

UNITED STATES

SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549  
FORM 10-Q

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

For The Quarterly Period Ended September 30, 2012

OR

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

For The Transition Period From To

COMMISSION FILE NO.: 001-34098

HIGHPOWER INTERNATIONAL, INC.

(Exact name of Registrant as specified in its charter)

Delaware

(State or other jurisdiction of  
incorporation or organization)

20-4062622

(I.R.S. Employer  
Identification Number)

Building A1, 68 Xinxia Street, Pinghu, Longgang,  
Shenzhen, Guangdong, 518111, People's Republic of China  
(ADDRESS OF PRINCIPAL EXECUTIVE OFFICES)(ZIP CODE)

(86) 755-89686292

(COMPANY'S TELEPHONE NUMBER, INCLUDING AREA CODE)

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 and posted on its corporate website, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes  No

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

Large accelerated filer

Accelerated filer

Non-accelerated filer

Smaller reporting company

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

The registrant had 13,582,106 shares of common stock, par value \$0.0001 per share, outstanding as of November 12, 2012. The registrant's common stock is listed on the Nasdaq Global Market under the stock symbol "HPJ."

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**HIGHPOWER INTERNATIONAL, INC.**  
**FORM 10-Q**  
**FOR THE QUARTERLY PERIOD ENDED September 30, 2012**  
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**Item 1. Consolidated Financial Statements**

HIGHPOWER INTERNATIONAL, INC. AND SUBSIDIARIES  
CONSOLIDATED BALANCE SHEETS  
(Stated in US Dollars)

	<i>September 30, 2012</i>	<i>December 31, 2011</i>
	<u>(Unaudited)</u>	<u></u>
	\$	\$
<b>ASSETS</b>		
Current Assets:		
Cash and cash equivalents	5,500,805	5,175,623
Restricted cash	22,319,701	12,708,999
Accounts receivable, net	23,961,421	21,129,418
Notes receivable	1,243,819	515,107
Prepayments	3,628,248	4,251,723
Other receivables	811,909	1,041,614
Inventories	16,964,816	13,512,942
Total Current Assets	<u>74,430,719</u>	<u>58,335,426</u>
Property, plant and equipment, net	30,955,446	25,462,656
Land use rights, net	4,408,740	3,132,965
Intangible asset, net	712,500	750,000
Deferred tax assets	632,101	857,209
Foreign currency derivatives assets	<u>113,402</u>	<u>15,653</u>
<b>TOTAL ASSETS</b>	<u><u>111,252,908</u></u>	<u><u>88,553,909</u></u>
<b>LIABILITIES AND EQUITY</b>		
<b>LIABILITIES</b>		
Current Liabilities:		
Accounts payable	25,371,520	22,153,822
Deferred revenue	655,446	-
Short-term loan	15,671,794	9,545,383
Notes payable	24,286,540	17,909,843
Letter of credit	-	2,880,000
Other payables and accrued liabilities	5,349,133	6,941,063
Income taxes payable	875,054	411,536
Current portion of long-term loan	<u>1,749,976</u>	<u></u>
Total Current Liabilities	<u>73,959,463</u>	<u>59,841,647</u>
Long-term loan	6,204,461	-
<b>TOTAL LIABILITIES</b>	<u><u>80,163,924</u></u>	<u><u>59,841,647</u></u>
<b>COMMITMENTS AND CONTINGENCIES</b>		

HIGHPOWER INTERNATIONAL, INC AND SUBSIDIARIES  
CONSOLIDATED BALANCE SHEETS (CONTINUED)  
(Stated in US Dollars)

	<i>September 30, 2012</i>	<i>December 31, 2011</i>
	<u>(Unaudited)</u>	<u></u>
	\$	\$
<b>EQUITY</b>		
Stockholder's equity		
Preferred Stock		
(Par value: \$0.0001, Authorized: 10,000,000 shares, Issued and outstanding: none)	-	-
Common stock		
(Par value: \$0.0001, Authorized: 100,000,000 shares, 13,582,106 shares issued and outstanding at September 30, 2012 and December 31, 2011)	1,358	1,358
Additional paid-in capital	5,976,696	5,831,237
Statutory and other reserves	2,726,390	2,726,390
Retained earnings	16,789,917	15,638,656
Accumulated other comprehensive income	<u>4,749,100</u>	<u>4,514,621</u>
Total equity for the Company's stockholders	<u>30,243,461</u>	<u>28,712,262</u>
Non-controlling interest	845,523	-
<b>TOTAL EQUITY</b>	<u>31,088,984</u>	<u>28,712,262</u>
<b>TOTAL LIABILITIES AND EQUITY</b>	<u>111,252,908</u>	<u>88,553,909</u>

See notes to consolidated financial statements

HIGHPOWER INTERNATIONAL, INC. AND SUBSIDIARIES  
CONSOLIDATED STATEMENTS OF OPERATIONS AND COMPREHENSIVE INCOME (LOSS)  
(Stated in US Dollars)

	<i>Three months ended</i>		<i>Nine months ended</i>	
	<i>September 30,</i>		<i>September 30,</i>	
	<i>2012</i>	<i>2011</i>	<i>2012</i>	<i>2011</i>
	<i>(Unaudited)</i>	<i>(Unaudited)</i>	<i>(Unaudited)</i>	<i>(Unaudited)</i>
	\$	\$	\$	\$
Net sales	31,868,046	28,091,330	81,848,511	84,750,150
Cost of sales	<u>(24,258,038)</u>	<u>(24,212,746)</u>	<u>(64,557,820)</u>	<u>(72,105,177)</u>
Gross profit	7,610,008	3,878,584	17,290,691	12,644,973
Research and development expenses	(1,147,359)	(823,735)	(3,265,290)	(2,302,163)
Selling and distribution expenses	(1,423,372)	(1,498,955)	(3,904,771)	(3,654,303)
General and administrative expenses, including stock-based compensation	(4,035,269)	(2,200,960)	(8,313,737)	(6,406,295)
Loss on exchange rate difference	(200,488)	(186,879)	(78,458)	(657,581)
Gain (loss) on derivative instruments	207,576	97,411	240,532	(136,786)
Equity loss in an associate	-	(104,375)	-	(108,346)
Total operation expenses	<u>(6,598,912)</u>	<u>(4,717,493)</u>	<u>(15,321,724)</u>	<u>(13,265,474)</u>
Income (loss) from operations	1,011,096	(838,909)	1,968,967	(620,501)
Other income	176,265	239,831	404,483	458,086
Interest expenses	<u>(63,935)</u>	<u>(105,115)</u>	<u>(377,376)</u>	<u>(365,257)</u>
Income (loss) before taxes	1,123,426	(704,193)	1,996,074	(527,672)
Income taxes (expense) benefit	<u>(526,947)</u>	<u>73,683</u>	<u>(943,213)</u>	<u>(69,095)</u>
Net income (loss)	<u>596,479</u>	<u>(630,510)</u>	<u>1,052,861</u>	<u>(596,767)</u>
Less: net loss attributable to non-controlling interest	(47,883)	-	(98,400)	-
Net income (loss) attributable to the Company	<u>644,362</u>	<u>(630,510)</u>	<u>1,151,261</u>	<u>(596,767)</u>
Comprehensive income				
Net income (loss)	596,479	(630,510)	1,052,861	(596,767)
Foreign currency translation gain	<u>381,765</u>	<u>61,799</u>	<u>225,870</u>	<u>1,220,385</u>
Comprehensive income (loss)	<u>978,244</u>	<u>(568,711)</u>	<u>1,278,731</u>	<u>623,618</u>
Less: comprehensive loss attributable to non-controlling interest	(38,561)	-	(107,010)	-
Comprehensive income (loss) attributable to the Company	<u>1,016,805</u>	<u>(568,711)</u>	<u>1,385,740</u>	<u>623,618</u>
Earnings (loss) per share of common stock attributable to the Company				
- Basic and diluted	<u>0.05</u>	<u>(0.05)</u>	<u>0.08</u>	<u>(0.04)</u>
Weighted average common shares outstanding				
- Basic and diluted	<u>13,582,106</u>	<u>13,582,106</u>	<u>13,582,106</u>	<u>13,582,106</u>

See notes to consolidated financial statements

HIGHPOWER INTERNATIONAL, INC AND SUBSIDIARIES  
CONSOLIDATED STATEMENTS OF CASH FLOWS  
(Stated in US Dollars)

	<i>Nine months ended</i>	
	<i>September 30,</i>	
	<u>2012</u>	<u>2011</u>
	<i>(Unaudited)</i>	<i>(Unaudited)</i>
	\$	\$
<b>Cash flows from operating activities</b>		
Net income (loss)	1,052,861	(596,767)
Adjustments to reconcile net loss to net cash provided by operating activities:		
Depreciation and amortization	1,668,979	1,349,240
Allowance for doubtful accounts	1,156,434	146,393
Loss (gain) on disposal of property, plant and equipment	55,000	(7,462)
Equity loss in an associate	-	108,346
Income on derivative instruments	(97,029)	(211,898)
Deferred income tax	225,862	(159,157)
Share based payment	145,459	612,057
Changes in operating assets and liabilities:		
Accounts receivable	(3,904,228)	(1,839,396)
Notes receivable	(722,104)	(141,131)
Prepayments	629,689	(4,688,226)
Other receivable	231,388	212,606
Inventories	(3,385,965)	1,518,693
Accounts payable	5,412,400	3,510,379
Deferred revenue	650,951	-
Other payables and accrued liabilities	(1,602,391)	151,627
Income taxes payable	459,052	(1,041,362)
<b>Net cash flows provided by (used in) operating activities</b>	<u>1,976,358</u>	<u>(1,076,058)</u>
<b>Cash flows from investing activities</b>		
Acquisition of plant and equipment	(9,626,668)	(4,986,349)
Acquisition of land use right	(1,323,559)	-
<b>Net cash flows used in investing activities</b>	<u>(10,950,227)</u>	<u>(4,986,349)</u>
<b>Cash flows from financing activities</b>		
Proceeds from short-term bank loans	9,866,422	12,708,732
Repayment of short-term bank loans	(3,772,049)	(7,305,110)
Proceeds from long-term bank loans	7,899,893	-
Proceeds from notes payable	33,555,477	24,638,742
Repayment of notes payable	(27,278,534)	(16,766,610)
Proceeds from letter of credit	-	2,995,868
Repayment of letter of credit	(2,880,000)	(1,379,051)
Proceeds from non-controlling interest	947,987	-
Increase in restricted cash	(9,495,213)	(9,231,878)
<b>Net cash flows provided by financing activities</b>	<u>8,843,983</u>	<u>5,660,693</u>
Effect of foreign currency translation on cash and cash equivalents	455,068	96,274
Net increase (decrease) in cash and cash equivalents	325,182	(305,440)
Cash and cash equivalents - beginning of period	5,175,623	8,490,629
Cash and cash equivalents - end of period	<u>5,500,805</u>	<u>8,185,189</u>
Supplemental disclosures for cash flow information:		
Cash paid for:		
Income taxes	258,300	1,271,794
Interest expenses	917,662	607,203
Non-cash transactions		
Accounts payable for construction in progress	2,285,517	-

See notes to consolidated financial statements

HIGHPOWER INTERNATIONAL, INC AND SUBSIDIARIES  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
(Stated in US Dollars)

**1. Organization and basis of presentation**

The consolidated financial statements include the financial statements of Highpower International, Inc. (“Highpower”) and its subsidiaries, Hong Kong Highpower Technology Company Limited (“HKHTC”), Shenzhen Highpower Technology Company Limited (“SZ Highpower”), Highpower Energy Technology (Huizhou) Company Limited (“HZ Highpower”), Springpower Technology (Shenzhen) Company Limited (“SZ Springpower”), Ganzhou Highpower Technology Company Limited (“GZ Highpower”), Icon Energy System Company Limited (“ICON”) and Huizhou Highpower Technology Limited (“HZ HTC”). Highpower and its subsidiaries are collectively referred to as the “Company”.

