement and either the breach cannot be cured or, if the breach can be cured, it is not cured by Greenland within sixty (60) days after Greenland’s receipt of written Notice of such breach; or

(b) if Greenland (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.

**13. Certain Obligations of Partner.**

13.1 Certain Prohibited Acts. Notwithstanding anything to the contrary in this Agreement, neither Partner nor any Partner Personnel shall:

- (a) make any representations, warranties, guarantees, indemnities, similar claims, or other commitments for other party;
- (b) engage in any unfair, competitive, misleading, or deceptive practices respecting Greenland, Greenland's Trademarks, or the Products, including any product disparagement; and

13.2 Credit Risk on Resale of the Products to Customers. Partner shall be responsible for all credit and payment risks with respect to its customers or other third parties, whether or not Partner has made full payment to Greenland for such Products.

**14. 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, including (without limitation):

14.1 The Greenland's compliance with all Laws applicable to the manufacture and distribution of the Products to Partner

14.2 The Partner shall be compliant with all Laws, industry rules and government regulations applicable to market, promote, distribute, sell and serve the Products and the assembly, creation, production, upfitting, marketing, and sale of the value-added products.

**15. Representations and Warranties.**

15.1 Partner's Representations and Warranties. Partner represents and warrants to Greenland that:

- (a) it is a limited liability company, duly organized, validly existing and in good standing under the laws of Morocco;
- (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.

15.2 Greenland's Representations and Warranties. Greenland represents and warrants to Partner 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.

15.3 Limited Product Warranty. Greenland warrants to Partner with respect to the Products (“**Product Warranty**”) that:

(a) Product warranty covers forklift components including the lithium battery for one (1) year.

(b) Any remedial action under the implied warranty is limited to necessary repairs or replacement parts. Greenland does not authorize any person or entity to create any other obligation or liability on its behalf in connection with this Limited Product Warranty. Subject to applicable laws and regulations, Greenland reserves the right to repair or replace parts or use new (including remanufactured) parts at its sole discretion.

15.4 Product Warranty Limitations. The Product Warranty does not apply to:

(a) any Product to the extent Partner or its customer has not complied with the Guides applicable to such Product;

(b) any Product that has been subjected to abuse, misuse, neglect, negligence, accident, improper testing, improper installation, improper storage, improper handling, abnormal physical stress, abnormal environmental conditions, use contrary to any instructions issued by Partner, or improper assembly, modification, or upfit of the Products;

(c) any Product that has been reconstructed, repaired, or altered by any one other than Greenland or its authorized representative;

(d) any Product that has been used with any Third-Party Products, hardware, or product that has not been previously approved in writing by Greenland

(e) any parts for normal wearing and tearing.

15.5 Warranty and Customer Inquiries. Partner shall be responsible for promptly handling and bearing all costs related to response and compliance requirements and consumer inquiries or complaints

15.6 Partner’s Exclusive Remedy for Defective Products. During the Warranty Period, with respect to any allegedly Defective Products:

(a) Partner shall notify Greenland, in writing, of any alleged claim or defect within fifteen (15) days from the date Partner discovers, or upon reasonable inspection should have discovered, such alleged claim or defect;

(b) Partner shall ship, at Partner’s discretion and expense, such allegedly Defective Products to Greenland’s facility designated by Greenland at that time for inspection and testing by Greenland; or, alternatively, Greenland may elect to inspect the alleged defective product where the product is located;

(c) if Greenland's inspection and testing reveal that such Products are Defective, Greenland shall repair or replace such Defective Products; If Greenland's inspection and testing reveal that such Products are not Defective, Partner has the right to request inspection performed by a mutually agreed-upon third party inspector. The third party inspector will decide whether the product is defective.

(d) Greenland shall ship to Partner, at Greenland's expense and risk of loss, the repaired or replaced Products to the location reasonably designated by Partner.

15.7 Warranty Void if Non-Payment. All Greenland's warranties are void and of no effect with respect to any Product(s) for which Partner is Past Due in accordance with the terms of this Agreement.

