

STANDSTILL

Our suppliers, subcontractors, sub-suppliers, distributors, and their personnel who obtain or being aware of Confidential Information of Gorilla (hereinafter collectively referred to as “Partners”) agree that without the prior written consent of Gorilla Technology Group Inc. (hereinafter referred to as “Gorilla”), neither Partner nor any of its representatives will, either alone or acting in concert with others, directly or indirectly:

- (i) acquire or offer to acquire or cause another person to acquire or to offer to acquire any shares or other securities (or beneficial ownership thereof) in Gorilla or its Affiliates or assets of Gorilla or its Affiliates (collectively, a “**Relevant Interest**”) or enter into an agreement or arrangement (whether or not legally binding), or omit to do any act, as a result of which any person may acquire a Relevant Interest;
- (ii) announce or make, or cause another person to announce or make, any offer for or proposal in connection with all or any of the Relevant Interests or announce any plan or proposal for such, including any tender or exchange offer, merger or other business combination involving Gorilla or its Affiliates or assets of Gorilla or its Affiliates constituting all or substantially all of the consolidated assets of Gorilla and its parent company and affiliates, or any recapitalization, restructuring, liquidation, dissolution or other extraordinary transaction with respect to Gorilla or any of its Affiliates;
- (iii) act, alone or in concert with others, to seek to control, advise, direct, or influence the management, board of directors (including any individual members thereof), stockholders, policies, or affairs of Gorilla or its Affiliates or to obtain representation on the board of directors of Gorilla or its Affiliates;
- (iv) enter into any agreement or arrangement (whether or not legally binding), or do or omit to do any act, as a result of which any person may become obliged to announce or make any offer for or proposal in connection with all or any of the Relevant Interests; or
- (v) enter into any discussions or arrangements with any person with respect to any of the foregoing.

Partner shall procure that its representatives also comply with this obligation, but this shall not prevent any of its representatives from taking any action in the normal course of its investment or advisory business provided that (i) any such action was not taken on the instructions of (x) Partner or any of its representatives, as applicable or (y) any director, officer or employee of such representative that was provided with, or had access to, any

Confidential Information and (ii) such representative has appropriate compliance walls in place that appropriately restrict the access to Confidential Information of the directors, officers and employees of such representative that are in a position to make decisions with respect to such representative's investment or advisory business.

Capitalized terms used herein without definition shall have the meanings assigned to them in the Partner Code of Conduct.