Highpower was incorporated in the State of Delaware on January 3, 2006 to locate a suitable acquisition candidate to acquire. HKHTC was incorporated in Hong Kong on July 4, 2003 and organized principally to engage in the manufacturing and trading of nickel metal hydride rechargeable batteries. All other subsidiaries were incorporated in the People’s Republic of China (“P.R.C.”).

On February 8, 2012, GZ Highpower, which was incorporated in September 21, 2010, increased its registered capital to RMB30,000,000 (\$4,762,586) from RMB2,000,000 (\$293,574). SZ Highpower holds 60% of the equity interest of GZ Highpower, and four founding management members hold the remaining 40%. As of September 30, 2012, the paid-in capital was approximately RMB15,000,000 (\$2,381,293).

On March 8, 2012, SZ Highpower invested RMB5,000,000 (\$791,377) in HZ HTC, which is a wholly-owned subsidiary of SZ Highpower. HZ HTC engages in the manufacture of batteries.

On September 14, 2012, SZ Springpower increased its registered capital from \$1,000,000 to \$3,330,000. SZ Highpower paid the increased capital. As of September 30, 2012, SZ Highpower holds 69.97% of the equity interest of SZ Springpower, and HKHTC holds the remaining 30.03%.

The subsidiaries of the Company and their principal activities are described as follows:

Name of company	Place and date incorporation	Attributable equity interest held	Principal activities
Hong Kong Highpower Technology Co., Ltd (“HKHTC”)	Hong Kong July 4, 2003	100%	Investment holding
Shenzhen Highpower Technology Co., Ltd (“SZ Highpower”)	P.R.C. October 8, 2002	100%	Manufacturing & marketing of batteries
Highpower Energy Technology (Huizhou) Co., Ltd (“HZ Highpower”)	P.R.C. January 29, 2008	100%	Inactive
Springpower Technology (Shenzhen) Co., Ltd (“SZ Springpower”)	P.R.C. June 4, 2008	100%	Research & manufacturing of batteries

HIGHPOWER INTERNATIONAL, INC AND SUBSIDIARIES  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
(Stated in US Dollars)

**1. Organization and basis of presentation (continued)**

Name of company	Place and date incorporation	Attributable equity interest held	Principal activities
Ganzhou Highpower Technology Co., Ltd ("GZ Highpower")	P.R.C. September 21, 2010	60%	Processing, marketing and research of battery materials
Icon Energy System Co., Ltd. ("ICON")	P.R.C. February 23, 2011	100%	Research and production of advanced battery packs and systems
Huizhou Highpower Technology Co., Ltd ("HZ HTC")	P.R.C. March 8, 2012	100%	Manufacturing & marketing of batteries

**2. Summary of significant accounting policies**

Basis of presentation

The accompanying consolidated balance sheet as of September 30, 2012, which has been derived from audited financial statements, and the unaudited interim consolidated financial statements as of September 30, 2012 and for the three and nine month periods ended September 30, 2012 and 2011 have been prepared pursuant to the rules and regulations of the Securities and Exchange Commission (the "SEC"). Certain information and note disclosures, which are normally included in financial statements prepared in accordance with accounting principles generally accepted in the United States of America (the "U.S. GAAP"), have been condensed or omitted pursuant to such rules and regulations, although the Company believes that the disclosures made are adequate to provide for fair presentation. The interim financial information should be read in conjunction with the Financial Statements and the notes thereto, included in the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2011, previously filed with the SEC.

In the opinion of management, all adjustments (which include normal recurring adjustments) necessary to present a fair statement of the Company's consolidated financial position as of September 30, 2012, its consolidated results of operations for the three and nine month periods ended September 30, 2012 and 2011, and its cash flows for the nine month period ended September 30, 2012 and 2011, as applicable, have been made. The interim results of operations are not necessarily indicative of the operating results for the full fiscal year or any future periods.

Principle of consolidation

The consolidated financial statements include the accounts of the Company and its subsidiaries. Intercompany accounts and transactions have been eliminated in consolidation.

Non-controlling interests represent the ownership interests in GZ Highpower that are held by owners other than the parent and are part of the equity of the consolidated group. The non-controlling interests are reported in the consolidated balance sheets within equity, separately from the stockholders' equity. Net income or loss and comprehensive income or loss is attributed to the stockholders and the non-controlling interests. If losses attributable to the stockholders and the non-controlling interests in GZ Highpower exceed their interests in GZ Highpower's equity, the excess, and any further losses attributable to the stockholders and the non-controlling interests, is attributed to those interests.



HIGHPOWER INTERNATIONAL, INC AND SUBSIDIARIES  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
(Stated in US Dollars)

**2. Summary of significant accounting policies (continued)**

Use of estimates

The preparation of financial statements in conformity with U.S. GAAP requires the Company to make estimates and assumptions that affect the reported amounts of assets, liabilities, revenues and expenses, and related disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting periods. Significant items subject to such estimates and assumptions include revenues; the allowance for doubtful receivables; recoverability of the carrying amount of inventory; fair values of financial instruments; and the assessment of deferred tax assets or liabilities. These estimates are often based on complex judgments and assumptions that management believes to be reasonable but are inherently uncertain and unpredictable. Actual results could differ from these estimates.

Concentrations of credit risk

Financial instruments that potentially subject the Company to significant concentrations of credit risk consist principally of accounts receivable. The Company extends credit based on an evaluation of the customer's financial condition, generally without requiring collateral or other security. In order to minimize the credit risk, the management of the Company has delegated a team responsible for determining credit limits, credit approvals and other monitoring procedures to ensure that follow-up action is taken to recover overdue debts. Further, the Company reviews the recoverable amount of each individual trade debt at each balance sheet date to ensure that adequate impairment losses are made for irrecoverable amounts. In this regard, the management of the Company considers that the Company's credit risk is significantly reduced.

During the three months and nine months ended September 30, 2012 and 2011, there was one customer, Energizer Holdings, Inc., that accounted for 10% or more of total net revenue. The percentages of total net sales from Energizer Holdings, Inc. in the three months ended September 30, 2012 and 2011 were 13.4% and 21.1%, respectively, and in the nine months ended September 30, 2012 and 2011 were 16.1% and 20.0%, respectively.

The Company's top two third-party customers accounted for an aggregate of 36.3% of the accounts receivable as of September 30, 2012 and 25.0% of the accounts receivable as of December 31, 2011.

Cash and cash equivalents

Cash and cash equivalents include all cash, deposits in banks and other liquid investments with initial maturities of three months or less.

Restricted cash

Certain cash balances are held as security for notes payable and foreign currency loans. These balances are classified as restricted cash in the Company's balance sheets.

HIGHPOWER INTERNATIONAL, INC AND SUBSIDIARIES  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
(Stated in US Dollars)

**2. Summary of significant accounting policies (continued)**

Accounts receivable

Accounts receivable are stated at the original amount less an allowance made for doubtful receivables, if any, based on a review of all outstanding amounts at period end. An allowance is also made when there is objective evidence that the Company will not be able to collect all amounts due according to the original terms of receivables. Bad debts are written off when identified. The Company extends unsecured credit to customers in the normal course of business and believes all accounts receivable in excess of the allowances for doubtful receivables to be fully collectible. The Company does not accrue interest on trade accounts receivable.

Inventories

Inventories are stated at lower of cost or market. Cost is determined using the weighted average method. Inventory includes raw materials, packing materials, work in progress and finished goods. The variable production overhead is allocated to each unit of production on the basis of the actual use of the production facilities. The allocation of fixed production overhead to the costs of conversion is based on the normal capacity of the production facilities.

Property, plant and equipment

Property, plant and equipment are stated at cost less accumulated depreciation. Cost represents the purchase price of the asset and other costs incurred to bring the asset into its existing use. Maintenance, repairs and betterments, including replacement of minor items, are charged to expense; major additions to physical properties are capitalized.

Depreciation of plant and equipment is provided using the straight-line method over their estimated useful lives at the following annual rates:

Buildings	5% - 10%
Furniture, fixtures and office equipment	20%
Leasehold improvement	50%
Machinery and equipment	10%
Motor vehicles	20%

Upon sale or disposition, the applicable amounts of asset cost and accumulated depreciation are removed from the accounts and the net amount less proceeds from disposal is charged or credited to income.

Construction in progress represents capital expenditures for direct costs of construction or acquisition and design fees incurred, and the interest expense directly related to the construction. Capitalization of these costs ceases and the construction in progress is transferred to the appropriate category of property, plant and equipment when substantially all the activities necessary to prepare the assets for their intended use are completed. Construction in progress is not depreciated.

HIGHPOWER INTERNATIONAL, INC AND SUBSIDIARIES  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
(Stated in US Dollars)

**2. Summary of significant accounting policies (continued)**

Land use rights, net

Land use rights represent payments for the rights to use certain parcels of land for a certain period of time in the P.R.C. Land use rights are carried at cost and charged to expense on a straight-line basis over the period the rights are granted.

Intangible assets, net

Intangible assets represent a royalty-bearing, non-exclusive license to use certain patents owned by Ovonic Battery Company, Inc. ("Ovonic"), an unrelated party, to manufacture rechargeable nickel metal hydride batteries for portable consumer applications ("Consumer Batteries") in the P.R.C, and a royalty-bearing, non-exclusive worldwide license to use certain patents owned by Ovonic to use, sell and distribute Consumer Batteries. The value of the licenses was established based on historic acquisition costs.

Intangible assets are amortized over their estimated useful lives, and are reviewed annually for impairment, or more frequently, if indications of possible impairment exist.

Deferred Revenue

Deferred revenue represents the government grants received related to developing property, and will be recognized over the useful lives of the assets. The Company received a grant of \$655,446 on May 28, 2012 from the Department of Industry and Information Technology for the construction of the new factory in Ganzhou City, Jiangxi Province, P.R.C. The Company will apply the deferred revenue to reduce the cost basis of the assets, upon completion of construction of the warehouse, thus reducing the annual depreciation charge over the estimated useful life of the property, plant and equipment of the new factory.

Revenue recognition

The Company recognizes revenue when all of the following criteria must exist in order for the Company to recognize revenue: (1) persuasive evidence of an arrangement exists; (2) delivery has occurred or services have been rendered; (3) price to the buyer is fixed or determinable; and (4) collectability is reasonably assured.

The Company does not have arrangements for returns from customers and does not have any future obligations directly or indirectly related to product resale by customers. The Company has no incentive programs.

Research and development

Research and development expenses include expenses directly attributable to the conduct of research and development programs, including the expenses of salaries, employee benefits, materials, supplies, maintenance of research equipment. All expenditures associated with research and development are expensed as incurred.

HIGHPOWER INTERNATIONAL, INC AND SUBSIDIARIES  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
(Stated in US Dollars)

**2. Summary of significant accounting policies (continued)**

Advertising

Advertising, which generally represents the expenses of promotions to create or stimulate a positive image of the company or a desire to buy the company's products and services, is expensed as incurred. No advertising expense was recorded for the three and nine months ended September 30, 2012 and 2011.

Income taxes

The Company recognizes deferred tax assets and liabilities for the expected future tax consequences of events that have been included in the financial statements or tax returns. Under this method, deferred income taxes are recognized for the tax consequences in future years of differences between the tax bases of assets and liabilities and their financial reporting amounts at each period end based on enacted tax laws and statutory tax rates, applicable to the periods in which the differences are expected to affect taxable income. Valuation allowances are established, when necessary, to reduce deferred tax assets to the amount expected to be realized.

Uncertain tax positions

The Company accounts for uncertainty in income taxes using a two-step approach to recognizing and measuring uncertain tax positions. The first step is to evaluate the tax position for recognition by determining if the weight of available evidence indicates that it is more likely than not that the position will be sustained on audit, including resolution of related appeals or litigation processes, if any. The second step is to measure the tax benefit as the largest amount that is more than 50% likely of being realized upon settlement. The Company classifies the liability for unrecognized tax benefits as current to the extent that the Company anticipates payment (or receipt) of cash within one year. Interest and penalties related to uncertain tax positions are recognized and recorded as necessary in the provision for income taxes. There were no uncertain tax positions in September 30, 2012 and December 31, 2011.