**16. Indemnification.**

16.1 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. Greenland's indemnification of Partner shall include the Products as manufactured and sold by Greenland to Partner, and Partner's indemnification of Greenland shall include the value-added products as assembled, created, upfitted and produced from the Products, and sold and marketed, by Partner.

16.2 Greenland Intellectual Property Indemnification. Greenland shall indemnify, defend, and hold harmless Partner and its representatives from and against all losses awarded against any Partner Indemnified Party in a final, non-appealable judgment arising out of any Claim of a third party after the Effective Date alleging that any of the Products infringe any Intellectual Property Right of a third party. If the Products, or any part of the Products, becomes subject to a third-party Claim that qualifies for intellectual property indemnification coverage, Greenland shall notify Partner in writing to cease using all or a part of the Products, in which case Partner shall immediately cease all such use of such Products on receipt of Greenland's Notice.

**17. Limitation of Liability.**

17.1 No liability for consequential or indirect damage – mutual. In no event shall either party

or its representatives be liable for consequential, indirect, incidental, special, exemplary, punitive, or enhanced damages, lost profit or revenues, or diminution in value arising out of or relating to any breach of this Agreement. Regardless of (a) whether such damages were foreseeable, (b) whether or not the other party was advised of the possibility of such damages, and (c) the Law which the claim is based, and notwithstanding the failure of any agreed or other remedy of its essential purpose.

17.2 Maximum liability for Damages – Mutual. In no event shall each party's aggregate liability arising out of or related to this Agreement, whether arising out of or related to breach of contract, tort (including negligence), or otherwise, exceed the total of the amounts paid (and amounts accrued but not yet paid) to Greenland pursuant to this Agreement in the twelve months period preceding the event giving rise to the claim or US\$1,000,000, whichever amount is less.

**18. Intellectual Property Rights.**

18.1 Greenland's Intellectual Property Ownership. Partner acknowledges and agrees that:

- (a) Greenland (or its licensors) will retain all Intellectual Property Rights used to create, embodied in, used in, and otherwise relating to the Products and any of their components and parts;
- (b) any and all Greenland's Intellectual Property Rights are the sole and exclusive property of Greenland;
- (c) Partner shall not acquire any ownership interest in any of Greenland's Intellectual Property Rights under this Agreement;
- (d) any goodwill derived from the use by Partner of Greenland's Intellectual Property Rights inures to the benefit of Greenland;
- (e) Partner shall use Greenland's Intellectual Property Rights only in accordance with this Agreement and any instructions, guidelines, or requirements of Greenland; and

18.2 Partner's Intellectual Property Ownership. Greenland acknowledges and agrees that Partner shall own the Partner's Intellectual Property utilized to assemble, create, and produce its value-added products, with all other Intellectual Property Rights (including, without limitation, relating to all parts and components contained and utilized under the differentiating/customizing exterior body design/shroud) owned and retained by Greenland.

**19. Tooling**. All Greenland provided Tooling used to assemble or upfit the Products is owned by Greenland. Partner has no right, title, or interest in or to any of such Tooling, but Greenland asserts no right, title, or interest in or to any tooling owned and used by Partner to assemble, create, upfit and/or produce its value-added products.

**20. Miscellaneous.**

20.1 Relationship of the Parties. The relationship between Greenland and Partner is solely that of vendor and vendee, and they are independent contracting parties. Nothing in this Agreement creates any agency, joint venture, partnership, or other form of joint enterprise, employment, or fiduciary relationship between the Parties.

20.2 Entire Agreement. This Agreement (including Appendix) 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.

20.3 Notices. All notices and communications under this Agreement (each, a "**Notice**") must be in writing and addressed to the other Party at its address set forth below (or to such other address that the receiving Party may designate from time to time in accordance with this section). All Notices must be delivered by personal delivery, nationally recognized overnight courier, certified or registered mail or by e-mail.

Notice to Greenland: 50 Millstone Road, Building 400 Suite 130  
East Windsor, NJ 08512 USA

**E-mail:** sales@greenlandmachinery.com  
**Attention:** Raymond Wang, CEO

Notice to Partner: 56, Bd Moulay Youssef. Etage 3, #14  
Casablanca, Morocco  
**E-mail:** drisslabadi@gmail.com  
**Attention:** Driss Labadi, CEO

20.4 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.

20.5 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.

20.6 Amendment and Modification. No amendment to or modification of this Agreement shall be effective unless it is in writing and signed by each Party.

20.7 Assignment. Partner may not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Greenland.

20.8 Successors and Assigns. This Agreement is binding on and inures to the benefit of the Parties and their respective permitted successors and permitted assigns.

20.9 No Third-Party Beneficiaries. this Agreement benefits solely the Parties to this Agreement.

20.10 Dispute Resolution and Arbitration. Any dispute, controversy, or claim arising out of or relating to this Agreement shall be submitted for negotiation and resolution to the President or CEO of Greenland and the President or CEO of Partner by delivery of written Notice from either of the Parties to the other Party. Such persons shall negotiate in good faith to resolve the Dispute. If the Parties are unable to resolve any Dispute within thirty (30) days after delivery of the applicable Dispute Notice, then either Party may pursue Arbitration. Any dispute, claim shall be determined by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules ("Arbitration"), and each Party hereby expressly consents to any such disputes, claims, or controversies being so resolved by the Court of Chancery per the Delaware Rapid Arbitration Act. Judgment on the award rendered in any such Arbitration may be entered in any court having jurisdiction in accordance with this Agreement. This provision shall not preclude the Parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction hereunder.

20.11 Governing Law. This Agreement (including all exhibits, schedules, attachments, and appendices attached hereto and thereto, and all matters arising out of or relating to this Agreement) are governed by and construed in accordance with, the Laws of The United States of America State of Delaware, without regard to the conflict of laws provisions thereof. The Parties agree that the United Nations Convention on Contracts for the International Sale of Products does not apply to this Agreement.

20.12 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.

20.13 Waiver of Jury Trial. Each Party s 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.

20.14 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.

20.15 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.

20.16 No Public Announcements. Either party shall not make any statement (whether oral or in writing) in any press release, external advertising, marketing, or promotion materials regarding the other Party, or its business unless it has received the express written consent of the other Party, or

*[Signatures appear on the following page]*

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date(s) noted below.

**GREENLAND TECHNOLOGIES CORP.**

By: /s/ Raymond Wang

Name: Raymond Wang

Title: CEO

Date: November 20, 2021

**ELIVE MAROC S.A.R.L. A.U**

By: /s/ Driss Labadi

Name: Driss Labadi

Title: CEO

Date:

## **APPENDIX A**

**PRODUCTS.** Partner will be allowed to purchase or represent any product actively being offered for sale by Greenland. This product list includes, but not limited to:

- GEF-Series Lithium Electric Forklifts
  - GEF-1500
  - GEF-1800
  - GEF-2500
  - GEF-3500
- GEL-Series Lithium Electric Front Loaders
  - GEL-1800
  - GEL-5000
- GEX-Series Lithium Electric Excavators
  - GEX-8000

**DISCONTINUED PRODUCTS.** Partner will not be allowed to purchase any product discontinued by Greenland. Notice will be provided in advance by Greenland to the Partner of any product end of life per Section 5.3. Should the Partner hold in inventory the discontinued product, then Partner will be allowed to sell the held inventory.

**APPENDIX B**

**Territory**

**Country**  
Morocco

## REPAYMENT AGREEMENT

This Repayment Agreement (this “Agreement”), dated as of this 30 day of March 2022, is by and between Cenntro Holding Limited, a company formed in Hong Kong (“Cenntro”) and Greenland Technologies Holding Corporation, a company incorporated in the British Virgin Islands with limited liability (the “Company”).