Comprehensive income

Recognized revenue, expenses, gains and losses are included in net income or loss. Although certain changes in assets and liabilities are reported as separate components of the equity section of the consolidated balance sheet, such items, along with net income or loss, are components of comprehensive income or loss. The components of other comprehensive income or loss are consisted solely of foreign currency translation adjustments, net of the income tax effect.

HIGHPOWER INTERNATIONAL, INC AND SUBSIDIARIES  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
(Stated in US Dollars)

**2. Summary of significant accounting policies (continued)**

Foreign currency translation and transactions

Highpower's functional currency is the United States dollar ("US\$"). HKHTC's functional currency is the Hong Kong dollar ("HK\$"). The functional currency of the Company's subsidiaries in the P.R.C is the Renminbi ("RMB").

At the date a foreign currency transaction is recognized, each asset, liability, revenue, expense, gain, or loss arising from the transaction is measured initially in the functional currency of the recording entity by use of the exchange rate in effect at that date. The increase or decrease in expected functional currency cash flows upon settlement of a transaction resulting from a change in exchange rates between the functional currency and the currency in which the transaction is denominated is recognized as foreign currency transaction gain or loss that is included in determining net income for the period in which the exchange rate changes. At each balance sheet date, recorded balances that are denominated in a foreign currency are adjusted to reflect the current exchange rate.

The Company's reporting currency is US\$. Assets and liabilities of HKHTC and the P.R.C. subsidiaries are translated at the current exchange rate at the balance sheet dates, revenues and expenses are translated at the average exchange rates during the reporting periods, and equity accounts are translated at historical rates. Translation adjustments are reported in other comprehensive income.

HIGHPOWER INTERNATIONAL, INC AND SUBSIDIARIES  
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**2. Summary of significant accounting policies (continued)**

Fair value of financial instruments

The carrying values of the Company's financial instruments, including cash and cash equivalents, restricted cash, trade and other receivables, deposits, trade and other payables, bank borrowings, approximate their fair values due to the short-term maturity of such instruments.

The Company defines fair value as the price that would be received from selling an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. When determining the fair value measurements for assets and liabilities required or permitted to be recorded at fair value, the Company considers the principal or most advantageous market in which it would transact and it considers assumptions that market participants would use when pricing the asset or liability.

The Company establishes a fair value hierarchy that requires it to maximize the use of observable inputs and to minimize the use of unobservable inputs when measuring fair value. A financial instrument's categorization within the fair value hierarchy is based upon the lowest level of input that is significant to the fair value measurement.

-Level 1 applies to assets or liabilities for which there are quoted prices in active markets for identical assets or liabilities.

-Level 2 applies to assets or liabilities for which there are inputs other than quoted prices included within Level 1 that are observable for the asset or liability such as quoted prices for similar assets or liabilities in active markets; quoted prices for identical assets or liabilities in markets with insufficient volume or infrequent transactions (less active markets); or model-derived valuations in which significant inputs are observable or can be derived principally from, or corroborated by, observable market data.

-Level 3 applies to assets or liabilities for which there are unobservable inputs to the valuation methodology that are significant to the measurement of the fair value of the assets or liabilities.

Derivatives

From time to time the Company may utilize foreign currency forward contracts to reduce the impact of foreign currency exchange rate risk. Management considered that the foreign currency forwards could not meet the criteria for designated hedging instruments and hedged transactions to qualify for cash flow hedge or fair value hedge accounting. The currency forwards and future contracts therefore are accounted for as derivatives, with fair value changes reported as gain (loss) of derivative instruments in income statement. The fair value balance of the foreign currency derivatives assets was \$113,402 and \$15,653 as of September 30, 2012 and December 31, 2011, respectively.

Earnings per share

Basic earnings per share is computed by dividing income attributable to holders of common shares by the weighted average number of common shares outstanding during the year. Diluted earnings per common share reflects the potential dilution that could occur if securities or other contracts to issue common shares were exercised or converted into common shares.

There were 727,500 and 637,500 options and warrants outstanding as of September 30, 2012 and 2011, respectively, which were not included in the calculation of diluted income per share for the periods ended because their effect would have been anti-dilutive.

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**2. Summary of significant accounting policies (continued)**

Recently issued accounting pronouncements

In July 2012, the FASB issued ASU 2012-02, "Intangibles-Goodwill and Other (Topic 350): Testing Indefinite-Lived Intangible Assets for Impairment." This ASU simplifies how entities test indefinite-lived intangible assets for impairment, which improves consistency in impairment testing requirements among long-lived asset categories. These amended standards permit an assessment of qualitative factors to determine whether it is more likely than not that the fair value of an indefinite-lived intangible asset is less than its carrying value. For assets in which this assessment concludes it is more likely than not that the fair value is more than its carrying value, these amended standards eliminate the requirement to perform quantitative impairment testing as outlined in the previously issued standards. The guidance is effective for annual and interim impairment tests performed for fiscal years beginning after September 15, 2012, early adoption is permitted. The Company has adopted this ASU beginning with its Quarterly Report on Form 10-Q for the three months ended September 30, 2012. There is no material impact on the consolidated financial statements upon adoption.

Except for the ASUs above, in the period ended November 9, 2012, the FASB has issued ASU No. 2012-01 through ASU 2011-02, which is not expected to have a material impact on the consolidated financial statements upon adoption.

HIGHPOWER INTERNATIONAL, INC AND SUBSIDIARIES  
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**3. Correction of previously issued consolidated financial statements**

Certain comparative amounts in prior periods have been corrected to conform to the current period's presentation. The principal corrections related to: 1) the separate presentation of research and development expenses as an operating expenses line item in the statement of operations, which was previously included in general and administrative expenses; and 2) correcting accounting errors such as recognition of capitalized interest.

The following table summarizes the adjustments made to the previously reported consolidated statement of operations and comprehensive income (loss) for the three and nine months ended September 30, 2011, and consolidated statement of cash flows for the nine months ended September 30, 2011.

Selected consolidated statement of operations and comprehensive income (loss) information for the three and nine months ended September 30, 2011:

	<u>Three months ended September 30, 2011</u>			<u>Nine months ended September 30, 2011</u>		
	<u>As previously reported</u>	<u>Corrections</u>	<u>As corrected</u>	<u>As previously reported</u>	<u>Corrections</u>	<u>As corrected</u>
Research and development expenses	(793,702)	(30,033)	(823,735)	(2,302,163)		(2,302,163)
Selling and distribution expenses	(1,487,490)	(11,465)	(1,498,955)	(3,654,303)		(3,654,303)
General and administrative expenses, including stock-based compensation	(2,242,458)	41,498	(2,200,960)	(6,406,295)		(6,406,295)
Interest expense	(140,240)	35,125	(105,115)	(183,450)	(181,807)	(365,257)
Loss before taxes	(739,318)	35,125	(704,193)	(345,865)	(181,807)	(527,672)
Net loss	(665,635)	35,125	(630,510)	(414,960)	(181,807)	(596,767)
Comprehensive loss	(603,836)	35,125	(568,711)	805,425	(181,807)	623,618
Loss per share of common stock attributable to the Company						
-Basic	(0.05)		(0.05)	(0.03)	(0.01)	(0.04)
-Diluted	(0.05)		(0.05)	(0.03)	(0.01)	(0.04)



HIGHPOWER INTERNATIONAL, INC AND SUBSIDIARIES  
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**3. Correction of previously issued consolidated financial statements (continued)**

Selected consolidated statement of cash flow information for the nine months ended September 30, 2011

	<u><i>Nine months ended September 30, 2011</i></u>		
	<u><i>As previously reported</i></u>	<u><i>Corrections</i></u>	<u><i>As corrected</i></u>
<b>Cash flows from operating activities</b>			
Net (loss) income	(414,960)	(181,807)	(596,767)
<b>Net cash flows used in operating activities</b>	(894,251)	(181,807)	(1,076,058)
<b>Cash flows from investing activities</b>			
Acquisition of plant and equipment	(5,168,156)	181,807	(4,986,349)
<b>Net cash flows used in investing activities</b>	(5,168,156)	181,807	(4,986,349)

HIGHPOWER INTERNATIONAL, INC. AND SUBSIDIARIES  
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**4. Accounts receivable, net**

As of September 30, 2012 and December 31, 2011, accounts receivable include the following:

	<i>September 30, 2012</i>	<i>December 31, 2011</i>
	<i>(Unaudited)</i>	
	\$	\$
Accounts receivable	25,408,181	21,520,763
Less: allowance for doubtful debts	1,446,760	391,345
	<u>23,961,421</u>	<u>21,129,418</u>

The Company experienced bad debt expenses of \$1,156,434 and \$146,393, respectively, during the nine months ended September 30, 2012 and 2011, and \$874,307 and \$89,572, respectively, during the three months ended September 30, 2012 and 2011.

The Company wrote off \$102,353 and \$60,426, respectively, in accounts receivable in the nine months ended September 30, 2012 and 2011.

**5. Prepayments**

	<i>September 30, 2012</i>	<i>December 31, 2011</i>
	<i>(Unaudited)</i>	
	\$	\$
Purchase deposits paid	1,743,114	2,718,685
Advance to staff	185,164	48,678
Other deposits and prepayments	1,164,395	871,679
Valued-added tax prepayment	535,575	612,681
	<u>3,628,248</u>	<u>4,251,723</u>

**6. Other receivables**

	<i>September 30, 2012</i>	<i>December 31, 2011</i>
	<i>(Unaudited)</i>	
	\$	\$
Deposit for land use right	503,191	755,354
Other receivable	308,718	286,260
	<u>811,909</u>	<u>1,041,614</u>

HIGHPOWER INTERNATIONAL, INC. AND SUBSIDIARIES  
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**7. Inventories**

	<i>September 30,</i> <b>2012</b>	<i>December 31,</i> <b>2011</b>
	<i>(Unaudited)</i>	
	\$	\$
Raw materials	4,823,273	4,508,201
Work in progress	1,935,464	900,440
Finished goods	10,011,053	7,923,101
Packing materials	17,734	15,581
Consumables	177,292	165,619
	<b>16,964,816</b>	<b>13,512,942</b>

Where there is evidence that the utility of inventories, in their disposal in the ordinary course of business, will be less than cost, whether due to physical deterioration, obsolescence, changes in price levels, or other causes, the inventories are written down to their fair value for the difference with charges to cost of sales. \$431,470 and \$523,921 were written down for inventories as of September 30, 2012 and December 31, 2011, respectively.

**8. Property, plant and equipment, net**

	<i>September 30,</i> <b>2012</b>	<i>December 31,</i> <b>2011</b>
	<i>(Unaudited)</i>	
	\$	\$
<b>Cost</b>		
Construction in progress	687,287	14,016,485
Furniture, fixtures and office equipment	3,010,510	2,734,321
Leasehold improvement	98,615	98,305
Machinery and equipment	15,203,124	13,429,090
Motor vehicles	1,305,719	1,225,948
Building	18,141,223	268,717
	<b>38,446,478</b>	<b>31,772,866</b>
Less: accumulated depreciation	7,491,032	6,310,210
	<b>30,955,446</b>	<b>25,462,656</b>

The Company recorded depreciation expenses of \$1,565,147 and \$1,262,178 for the nine months ended September 30, 2012 and 2011, respectively, and \$633,433 and \$437,170 for the three months ended September 30, 2012 and 2011, respectively.

The capitalized interest recognized in construction in progress was \$1,038,284 and \$492,716 as of September 30, 2012 and December 31, 2011, respectively.

No property, plant and equipment were pledged as collateral for bank loans as of September 30, 2012 and December 31, 2011.

HIGHPOWER INTERNATIONAL, INC. AND SUBSIDIARIES  
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**9. Land use rights, net**

	<i>September 30,</i> <b>2012</b>	<i>December 31,</i> <b>2011</b>
	<i>(Unaudited)</i>	
	\$	\$
<i>Cost</i>		
Land located in Huizhou	3,416,123	3,405,396
Land located in Ganzhou	1,332,697	-
	4,748,820	3,405,396
Accumulated amortization	(340,080)	(272,431)
	4,408,740	3,132,965

As of September 30, 2012, land use rights of the Company included certain parcels of land located in Huizhou City, Guangdong Province, the P.R.C. and Ganzhou City, Jiangxi Province, the P.R.C., with a total net carrying value of \$4,408,740. The land use rights for land with area of approximately 126,605 square meters and 58,669 square meters, which will expire on May 23, 2057 and January 4, 2062, respectively.

The land use rights are being amortized annually using the straight-line method over the contract terms of 50 years. The Company recorded amortization expenses of \$66,332 and \$49,562 for the nine months ended September 30, 2012 and 2011, respectively, and \$23,502 and \$16,399 for the three months ended September 30, 2012 and 2011, respectively.

The land use right for land located in Huizhou City was pledged as collateral for bank loans as of September 30, 2012 and December 31, 2011.

**10. Intangible asset, net**

	<i>September 30,</i> <b>2012</b>	<i>December 31,</i> <b>2011</b>
	<i>(Unaudited)</i>	
	\$	\$
<i>Cost</i>		
Consumer battery license fee	1,000,000	1,000,000
Accumulated amortization	(287,500)	(250,000)
	712,500	750,000

The Company is amortizing the \$1,000,000 cost of the Consumer Battery License agreement over a period of 20 years on the straight line basis over the estimated useful life of the underlying technology, which is based on the Company's assessment of existing battery technology, current trends in the battery business, potential developments and improvements, and the Company's current business plan. Amortization expenses included in selling and distribution costs for the nine months ended September 30, 2012 and 2011 were \$37,500 and \$37,500, respectively, and \$12,500 and \$12,500 for the three months ended September 30, 2012 and 2011, respectively.

HIGHPOWER INTERNATIONAL, INC. AND SUBSIDIARIES  
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**11. Other payables and accrued liabilities**

	<i>September 30,</i> <b>2012</b>	<i>December 31,</i> <b>2011</b>
	<i>(Unaudited)</i>	
	\$	\$
Accrued expenses	2,989,020	4,348,657
Royalty payable	965,639	877,905
Sales deposits received	794,603	1,196,711
Other payables	599,871	517,790
	5,349,133	6,941,063

**12. Taxation**

The Company and its subsidiaries file tax returns separately.

1) Value added tax ("VAT")

Pursuant to the Provisional Regulation of the P.R.C. on VAT and the related implementing rules, all entities and individuals ("taxpayers") that are engaged in the sale of products in the P.R.C. are generally required to pay VAT at a rate of 17% of the gross sales proceeds received, less any deductible VAT already paid or borne by the taxpayers. Further, when exporting goods, the exporter is entitled to a portion of or all the refund of VAT that it has already paid or incurred. The Company's P.R.C. subsidiaries are subject to VAT at 17% of their revenues.

2) Income tax

United States

Highpower was incorporated in Delaware and is subject to U.S. federal income tax with a system of graduated tax rates ranging from 15% to 35%. As Highpower does not conduct any business in the U.S. or Delaware, it is not subject to U.S. and Delaware state corporate income tax. No deferred U.S. taxes are recorded since all accumulated profits in the P.R.C. will be permanently reinvested in the P.R.C.

Hong Kong

HKHTC incorporated in Hong Kong, is subject to a corporate income tax rate of 16.5%.

P.R.C.

In accordance with the relevant tax laws and regulations of the P.R.C., a company registered in the P.R.C. is subject to income taxes within the P.R.C. at the applicable tax rate on the taxable income.

SZ Highpower has obtained the approval and is qualified as a New and High-Tech Enterprise ("NHTE") by the Shenzhen Tax Bureau, and according to the P.R.C. Enterprise Income Tax Law, it is eligible to enjoy a preferential tax rate of 15% for the calendar years of 2012 and 2011. All the other P.R.C. subsidiaries are not entitled to any tax holiday. They were subject to income tax at a rate of 25% for calendar years 2012 and 2011.

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**12. Taxation (continued)**

The components of the provision for income taxes are:

	<i>Three months ended</i>		<i>Nine months ended</i>	
	<i>September 30,</i>		<i>September 30,</i>	
	<i>2012</i>	<i>2011</i>	<i>2012</i>	<i>2011</i>
	<i>(Unaudited)</i>	<i>(Unaudited)</i>	<i>(Unaudited)</i>	<i>(Unaudited)</i>
	\$	\$	\$	\$
Current	407,729	85,474	717,351	228,252
Deferred	119,218	(159,157)	225,862	(159,157)
Total	<u>526,947</u>	<u>(73,683)</u>	<u>943,213</u>	<u>69,095</u>

The reconciliation of income taxes expenses computed at the statutory tax rate applicable to the Company is as follows:

	<i>Three months ended</i>		<i>Nine months ended</i>	
	<i>September 30,</i>		<i>September 30,</i>	
	<i>2012</i>	<i>2011</i>	<i>2012</i>	<i>2011</i>
	<i>(Unaudited)</i>	<i>(Unaudited)</i>	<i>(Unaudited)</i>	<i>(Unaudited)</i>
	\$	\$	\$	\$
Income (loss ) before tax	1,123,426	(704,193)	1,996,074	(527,672)
Provision for income taxes at applicable income tax rate	332,408	(68,175)	566,510	(120,711)
Effect of preferential tax rate	(128,418)	(58,507)	(301,863)	(147,338)
Non-deductible expenses	63,798	119,370	176,575	461,383
Change in valuation allowance	259,159	(66,371)	501,991	(124,239)
Effective enterprise income tax	<u>526,947</u>	<u>(73,683)</u>	<u>943,213</u>	<u>69,095</u>

3) Deferred tax assets

Deferred tax assets and deferred tax liabilities reflect the tax effects of temporary differences between the carrying amounts of assets and liabilities for financial reporting purpose and the tax bases used for income tax purpose. The following represents the tax effect of each major type of temporary difference.

	<i>September 30,</i>	<i>December 31,</i>
	<i>2012</i>	<i>2011</i>
	<i>(Unaudited)</i>	
	\$	\$
Tax loss carry-forward	355,435	591,542
Allowance for doubtful receivables	6,270	85,400
Allowance for inventory obsolescence	107,868	134,248
Fair value change of currency forwards	70,930	(19,415)
Difference for sales cut-off	91,598	65,434
	<u>632,101</u>	<u>857,209</u>

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**13. Short-term loans**

	<i>September 30,</i> <i>2012</i>	<i>December 31,</i> <i>2011</i>
	<i>(Unaudited)</i>	
	\$	\$
Guaranteed and repayable within one year Short-term bank loans	15,671,794	9,545,383

As of September 30, 2012, the above bank borrowings were for working capital purposes and were guaranteed by personal guarantees executed by certain directors of the Company and a land use right with carrying amount \$3,091,592 pledged as collateral.

The loans were primarily obtained for general working capital, carried interest rates ranging from 2.62% to 7.22% per annum.

**14. Notes payable**

The Company has executed credit facilities with certain banks that provided for working capital in the form of bank acceptance bills. The funds borrowed under these facilities are generally repayable within 6 months. The notes payable are non-interest bearing and do not have any restrictions or covenants attached. Outstanding notes payable were \$24,286,540 and \$17,909,843 as of September 30, 2012 and December 31, 2011, respectively.

**15. Line of credit**

The Company entered into some credit contracts revolving line of credit, which were used by short-term loans and bank acceptance bills. The following tables summarize the unused lines of credit as of September 30, 2012 and December 31, 2011:

Lender	September 30, 2012 (Unaudited)			
	Starting date	Maturity date	Line of credit	Unused line of credit
			\$	\$
Bank of China	1/13/ 2012	1/12/2013	7,954,437	241,815
Wing Lung Bank Ltd.	3/29/2012	3/28/2013	2,600,000	-
Wing Lung Bank Ltd.	4/20/2012	4/19/2013	2,708,244	-
The Shanghai Commercial & Saving bank	8/8/2012	6/7/2013	4,000,000	-
Industrial and Commercial Bank of China	7/26/2012	7/25/2013	6,363,550	2,395,876
Shenzhen Development Bank Co., Ltd	12/12/2011	11/27/2012	15,908,874	4,672,436
China Everbright Bank	8/1/2012	7/31/2013	7,954,437	6,999,905
China Resources Bank Of Zhuhai	4/28/2012	4/28/2013	6,363,550	5,568,106
<b>Total</b>			<b>53,853,092</b>	<b>19,878,138</b>

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15. **Line of credit (continued)**

Lender	December 31, 2011			
	Starting date	Maturity date	Line of credit	Unused line of credit
			\$	\$
Industrial and Commercial Bank of China	11/29/2011	8/31/2013	6,343,568	4,898,820
Shenzhen Development Bank Co., Ltd	12/12/2011	11/27/2012	15,858,919	10,768,206
Standard Chartered (China) Co., Ltd.	1/21/2011	3/30/2012	2,000,000	2,000,000
China Everbright Bank	6/9/2011	6/9/2012	7,929,460	3,103,590
Standard Chartered (Hong Kong) Co., Ltd.	1/21/2011	1/21/2012	13,000,000	10,120,000
Citibank (Hong Kong) Co., Ltd.	1/31/2011	1/31/2012	3,000,000	3,000,000
Industrial and Commercial Bank of China	11/29/2011	9/8/2012	3,171,784	-
Wing Lung Bank Ltd.	8/29/2011	3/20/2012	2,600,000	-
Wing Lung Bank Ltd.	8/29/2011	3/20/2012	2,574,665	-
<b>Total</b>			<b>56,478,396</b>	<b>33,890,616</b>

The line of credits from Bank of China and Industrial and Commercial Bank of China are guaranteed by SZ Springpower, HK Highpower and the Company's Chief Executive Officer, Mr. Dang Yu Pan.

The line of credits from Shenzhen Development Bank Co., Ltd, China Resources Bank of Zhuhai and Standard Chartered (China) Co., Ltd are jointly guaranteed by SZ Springpower and the Company's Chief Executive Officer, Mr. Dang Yu Pan.

The line of credit from China Everbright Bank is guaranteed by the Company's Chief Executive Officer, Mr. Dang Yu Pan.

Certain of the agreements governing the Company's loans include standard affirmative and negative covenants, including restrictions on granting additional pledges on the Company's property and incurring additional debt and obligations to provide advance notice of major corporate actions, and other covenants including: the borrower may not serve as a guarantor for more than double its net assets; the borrower is restricted in certain circumstances from using the loans in connection with related party transactions or other transactions with affiliates; the borrower must provide monthly reports to certain lenders describing the actual use of loans; the borrower may need to obtain approval to engage in major corporate transactions; and the borrower may need to obtain approval to increase overseas investments, guarantee additional debt or incur additional debt by an amount which exceeds 20% of its total net assets should the lender determine that such action will have a material impact on the ability of the borrower to repay the loan. The covenants in these loan agreements could prohibit the Company from incurring any additional debt without consent from its lenders. The Company believes it would be able to obtain consents from the lenders in the event it needed to do so. The agreements governing the Company's loans may also include covenants that, in certain circumstances, may require the Company's PRC operating subsidiaries to give notice to, or obtain consent from, certain of their lenders prior to making a distribution of net profit, as well as covenants restricting the ability of the Company's PRC operating subsidiaries from extending loans. As of September 30, 2012 and December 31, 2011, the Company was in compliance with all material covenants in its loan agreements.