## WITNESSETH:

WHEREAS, in June 2017, Shanghai Hengyu Enterprise Management Consulting Co., Ltd., a PRC company (“Hengyu”), the Company’s 62.5% owned subsidiary, sold its 16.23% equity interest in Sinomachinery Group Limited to Cenntro, the Company’s controlling shareholder, for RMB321.92 million (the “Sale Price”);

WHEREAS, the outstanding balance of the Sale Price, or RMB251,441,993 (approximately US\$38,060,365), became due on October 27, 2020 (the “Due Date”) pursuant to the terms of that certain representation letter of Cenntro dated as of July 2, 2019 (the “Letter”);

WHEREAS, the Company and Cenntro entered into an extension agreement on November 21, 2020, pursuant to which the Due Date of such outstanding balance was extended to April 27, 2022, subject to certain payment schedules annexed thereto (the “First Extension Agreement”);

WHEREAS, the outstanding balance of the Sale Price as of December 31, 2021 was RMB251,441,993 (approximately US\$39,459,874); and

WHEREAS, Cenntro and the Company have agreed to amend the terms of the Letter and First Extension Agreement.

NOW, THEREFORE, for a consideration of \$100.00, the receipt and sufficiency of which are hereby acknowledged, Cenntro and the Company agree as follows:

1. The Due Date for the outstanding balance of the Sale Price shall be extended from April 27, 2022 to the several due dates set forth in Annex A annexed hereto, and payment thereof shall be made pursuant to the payment schedule in Annex A.
2. Cenntro shall pledge its 11,494,253 common shares of Centro Electric Group Ltd, with a total market value of US\$30 million as the close price of the date of this Agreement, as the collateral for its obligations to make payments of the Sale Price in accordance with the payment schedule in Annex A annexed hereto (the “Share Pledge”). A definitive agreement in connection with the Share Pledge shall be entered into by and between the Company and Cenntro within 30 days following execution of this Agreement.
3. Except as herein above amended, the terms and provisions of the Letter, as previously amended, shall remain in full force and effect.
4. This Agreement may be executed in any number of counterparts, each of which shall be considered an original for all purposes.
5. This Agreement shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of each of the parties hereto.
6. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, intending to be legally bound, the parties hereto have caused this Agreement to be signed by their duly authorized officers.

Date: March 30, 2022

**Cenntro Holding Limited**

By: /s/ Peter Zuguang Wang

Name: Peter Zuguang Wang

Title: President

**Greenland Technologies Holding Corporation**

By: /s/ Raymond Wang

Name: Raymond Wang

Title: Chief Executive Officer

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Annex A

**Payment Schedule**

Cenntro will make payments commencing from September 30, 2022 with payment installments set forth below:

<b>Due Date</b>	<b>Amount in U.S. Dollars</b>
September 30, 2022	\$ 5,000,000
December 31, 2022	\$ 5,000,000
March 31, 2023	\$ 5,000,000
June 30, 2023	\$ 5,000,000
September 30, 2023	\$ 5,000,000
December 31, 2023	\$ 5,000,000
March 31, 2024	\$ 5,000,000
June 30, 2024	\$4,459,874, or the remaining amount subject to adjustments for then prevailing exchange rates
<b>Total</b>	<b>\$ 39,459,874.000</b>

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## Greenland Technologies Holding Corporation

## Subsidiaries of the Registrant

Subsidiary	Place of Incorporation
Zhongchai Holding (Hong Kong) Limited	Hong Kong
Greenland Technologies Corporation	Delaware
Hangzhou Greenland Energy Technologies Co., Ltd.	People's Republic of China
Shanghai Hengyu Business Management Consulting Co., Ltd.	People's Republic of China
Zhejiang Zhongchai Machinery Co., Ltd.	People's Republic of China



WWC, P.C. CERTIFIED PUBLIC ACCOUNTANTS

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**Consent of Independent Registered Public Accounting Firm**

Greenland Technologies Holding Corporation

We hereby consent to the incorporation by reference in the Registration Statements on Form S-3 (File No. 333-237321, File No. 333-256509, and File No. 333-258169) of our report dated March 31, 2022, relating to the audit of the consolidated balance sheets of Greenland Technologies Holding Corporation and its subsidiaries (collectively the "Company") as of December 31, 2021 and 2020, and the related consolidated statements of income and comprehensive income, shareholders' equity, and cash flows for the two-year period ended December 31, 2021, and the related notes (collectively referred to as the financial statements), which appears in this Form 10-K filed by the Company with the U.S. Securities Exchange Commission on March 31, 2022.