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**16. Long-term loans**

	<i>September 30,</i> <i>2012</i>	<i>December 31,</i> <i>2011</i>
	<i>(Unaudited)</i>	
	\$	\$
Long term loans from Bank of China	7,954,437	-
Less: current portion of long-term borrowings	1,749,976	-
Long-term borrowings, net of current portion	6,204,461	-

On January 13, 2012, the Company borrowed \$7,954,437 (RMB50 million) from Bank of China, which is guaranteed by HK Highpower, SZ Highpower, SZ Springpower and the Company's Chief Executive Officer, Mr. Dang Yu Pan. It is five-year long-term loan, with an annual interest rate equal to 110% of the benchmark-lending rate of PBOC, which ranged from 7.04% to 7.59% for the nine months ended September 30, 2012. Interest expenses are to be paid quarterly.

The interest expenses were \$149,637 and \$318,424 for the three and nine months ended September 30, 2012, respectively.

The principal is to be repaid quarterly from September 30, 2012. 2% of the principal should be paid on September 30, 2012 and December 30, 2012, respectively. And each 6% should be paid every quarter after December 31, 2012 until the due date. The repayment schedule of the principal was summarized as in below table:

	\$
Within 1 year	1,749,976
2 to 3 years	1,909,065
3 to 4 years	1,909,065
4 to 5 years	1,909,065
5 to 6 years	477,266
	7,954,437

2% of the principal amounted to \$159,089 which was due on September 30, 2012 was paid on October 8, 2012.

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**17. Share-based compensation expenses**

2008 Omnibus Incentive Plan

The 2008 Omnibus Incentive Plan (the "2008 Plan") was approved by the Company's Board of Directors on October 30, 2008 and became effective upon the approval of the Company's stockholders on December 11, 2008. The 2008 Plan has a ten-year term. The 2008 Plan reserves two million shares of common stock for issuance, subject to increase from time to time by the number of shares: (i) subject to outstanding awards granted under the Company's prior equity compensation plans that terminate without delivery of any stock (to the extent such shares would have been available for issuance under such prior plan), and (ii) subject to awards assumed or substituted in connection with the acquisition of another company.

The 2008 Plan authorizes the issuance of awards including stock options, restricted stock units (RSUs), restricted stock, unrestricted stock, stock appreciation rights (SARs) and other equity and/or cash performance incentive awards to employees, directors, and consultants of the Company. Subject to certain restrictions, the Compensation Committee of the Board of Directors has broad discretion to establish the terms and conditions for awards under the 2008 Plan, including the number of shares, vesting conditions and the required service or performance criteria. Options and SARs have a contractual term of ten years and generally vest over four to five years with an exercise price equal to the fair value on the date of grant. Incentive stock options (ISOs) granted must have an exercise price equal to the fair market value on the date of grant. Repricing of stock options and SARs is prohibited without stockholder approval. Certain change in control transactions may cause awards granted under the 2008 Plan to vest, unless the awards are continued or substituted for in connection with the transaction. At September 30, 2012, approximately 1,303,000 shares of the Company's common stock remained available for issuance under the 2008 Plan.

**Share-based compensation related to employees**

	Number of Share	Weighted Average Exercise Price	Contractual Term in Years
Outstanding, January 1, 2012	630,000	\$ 3.04	9.23
Granted	100,000	\$ 1.15	
Exercised	-	-	
Forfeited	<u>(65,000)</u>	<u>\$ 2.51</u>	
Outstanding, September 30, 2012	<u>665,000</u>	<u>\$ 2.81</u>	<u>8.60</u>
Exercisable, September 30, 2012	<u>120,000</u>	<u>\$ 3.48</u>	<u>8.32</u>

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**17. Share-based compensation expenses (continued)**

During the nine months ended September 30, 2012, the Company granted 100,000 shares to one employee at an exercise price of \$1.15 per share. During the nine months ended September 30, 2012, a total of 65,000 options were forfeited in accordance with the terms and conditions of the 2008 Plan.

There were no options granted to employees during the three months ended September 30, 2012. The weighted-average fair value of options granted to employees for the nine month periods ended September 30, 2012 and 2011 were \$0.74 per share and \$1.47 per share, respectively, and were calculated using the Black-Scholes pricing model, with the following weighted-average assumptions:

	<i>Three months ended</i>		<i>Nine months ended</i>	
	<i>September 30,</i>		<i>September 30,</i>	
	<u>2012</u>	<u>2011</u>	<u>2012</u>	<u>2011</u>
Expected volatility	-	40.14%	71.78%	40.02%
Risk-free interest rate	-	1.12%	1.09%	2.42%
Expected term from grant date (in years)	-	6.25	6.25	6.16
Dividend rate	-	-	-	-
Forfeiture rate	-	-	4.86%	4.30%
Fair value	-	\$ 0.52	0.74	\$ 1.47

The estimated fair value of share-based compensation to employees is recognized as a charge against income on a ratable basis over the requisite service period, which is generally the vesting period of the award.

**Total share-based payment expenses**

In connection with the grant of stock options to employees and nonemployees, the Company recorded share-based compensation charges of \$52,030 and \$266, respectively, for the three-month period ended September 30, 2012 and stock-based compensation charges of \$335,231 and \$(354), respectively, for the three-month period ended September 30, 2011. The Company recorded share-based compensation charges of \$144,661 and \$798, respectively, for the nine-month period ended September 30, 2012 and stock-based compensation charges of \$611,650 and \$407, respectively, for the nine-month period ended September 30, 2011.

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**17. Share-based compensation expenses (continued)**

*Expected Term*

The expected term of stock options represents the weighted-average period that the stock options are expected to remain outstanding. There have been no stock option exercises to date upon which to base an estimate of the expected term. The Company determined it appropriate to estimate the expected term using the "simplified" method as prescribed by the Securities and Exchange Commission, or SEC, in Staff Accounting Bulletin No. 107, or SAB 107, as amended by SAB 110. The simplified method determines an expected term based on the average of the weighted average vesting term and the contractual term of the option.

*Expected Volatility*

The Company has limited stock trading history and it is not able to reasonably estimate the fair value of its equity share options because it is not practicable for it to estimate the expected volatility of its share price. The expected volatilities used for the three and nine month periods ended September 30, 2012 and 2011 are based upon the volatilities of a peer group of comparable publicly traded companies. This peer group was selected by the Company using criteria including similar industry, similar stage of development and comparable market capitalization.

*Risk-Free Interest Rate*

The risk-free interest rate assumption is based on U.S. Treasury instruments with a term consistent with the expected term of the Company's stock options.

*Dividend Yield*

The Company has never declared or paid any cash dividends and does not plan to pay cash dividends in the foreseeable future, and therefore, used an expected dividend yield of zero in the valuation model.

*Forfeitures*

The Company estimates forfeitures at the time of grant and revises the estimates in subsequent periods if actual forfeitures differ from what was estimated. The Company uses historical data to estimate pre-vesting option forfeitures and records stock-based compensation expense only for those awards that are expected to vest. All stock-based payment awards are amortized on a ratable basis over the requisite service periods of the awards, which are generally the vesting periods. The Company records stock-based compensation expense only for those awards that are expected to vest.

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**18. Earnings per share**

Basic earnings per common share are computed by dividing income available to common stockholders by the weighted-averages number of shares of common stock outstanding during the period. Diluted earnings per common share is computed by dividing income available to common stockholders by the weighted-average number of shares of common stock outstanding during the period increased to include the number of additional shares of common stock outstanding that would have been outstanding if the potentially dilutive securities had been issued. Potentially dilutive securities include outstanding stock options, warrants and restricted shares. The dilutive effect of potential dilutive securities is reflected in diluted earnings per common share by application of the treasury stock method. Under the treasury stock method, an increase in the fair market value of the Company's common stock can result in a greater dilutive effect from potentially dilutive securities. The Company excludes potential common stocks in the diluted earnings per share computation in periods of losses from continuing operations, as their effect would be anti-dilutive.

The following tables set forth the computation of basic and diluted earnings per common share for the three months ended September 30, 2012 and 2011, and the nine months ended September 30, 2012 and 2011.

	<i>Three months ended</i>		<i>Nine months ended</i>	
	<i>September 30,</i>		<i>September 30,</i>	
	<u>2012</u>	<u>2011</u>	<u>2012</u>	<u>2011</u>
	<i>(Unaudited)</i>	<i>(Unaudited)</i>	<i>(Unaudited)</i>	<i>(Unaudited)</i>
	\$	\$	\$	\$
<b>Numerator:</b>				
Net income attributable to the Company	<u>644,362</u>	<u>(630,510)</u>	<u>1,151,261</u>	<u>(596,767)</u>
<b>Denominator:</b>				
Weighted-average shares outstanding	13,582,106	13,582,106	13,582,106	13,582,106
Effect of dilutive securities	-	-	-	-
<b>Denominator:</b>				
Weighted-average shares diluted	<u>13,582,106</u>	<u>13,582,106</u>	<u>13,582,106</u>	<u>13,582,106</u>
Basic earnings per common share attributable to the Company	<u>0.05</u>	<u>(0.05)</u>	<u>0.08</u>	<u>(0.04)</u>
Diluted earnings per common share attributable to the Company	<u>0.05</u>	<u>(0.05)</u>	<u>0.08</u>	<u>(0.04)</u>

Diluted earnings per share takes into account the potential dilution that could occur if securities or other contracts to issue common stock were exercised and converted into common stock. Stock options totaled 680,000 shares that could potentially dilute earnings per share in the future which were not included in the fully diluted computation for the three and nine months ended September 30, 2012 because they would have been anti-dilutive since the stock's average market price did not exceed the exercise price. Warrants totaled 47,500 shares that could potentially dilute earnings per share which were not included in the fully diluted computation for the three and nine months ended September 30, 2012, since the stock's average market price did not exceed the exercise price.

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**19. Share warrants**

On September 19, 2008, the Company issued to WestPark Capital warrants to purchase 52,500 shares of common stock at an exercise price of \$3.90 per share in connection with the initial public offering. The warrants have a term of five years and are exercisable no sooner than one year and no later than five years.

The fair value of the warrants at September 19, 2008, the issuance date, is \$276,000. All warrants were evaluated for liability treatment and were determined to be equity instruments.

On December 16, 2009, a warrant holder exercised 5,000 shares of the warrants via a cashless exercise. The Company issued 2,510 shares of common stock upon the exercise of the warrants at no consideration. At September 30, 2012, warrants to purchase 47,500 shares of common stock were still outstanding.

**20. Defined contribution plan**

Full-time employees of the Company in the P.R.C. participate in a government mandated defined contribution plan, pursuant to which certain pension benefits, medical care, employee housing fund and other welfare benefits are provided to employees. Chinese labor regulations require that the P.R.C. operating subsidiaries of the Company make contributions to the government for these benefits based on certain percentages of the employees' salaries. Except for pension benefits, medical care, employee housing fund and other welfare benefits mentioned above, the Company has no legal obligation for the benefits beyond the contributions made.

The total amounts for such employee benefits, which were expensed as incurred, were \$784,845 and \$562,074 for the nine months ended September 30, 2012 and 2011, respectively, and \$277,448 and \$159,758 for the three months ended September 30, 2012 and 2011, respectively.

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**21. Commitments and contingencies**

Operating leases commitments

The Company leases factory and office premises under various non-cancelable operating lease agreements that expire at various dates through years 2012 to 2016, with an option to renew the lease. All leases are on a fixed repayment basis. None of the leases includes contingent rentals. Minimum future commitments under these agreements payable as of September 30, 2012 are as follows:

	\$
2012	264,820
2013	595,888
2014	309,982
2015	298,181
2016	<u>298,181</u>
	<u>1,767,052</u>

Rent expenses for the nine months ended September 30, 2012 and 2011 were \$928,351 and \$818,652, respectively, for the three months ended September 30, 2012 and 2011, rent expenses were \$309,502 and \$276,433, respectively.

Capital commitments and contingencies

The Company had contracted capital commitments of \$2,032,800 for the construction of Ganzhou plant as of September 30, 2012, and \$1,755,387 for the construction of the Huizhou plant as of December 31, 2011.

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**22. Segment information**

The Company uses the "management approach" in determining reportable operating segments. The management approach considers the internal organization and reporting used by the Company's chief operating decision maker for making operating decisions and assessing performance as the source for determining the Company's reportable segments. Management, including the chief operating decision maker, reviews operating results solely by monthly revenue (but not by sub-product type or geographic area) and operating results of the Company and, as such, the Company has determined that the Company has one operating segment.

All long-lived assets of the Company are located in the P.R.C. Geographic information about revenues and accounts receivable based on the location of the Company's customers is set out as follows:

	<i>Three months ended</i>		<i>Nine months ended</i>	
	<i>September 30,</i>		<i>September 30,</i>	
	<i>2012</i>	<i>2011</i>	<i>2012</i>	<i>2011</i>
	<i>(Unaudited)</i>	<i>(Unaudited)</i>	<i>(Unaudited)</i>	<i>(Unaudited)</i>
	\$	\$	\$	\$
<i>Net revenue</i>				
China(including Hong Kong)	15,898,377	12,055,254	43,490,979	45,348,053
Asia ,others	4,814,794	1,986,907	8,279,740	5,314,537
Europe	6,975,938	8,958,775	18,782,316	22,576,122
North America	3,830,007	5,048,498	10,846,247	11,357,548
South America	106,759	315	106,759	30,198
Africa	104,409	41,581	152,599	123,692
Others	137,762	-	189,871	-
	<u>31,868,046</u>	<u>28,091,330</u>	<u>81,848,511</u>	<u>84,750,150</u>

	<i>September 30,</i>	<i>December 31,</i>
	<i>2012</i>	<i>2011</i>
	<i>(Unaudited)</i>	
	\$	\$
<i>Accounts receivable</i>		
China(including Hong Kong)	14,392,770	14,359,354
Asia ,others	1,465,103	740,289
Europe	6,848,643	4,973,601
North America	1,215,445	1,036,100
South America	16,615	18,950
Africa	19,140	1,124
others	3,705	
	<u>23,961,421</u>	<u>21,129,418</u>

**23. Subsequent events**

The Company has evaluated subsequent events through the issuance of the consolidated financial statements and no subsequent event is identified.



## Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

The following discussion relates to the financial condition and results of operations of Highpower International, Inc. (the "Company") and its wholly-owned subsidiary Hong Kong Highpower Technology Company Limited (referred to herein as "HKHTC"); HKHTC's wholly-owned subsidiaries Shenzhen Highpower Technology Company Limited ("SZ Highpower"), Icon Energy System Company Limited ("ICON") and Highpower Energy Technology (Huizhou) Co. ("HZ Highpower"), which has not yet commenced operations; HKHTC's and SZ Highpower's jointly owned subsidiary, Springpower Technology (Shenzhen) Company Limited ("SZ Springpower"); SZ Highpower's 60%-owned subsidiary, Ganzhou Highpower Technology Company Limited ("GZ Highpower"); and SZ Highpower's wholly-owned subsidiary, Huizhou Highpower Technology Company Limited ("HZ HTC"), which commenced operations in August 2012.

### Forward-Looking Statements

This management's discussion and analysis of financial condition and results of operations should be read in conjunction with our unaudited consolidated financial statements and the related notes that are included in this Quarterly Report and the audited consolidated financial statements and related notes and "Management's Discussion and Analysis of Financial Condition and Results of Operations" contained in our Annual Report on Form 10-K for the year ended December 31, 2011 (the "Annual Report").

This Quarterly Report contains forward-looking statements that involve substantial risks and uncertainties. All statements other than historical facts contained in this report, including statements regarding our future financial position, results of operations, cash flows, business strategy and plans and objectives of management for future operations, are forward-looking statements. The words "anticipates," "believes," "expects," "plans," "intends," "seeks," "estimates," "projects," "predicts" "could," "should" "would" "will" "may," "might", and similar expressions, or the negative of such expressions, are intended to identify forward-looking statements. Such statements reflect our management's current views with respect to future events and financial performance and involve risks and uncertainties, including, without limitation, the current economic downturn adversely affecting demand for our products; fluctuations in the cost of raw materials; our dependence on, or inability to attract additional, major customers for a significant portion of our net sales; our ability to increase manufacturing capabilities to satisfy orders from new customers; changes in the laws of the P.R.C. that affect our operations; our ability to complete construction at our new manufacturing facility on time; our ability to control operating expenses and costs related to the construction of our new manufacturing facility; the devaluation of the U.S. Dollar relative to the Renminbi; our dependence on the growth in demand for portable electronic devices and the success of manufacturers of the end applications that use our battery products; our responsiveness to competitive market conditions; our ability to successfully manufacture lithium batteries in the time frame and amounts expected; the market acceptance of our lithium products; changes in foreign, political, social, business and economic conditions that affect our production capabilities or demand for our products; and various other matters, many of which are beyond our control. Actual results may vary materially and adversely from those anticipated, believed, estimated or otherwise indicated should one or more of these risks or uncertainties occur or if any of the risks or uncertainties described in elsewhere in this report or in the "Risk Factors" section of our Annual Report occur. Consequently, all of the forward-looking statements made in this filing are qualified by these cautionary statements and there can be no assurance of the actual results or developments.

### Overview

Highpower was incorporated in the state of Delaware on January 3, 2006 and originally organized as a "blank check" shell company to investigate and acquire a target company or business seeking the perceived advantages of being a publicly held corporation. On November 2, 2007, we closed a share exchange transaction, pursuant to which we (i) became the 100% parent of HKHTC and its wholly-owned subsidiary, SZ Highpower, (ii) assumed the operations of HKHTC and its subsidiary and (iii) changed our name from Highpower Technology, Inc. to Highpower International, Inc. on October 20, 2010.

HKHTC was incorporated in Hong Kong in 2003, under the Companies Ordinance of Hong Kong. HKHTC formed HZ Highpower and SZ Springpower in 2008. HZ Highpower has not yet commenced business operations as of August 9, 2012. On September 14, 2012, SZ Springpower increased its registered capital from \$1,000,000 to \$3,330,000, which increase of \$2,330,000 was invested by SZ Highpower. SZ Highpower now holds 69.97% of the outstanding equity interest of SZ Springpower, and HKHTC holds the remaining 30.03%. HKHTC formed another wholly-owned subsidiary, ICON, a company organized under the laws of the P.R.C., in February 2011, and it commenced operations in July 2011.

SZ Highpower was founded in 2001 in the P.R.C. SZ Highpower formed a subsidiary, GZ Highpower, which commenced business operations in September 2010. On February 8, 2012, GZ Highpower increased its registered capital from RMB2,000,000 (\$293,574) to RMB30,000,000 (\$4,762,586). SZ Highpower holds 60% of the equity interest of GZ Highpower and four other founding management members hold the remaining 40%. In March 8, 2012, SZ Highpower founded another wholly-owned subsidiary, HZ HTC, under the P.R.C. laws. HZ HTC engages in the manufacture of batteries.

Through SZ Highpower, we manufacture Nickel Metal Hydride (“Ni-MH”) batteries for both consumer and industrial applications. We have developed significant expertise in Ni-MH battery technology and large-scale manufacturing that enables us to improve the quality of our battery products, reduce costs, and keep pace with evolving industry standards. In 2008, we commenced manufacturing two lines of Lithium-Ion (“Li-ion”) and Lithium polymer rechargeable batteries through SZ Springpower for higher-end, high-performance applications, such as laptops, digital cameras and wireless communication products. Our automated machinery allows us to process key aspects of the manufacturing process to ensure high uniformity and precision, while leaving the non-key aspects of the manufacturing process to manual labor.

We employ a broad network of sales staff in China and Hong Kong, which target key customers by arranging in-person sales presentations and providing post-sale services. The sales staff works with our customers to better address customers’ needs.

In 2010, we began a new materials business in which we buy and resell certain raw materials related to our battery manufacturing operations. This new materials business generates revenue and income and helps us understand our raw material supply chain, control our raw material costs and ensure that we have a steady supply of raw materials for our battery manufacturing operations to reduce our reliance on external suppliers. We will gradually phase out our trading programs, and implement full-scale materials recycling operations after GZ Highpower completes the construction of its recycling plants.

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

The Securities and Exchange Commission (“SEC”) defines critical accounting policies as those that are, in management's view, most important to the portrayal of our financial condition and results of operations and those that require significant judgments and estimates.

The preparation of these consolidated financial statements requires our management to make estimates and assumptions that affect the reported amounts of assets, liabilities, revenues and expenses, as well as the disclosure of contingent assets and liabilities at the date of our financial statements. We base our estimates on historical experience, actuarial valuations and various other factors that we believe to be reasonable under the circumstances, the results of which form the basis for making judgments about the carrying value of assets and liabilities that are not readily apparent from other sources. Some of those judgments can be subjective and complex and, consequently, actual results may differ from these estimates under different assumptions or conditions. While for any given estimate or assumption made by our management there may be other estimates or assumptions that are reasonable, we believe that, given the current facts and circumstances, it is unlikely that applying any such other reasonable estimate or assumption would materially impact the financial statements. The accounting principles we utilized in preparing our consolidated financial statements conform in all material respects to U.S. GAAP.

*Use of Estimates.* The preparation of financial statements in conformity with U.S. GAAP requires the Company to make estimates and assumptions that affect the reported amounts of assets, liabilities, revenues and expenses, and related disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting periods. Significant items subject to such estimates and assumptions include revenues; the allowance for doubtful receivables; recoverability of the carrying amount of inventory; fair values of financial instruments; and the assessment of deferred tax assets or liabilities. These estimates are often based on complex judgments and assumptions that management believes to be reasonable but are inherently uncertain and unpredictable. Actual results could differ from these estimates.

**Accounts Receivable.** Accounts receivable are stated at original amount less allowance made for doubtful receivables, if any, based on a review of all outstanding amounts at the period end. An allowance is also made when there is objective evidence that we will not be able to collect all amounts due according to original terms of receivables. Bad debts are written off when identified. We extend unsecured credit to customers in the normal course of business and believe all accounts receivable in excess of the allowances for doubtful receivables to be fully collectible. We do not accrue interest on trade accounts receivable.

**Revenue Recognition.** We recognize revenue in accordance with ASC Topic 605. All of the following criteria must exist in order for the Company to recognize revenue: (1) persuasive evidence of an arrangement exists; (2) delivery has occurred or services have been rendered; (3) price to the buyer is fixed or determinable; and (4) collectability is reasonably assured.

We do not have arrangements for returns from customers and do not have any future obligations directly or indirectly related to product resale by the customer. We have no incentive programs.

**Inventories.** Inventories are stated at the lower of cost or market value. Costs are determined on a weighted-average method. Inventories include raw materials, packing materials, work-in-process, consumables and finished goods. The variable production overhead is allocated to each unit of production on the basis of the actual use of the production facilities. The allocation of fixed production overhead to the costs of conversion is based on the normal capacity of the production facilities. Where there is evidence that the utility of inventories, in their disposal in the ordinary course of business, will be less than cost, whether due to physical deterioration, obsolescence, changes in price levels, or other causes, the inventories are written down to their fair value for the difference with charges to cost of sales.

**Income Taxes.** The Company recognizes deferred assets and liabilities for the expected future tax consequences of events that have been included in the financial statements or tax returns. Under this method, deferred income taxes are recognized for the consequences in future years of differences between the tax bases of assets and liabilities and their financial reporting amounts at each period end based on enacted tax laws and statutory tax rates, applicable to the periods in which the differences are expected to affect taxable income. Valuation allowances are established, when necessary, to reduce deferred tax assets to the amount expected to be realized.

**Foreign Currency Translation and Transactions.** Highpower's functional currency is the United States dollar ("US\$"). HKHTC's functional currency is the Hong Kong dollar ("HK\$"). The functional currency of the Company's subsidiaries in the P.R.C. is the Renminbi ("RMB").