/s/ WWC, P.C.

WWC, P.C.

Certified Public Accountants

PCAOB ID: 1171

San Mateo, California

March 31, 2022

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2010 PIONEER COURT, SAN MATEO, CA 94403 TEL.: (650) 638-0606 FAX.: (650) 638-0678  
EMAIL: INFO@WWCCPA.COM WEBSITE: WWW.WWCCPA.COM

**Certification by the Principal Executive Officer pursuant to Securities Exchange Act Rules 13a-14(a) and 15d-14(a)  
as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002**

I, Raymond Z. Wang, certify that:

1. I have reviewed this annual report on Form 10-K of Greenland Technologies Holding Corporation;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the company as of, and for, the periods presented in this report;
4. The company's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the company and have:
  - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the company, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c. Evaluated the effectiveness of the company's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d. Disclosed in this report any change in the company's internal control over financial reporting that occurred during the period covered by the annual report that has materially affected, or is reasonably likely to materially affect, the company's internal control over financial reporting; and
5. The company's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the company's auditors and the audit committee of the company's board of directors (or persons performing the equivalent functions):
  - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the company's ability to record, process, summarize and report financial information; and
  - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the company's internal control over financial reporting.

Date: March 31, 2022

*/s/ Raymond Z. Wang*

Name: Raymond Z. Wang

Title: Chief Executive Officer

*(Principal Executive Officer)*

**Certification by the Principal Financial Officer pursuant to Securities Exchange Act Rules 13a-14(a) and 15d-14(a)  
as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002**

I, Jing Jin, certify that:

1. I have reviewed this annual report on Form 10-K of Greenland Technologies Holding Corporation;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the company as of, and for, the periods presented in this report;
4. The company's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the company and have:
  - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the company, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c. Evaluated the effectiveness of the company's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d. Disclosed in this report any change in the company's internal control over financial reporting that occurred during the period covered by the annual report that has materially affected, or is reasonably likely to materially affect, the company's internal control over financial reporting; and
5. The company's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the company's auditors and the audit committee of the company's board of directors (or persons performing the equivalent functions):
  - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the company's ability to record, process, summarize and report financial information; and
  - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the company's internal control over financial reporting.

Date: March 31, 2022

*/s/ Jing Jin*

Name: Jing Jin

Title: Chief Financial Officer

*(Principal Financial Officer)*

**Certification by the Principal Executive Officer  
Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002**

Pursuant to U.S.C. Section 1350 of the Sarbanes-Oxley Act of 2002 (subsections (a) and (b) of Section 1350, Chapter 63 of Title 18, United States Code), I, Raymond Z. Wang, Chief Executive Officer of Greenland Technologies Holding Corporation (the “Company”), hereby certify to my knowledge that:

The annual report on Form 10-K for the fiscal year ended December 31, 2021 of the Company fully complies, in all material respects, with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 and information contained in the Form 10-K fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: March 31, 2022

*/s/ Raymond Z. Wang*

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Raymond Z. Wang  
Chief Executive Officer  
(Principal Executive Officer)

**Certification by the Principal Financial Officer  
Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002**

Pursuant to U.S.C. Section 1350 of the Sarbanes-Oxley Act of 2002 (subsections (a) and (b) of Section 1350, Chapter 63 of Title 18, United States Code), I, Jing Jin, Chief Financial Officer of Greenland Technologies Holding Corporation (the “Company”), hereby certify to my knowledge that:

The annual report on Form 10-K for the fiscal year ended December 31, 2021 of the Company fully complies, in all material respects, with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 and information contained in the Form 10-K fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: March 31, 2022

*/s/ Jing Jin*

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Jing Jin

Chief Financial Officer

(Principal Financial Officer)