At the date a foreign currency transaction is recognized, each asset, liability, revenue, expense, gain, or loss arising from the transaction is measured initially in the functional currency of the recording entity by use of the exchange rate in effect at that date. The increase or decrease in expected functional currency cash flows upon settlement of a transaction resulting from a change in exchange rates between the functional currency and the currency in which the transaction is denominated is recognized as foreign currency transaction gain or loss that is included in determining net income for the period in which the exchange rate changes. At each balance sheet date, recorded balances that are denominated in a foreign currency are adjusted to reflect the current exchange rate.

The Company's reporting currency is US\$. Assets and liabilities of HKHTC and the P.R.C. subsidiaries are translated at the current exchange rate at the balance sheet dates, revenues and expenses are translated at the average exchange rates during the reporting periods, and equity accounts are translated at historical rates. Translation adjustments are reported in other comprehensive income.

## **Results of Operations**

### *Three Months Ended September 30, 2012 and 2011*

Net sales for the three months ended September 30, 2012 were \$31.9 million compared to \$28.1 million for the three months ended September 30, 2011, an increase of 13.4%. The net increase was primarily due to an increase of \$5.3 million in revenue from sales of our lithium batteries and an increase of \$1.7 million in revenue from sales of our Ni-MH batteries, which was partially offset by a decrease of \$3.2 million in revenue from our New Materials business. Revenue from sales of our lithium batteries and sales of our Ni-MH batteries increased 87.7% and 9.1%, respectively. The increase in revenues from our lithium batteries business was due to a 55.6% increase in the volume of batteries sold and a 20.6% increase in the average selling price resulting from our sale of higher quality and higher capacity battery products. The increase in revenues attributable to our Ni-MH batteries business was due to an 11.8% increase in the volume of Ni-MH battery units sold, which was partly offset a 2.5% decrease in the average selling price of Ni-MH battery units sold. In addition, revenues from our New Materials business dropped to \$641,239 for the three months ended September 30, 2012 from \$3.8 million for the three months ended September 30, 2011, a decrease of 83.2%. The decrease in revenues from our New Materials business was due to our strategic shift to implement a full scale battery and e-waste recycling business.

Cost of sales consists of the cost of direct materials, direct labor and overhead allocated. Costs of sales were \$24.3 million for the three months ended September 30, 2012, as compared to \$24.2 million for the same period in 2011. As a percentage of net sales, cost of sales decreased to 76.1% for the three months ended September 30, 2012 compared to 86.2% for the same period in 2011. This decrease was attributable to decreases of raw material prices, including a 26.0% decrease in the average price of nickel, from the comparable period in 2011.

Gross profit for the three months ended September 30, 2012 was \$7.6 million, or 23.9% of net sales, compared to \$3.9 million, or 13.8% of net sales, for the same period in 2011. Management considers gross profit margin a key performance indicator in managing our business. Gross profit margins are usually a factor of cost of sales, product mix and demand for product. This increase was attributable to decreases of raw material prices including a 26.0% decrease in the average price of nickel, from the comparable period in 2011. In addition, revenue from our New Materials business decreased to \$641,239 for the three months ended September 30, 2012 from \$3.8 million for the three months ended September 30, 2011, which business has lower gross profit margins than our other business operations.

To cope with pressure on our gross margins we intend to control production costs by entering into long term contracts to lock in the raw material prices at the appropriate timing. Additionally, we have reorganized the Company's production structure and have focused more attention on employee training to enhance efficiency. We also intend to expand our market share by investing in greater promotion of our products in regions such as the U.S. and Europe, and by expanding our sales team with more experienced international sales personnel. We have also begun production capacity expansion for our lithium batteries business to take advantage of the strong demand for such products globally.

Research and development expenses were approximately \$1.1 million, or 3.6% of net sales for the three months ended September 30, 2012, as compared to approximately \$823,735, or 2.9% of net sales for the comparable period in 2011, an increase of 39.3%. The increase was due to the expansion of our workforce to expand our research and development and management functions.

Selling and distribution expenses were \$1.4 million, or 4.5% of net sales, for the three months ended September 30, 2012 compared to \$1.5 million, or 5.3% of net sales, for the same period in 2011. The percentage decrease was mainly due to the implementation of measures to control our expenses.

General and administrative expenses were \$4.0 million, or 12.7% of net sales, for the three months ended September 30, 2012, compared to \$2.2 million, or 7.8% of net sales, for the same period in 2011. The primary reason for the increase was the \$784,735 increase in the provision for bad debt expenses over the three months ended September 30, 2012.

We experienced loss on the exchange rate difference between the U.S. Dollar and the RMB of approximately \$200,488 and \$186,879, respectively, for the three months ended September 30, 2012 and 2011. The difference on exchange rate loss was due to the appreciation of the RMB relative to the U.S. Dollar over the respective periods.

We experienced a gain on derivative instruments of approximately \$207,576 in the three months ended September 30, 2012, which included a gain of \$77,752 on settled currency forwards and a gain of \$129,824 on unsettled currency forwards, as compared to a gain of \$97,411 for the comparable period in 2011, which included a loss of \$22,779 on the forward contract of nickel, a gain of \$202,148 on settled currency forwards and a loss of \$81,958 on unsettled currency forwards.

Interest expense was approximately \$63,935 for the three months ended September 30, 2012, as compared to approximately \$105,115 of interest expense for the same period in 2011. The fluctuation was primarily due to a \$132,197 increase in interest expense related to increased bank borrowings, which is offset by a \$173,377 increase in capitalized interest expenses. The increase in capitalized interest expenses was due to an increase in payments for the construction of the Huizhou facilities. Further increases in borrowing rates would further increase our interest expense, which would have a negative effect on our results of operations.

Other income, which consists of bank interest income, government grants and sundry income, was approximately \$176,265 for the three months ended September 30, 2012, as compared to approximately \$239,831 for the three months ended September 30, 2011, a decrease of \$63,566. The slight decrease was due to a decrease in government grants.

During the three months ended September 30, 2012, we recorded a provision for income tax expense of \$526,947, as compared to income tax benefit of \$73,683 for the same period in 2011. The increase was due to the increased income before taxes during this period.

Net income attributable to the Company for the three months ended September 30, 2012 was \$644,362, compared to net loss attributable to the Company of \$630,510 for the same period in 2011.

#### *Nine Months Ended September 30, 2012 and 2011*

Net sales for the nine months ended September 30, 2012 were \$81.8 million compared to \$84.8 million for the nine months ended September 30, 2011, a decrease of 3.4%. The net decrease of \$3.0 million was primarily due to a \$15.1 million decrease in revenue from our New Materials business, which was partially offset by an increase of \$10.1 million in revenue from sales of our lithium batteries and an increase of \$2.0 million in revenue from sales of our Ni-MH batteries. Revenue from sales of our lithium batteries and sales of our Ni-MH batteries increased 64.2% and 3.9%, respectively. The increase in revenues attributable to our lithium batteries business is due to a 39.0% increase in the volume of batteries sold and a 18.1% increase in the average selling price resulting from our sale of higher quality and higher capacity battery products. The increase in revenues attributable to our Ni-MH batteries business is due to a 4.9% increase in the volume of Ni-MH battery units sold which was partly offset by a 0.9% decrease in the average selling price of Ni-MH battery units sold. In addition, revenues from our New Materials business dropped to \$1.4 million for the nine months ended September 30, 2012 from \$16.5 million for the nine months ended September 30, 2011, a decrease of 91.7%. The decrease in New Materials business was due to our strategic shift to implement a full scale battery and e-waste recycling business.

Cost of sales consists of the cost of direct materials, direct labor and overhead allocated. Costs of sales were \$64.6 million for the nine months ended September 30, 2012, as compared to \$72.1 million for the same period in 2011. As a percentage of net sales, cost of sales decreased to 78.9% for the nine months ended September 30, 2012 compared to 85.1% for the same period in 2011. This decrease was attributable to decreases of raw material prices including a 27.4% decrease in the average price of nickel, from the comparable period in 2011.

Gross profit for the nine months ended September 30, 2012 was \$17.3 million, or 21.1% of net sales, compared to \$12.6 million, or 14.9% net sales, for the same period in 2011. Management considers gross profit margin a key performance indicator in managing our business. Gross profit margins are usually a factor of cost of sales, product mix and demand for product. This increase was attributable to decreases of raw material prices including a 27.4% decrease in the average price of nickel from the comparable period in 2011. In addition, revenue from our New Materials business decreased to \$1.4 million for the nine months ended September 30, 2012 from \$16.5 million for the nine months ended September 30, 2011, which business has lower gross profit margins than our other business operations.

Research and development expenses were approximately \$3.3 million, or 4.0% of net sales, for the nine months ended September 30, 2012 as compared to approximately \$2.3 million, or 2.7% of net sales, for the comparable period in 2011, an increase of 41.8%. The increase was due to the expansion of our workforce to expand our research and development and management functions.

Selling and distribution expenses were \$3.9 million, or 4.8% of net sales, for the nine months ended September 30, 2012 compared to \$3.7 million, or 4.3% of net sales, for the same period in 2011. The percentage increase was mainly due to the expansion of our sales team with more experienced international sales personnel.

General and administrative expenses were \$8.3 million, or 10.2% of net sales, for the nine months ended September 30, 2012, compared to \$6.4 million, or 7.6% of net sales, for the same period in 2011. The primary reason for the increase was the \$1.0 million increase in the provision for bad debt expenses over the nine months ended September 30, 2012.

We experienced loss on the exchange rate difference between the U.S. Dollar and the RMB of approximately \$78,458 and \$657,581, respectively, in the nine months ended September 30, 2012 and 2011. The difference on exchange rate loss was due to the appreciation of the RMB relative to the U.S. Dollar over the respective periods.

We experienced a gain on derivative instruments of approximately \$240,532 in the nine months ended September 30, 2012, which included a gain of \$141,987 on settled currency forwards and a gain of \$98,545 on unsettled currency forwards, as compared to a loss of \$136,786 for the comparable period in 2011, which included a loss of \$717,383 on the forward contract of nickel, a gain of \$368,699 on settled currency forwards and a gain of \$211,898 on unsettled currency forwards.

Interest expense was approximately \$377,376 for the nine months ended September 30, 2012, as compared to approximately \$365,257 of interest expense for the same period in 2011. The fluctuation was due to a \$310,460 increase in interest expense related to increased bank borrowings, which was partially offset by a \$298,341 increase in capitalized interest expenses. The increase in capitalized interest expenses was due to an increase in payments for the construction of the Huizhou facilities. Further increases in borrowing rates would further increase our interest expense, which would have a negative effect on our results of operations.

Other income, which consists of bank interest income, government grants and sundry income, was approximately \$404,483 for the nine months ended September 30, 2012, as compared to approximately \$458,086 for the nine months ended September 30, 2011, a decrease of \$53,603. The decrease was due to an decrease in government grants.

During the nine months ended September 30, 2012, we recorded a provision for income tax expense of \$943,213, as compared to income tax expense of \$69,095 for the same period in 2011. The increase was due to the income before taxes during this period.

Net income attributable to the Company for the nine months ended September 30, 2012 was \$1,151,261, compared to net loss attributable to the Company of \$596,767 for the same period in 2011.

### **Foreign Currency and Exchange Risk**

Though the reporting currency is the US\$, the Company maintains its financial records in the functional currency of Renminbi ("RMB"). Substantially all of our operations are conducted in the P.R.C. and we pay the majority of our expenses in RMB. Approximately 75% of our sales are made in U.S. Dollars. During the nine months ended September 30, 2012, the exchange rate of the RMB to the U.S. Dollar appreciated 1.5% from the level at the end of December 31, 2011. A future appreciation of the RMB against the U.S. Dollar would increase our costs when translated into U.S. Dollars and could adversely affect our margins unless we make sufficient offsetting sales. Conversion of RMB into foreign currencies is regulated by the People's Bank of China through a unified floating exchange rate system. Although the P.R.C. government has stated its intention to support the value of the RMB, there can be no assurance that such exchange rate will not continue to appreciate significantly against the U.S. Dollar. Exchange rate fluctuations may also affect the value, in U.S. Dollar terms, of our net assets. In addition, the RMB is not freely convertible into foreign currency and all foreign exchange transactions must take place through authorized institutions. Due to the volatility of the US Dollar to our functional currency, the Company put into place in 2008 a hedging program to attempt to protect it from significant changes to the U.S. Dollar which affects the value of its U.S. Dollar receivables and sales. As of September 30, 2012, the Company had a series of currency forwards totaling a notional amount \$30.5 million expiring from October 2012 to May 2013. The terms of these derivative contracts are generally for 24 months or less. Changes in the fair value of these derivative contracts are recorded in earnings to offset the impact of loss on derivative instruments. The net gains of \$240,532 attributable to these activities are included in "gain (loss) of derivative instruments" for the nine months ended September 30, 2012.

### **Liquidity and Capital Resources**

We had cash and cash equivalents of approximately \$5.5 million as of September 30, 2012, as compared to \$5.2 million as of December 31, 2011. Our funds are kept in financial institutions located in the P.R.C., which do not provide insurance for amounts on deposit. Moreover, we are subject to the regulations of the P.R.C. which restrict the transfer of cash from the P.R.C., except under certain specific circumstances. Accordingly, such funds may not be readily available to us to satisfy obligations incurred outside the P.R.C.

To provide liquidity and flexibility in funding our operations, we borrow amounts under bank facilities and other external sources of financing. As of September 30, 2012, we had in place general banking facilities with nine financial institutions aggregating \$53.9 million. The maturity of these facilities is generally less than five years. The facilities are subject to regular review and approval. Certain of these banking facilities are guaranteed by our Chief Executive Officer, Mr. Dang Yu Pan, and our subsidiaries, and contain customary affirmative and negative covenants for secured credit facilities of this type. However, these covenants do not have any impact on our ability to undertake additional debt or equity financing. Interest rates are generally based on the banks' reference lending rates. No significant commitment fees are required to be paid for the banking facilities. As of September 30, 2012, we had utilized approximately \$34.0 million under such general credit facilities and had available unused credit facilities of \$19.9 million.

For the nine months ended September 30, 2012, net cash provided by operating activities was approximately \$2.0 million, as compared to net cash used in operating activities of \$1.1 million for the comparable period in 2011. The net cash increase of \$3.1 million provided by operating activities is primarily attributable to, among other items, an increase of \$1.9 million in cash inflow from accounts payable, an increase of \$5.3 million in cash inflow from prepayments, an increase of \$1.5 million in cash inflow from income taxes payable, an increase of \$1.6 million in cash inflow from net income, which was significantly offset by a decrease of approximately \$2.1 million in accounts receivable, a decrease of \$4.9 million in inventories. The cash inflow increases in accounts payable and prepayments were, to a great extent, attributable to our increasingly strict recovery policies. The cash outflow increase in inventories was mainly due to an increase in our purchases of raw materials. The cash outflow increase in accounts receivable was due to extending payment terms from 69 days to 74 days.

Net cash used in investing activities was \$11.0 million for the nine months ended September 30, 2012 compared to \$5.0 million for the comparable period in 2011. The net increase of \$6.0 million cash used in investing activities was primarily attributable to an increase in the acquisition of plant and equipment for the new factory under construction in Huizhou, which was operational in August 2012. We are equipping the factory with new machines with more advanced manufacturing capabilities. In addition, we acquired 58,669 square meters pursuant to a land use right worth of \$1,323,559 in Ganzhou, Jiangxi province, China in February 2012.

Net cash provided by financing activities was \$8.8 million during the nine months ended September 30, 2012, as compared to net cash provided by financing activities of \$5.7 million for the nine months ended September 30, 2011. The net increase of \$3.1 million cash provided by financing activities was primarily attributable to an increase of \$7.9 million in proceeds from long-term bank loans, a decrease of \$3.5 million in repayment of short-term bank loans, an increase of \$947,987 in proceeds from non-controlling interest, an increase of \$8.9 million in proceeds from notes payable, which was partly offset by a decrease of \$2.8 million in proceeds from short-term bank loans, an increase of \$10.5 million in repayment of notes payable, an increase of \$1.5 million in repayment of letter of credit, a decrease of \$3.0 million in proceeds from letters of credit and a decrease of \$263,335 in restricted cash. The increase was mainly due to an increase in our long-term loan to fund the new factory located in Huizhou. We also utilize notes payable to meet our working capital needs. The increase in restricted cash was caused by the increase in proceeds from notes payable and foreign currency loans.

For the nine months ended September 30, 2012 and 2011, our inventory turnover was 4.2 times and 5.5 times, respectively. The average days outstanding of our accounts receivable at September 30, 2012 was 74 days, as compared to 69 days at September 30, 2011. Inventory turnover and average days outstanding are key operating measures that management relies on to monitor our business. In the next 12 months, we expect to expand our research, development and manufacturing of lithium-based batteries and anticipate additional capital expenditures.

We are required to contribute a portion of our employees' total salaries to the Chinese government's social insurance funds, including medical insurance, unemployment insurance and job injuries insurance, and a housing assistance fund, in accordance with relevant regulations. Total contributions to the funds were approximately \$277,448 and \$159,758 for the three months ended September 30, 2012 and 2011, respectively and \$784,845 and \$562,074 for the nine months ended September 30, 2012 and 2011, respectively. We expect the amount of our contribution to the government's social insurance funds to increase in the future as we expand our workforce and operations.

Based upon our present plans, we believe that cash on hand, cash flow from operations and funds available under our bank facilities will be sufficient to meet our capital needs for the next 12 months. However, our ability to maintain sufficient liquidity depends partially on our ability to achieve anticipated levels of revenue, while continuing to control costs. If we did not have sufficient available cash, we would have to seek additional debt or equity financing through other external sources, which may not be available on acceptable terms, or at all. Failure to maintain financing arrangements on acceptable terms would have a material adverse effect on our business, results of operations and financial condition.

The use of working capital is primarily for the maintenance of our accounts receivable and inventory. We provide our major customers with payment terms ranging from 30 to 75 days. Additionally, our production lead time is approximately 30 to 40 days, from the inspection of incoming materials, to production, testing and packaging. We need to keep a large supply of raw materials, work-in-process and finished goods inventory on hand to ensure timely delivery of our products to customers. We use two methods to support our working capital needs: (i) paying our suppliers under payment terms ranging from 30 to 60 days; and (ii) using short-term bank loans. Upon receiving payment for our accounts receivable, we pay our short-term loans. Our working capital management practices are designed to ensure that we maintain sufficient working capital.

### **Recent Accounting Pronouncements**

In July 2012, the FASB issued ASU 2012-02, "Intangibles-Goodwill and Other (Topic 350): Testing Indefinite-Lived Intangible Assets for Impairment." This ASU simplifies how entities test indefinite-lived intangible assets for impairment, which improves consistency in impairment testing requirements among long-lived asset categories. These amended standards permit an assessment of qualitative factors to determine whether it is more likely than not that the fair value of an indefinite-lived intangible asset is less than its carrying value. For assets in which this assessment concludes it is more likely than not that the fair value is more than its carrying value, these amended standards eliminate the requirement to perform quantitative impairment testing as outlined in the previously issued standards. The guidance is effective for annual and interim impairment tests performed for fiscal years beginning after September 15, 2012, early adoption is permitted. The Company has adopted this ASU beginning with its Quarterly Report on Form 10-Q for the three months ended September 30, 2012. There is no material impact on the consolidated financial statements upon adoption.

Other than the ASU above, in the period ended November 9, 2012, the FASB has issued ASU No. 2012-01 through ASU 2011-02, which is not expected to have a material impact on the consolidated financial statements upon adoption.

### **Item 3. Quantitative and Qualitative Disclosures about Market Risk**

Not required for a smaller reporting company.

### **Item 4. Controls and Procedures**

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

We maintain "disclosure controls and procedures", which are designed to ensure that information required to be disclosed in the reports we file or submit under the Securities Exchange Act of 1934, as amended, is recorded, processed, summarized and reported within the time periods specified in the Securities and Exchange Commission's rules and forms, and that such information is accumulated and communicated to our management, including our Chief Executive Officer, or CEO, and Chief Financial Officer, or CFO, as appropriate to allow timely decisions regarding required disclosure.

Based on an evaluation carried out as of the end of the period covered by this quarterly report, under the supervision and with the participation of our management, including our CEO and CFO, who have concluded that, our disclosure controls and procedures (as defined in Rule 13a-15(e) under the Securities Exchange Act of 1934) were effective as of September 30, 2012.



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

Based on the evaluation of our management as required by paragraph (d) of Rule 13a-15 of the Exchange Act, there were no changes in our internal control over financial reporting that occurred during our quarter ended September 30, 2012 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

## **Part II. Other Information**

### **Item 1. Legal Proceedings**

On August 20, 2007, a lawsuit was filed against SZ Highpower and various other defendants by Energizer, S.A. in the United States District Court for the Southern District of New York. The lawsuit arose out of a fire that occurred on a cargo vessel carrying batteries sold to Energizer by SZ Highpower that resulted in damages to various third parties. Energizer alleged that it was entitled to indemnification from SZ Highpower for any damages or losses that it became liable to pay to third parties as a result of the fire. Energizer sought indemnity and/or contribution from SZ Highpower for such sums, together with expenses, including attorneys' fees and costs.

The parties to the suit participated in third party mediation to resolve the claims alleged in the suit. On June 25, 2012, the parties reached a settlement and SZ Highpower paid \$1,500,000 to Energizer, which was in addition to the other amounts paid by from the other defendants. As a result of the settlement, Energizer withdrew the lawsuit. SZ Highpower is not subject to any further liabilities to Energizer with respect to the facts alleged in the lawsuit. Energizer continues to be one of our customers.

### **Item 2. Unregistered Sale of Equity Securities and Use of Proceeds**

None.

### **Item 3. Default Upon Senior Securities**

None.

### **Item 4. Mine Safety Disclosures**

Not applicable.

### **Item 5. Other Information**

#### *Loan Contract Between SZ Highpower and China Everbright Bank Shenzhen Longhua Sub-branch*

On August 1, 2012, SZ Highpower entered into a credit contract revolving line of credit in the amount of RMB50,000,000 (US\$8.0 million) with China Everbright Bank Shenzhen Longhua Sub-branch which expires on July 31, 2013.. The Comprehensive Credit Line is guaranteed by our Chief Executive Officer, Mr. Dang Yu Pan. The parties will execute a specific contract for each drawdown of the line of credit which agreements will contain the interest rate, exchange rate, fee rate and other fees to be charged by the bank.

During the term of the line of credit, SZ Highpower must (1) submit true financial statements to the bank and (2) truthfully provide major bank account, deposit and loan balances and other relevant information of its operating conditions. During term of the line of credit, SZ Highpower must promptly report to the bank any transaction involving more than 10% of net assets. During the term of the line of credit, SZ Highpower must provide advance notice to the bank prior to providing a guarantee for third party, which guarantee may not affect SZ Highpower's ability to pay off debt incurred under the line of credit. In the event of SZ Highpower's breach of the agreement, including any breach of any specific contract, the bank may cancel the agreement and declare all amounts due under the line of credit immediately due and payable. SZ Highpower is responsible for payment for any damages incurred by the bank related to its breach of the agreement.

*Loan Agreement between HKHTC and Shanghai Commercial & Savings Bank Ltd., Hong Kong branch*

On August 2, 2012, HKHTC entered into an agreement for a revolving short-term secured loan facility in the amount of \$4,000,000 with Shanghai Commercial & Savings Bank Ltd., Hong Kong branch, which expires on June 7, 2013. The interest rate to be charged on loaned funds is 2% per annum above the 6-month LIBOR or at a rate not to be less than the bank's cost of funds. Interest is payable monthly commencing one month after the drawdown date or at the due date, whichever is earlier. The bank may, at any time in its absolute discretion, cancel or withdraw the facility and/or to demand immediate repayment or payment, as the case may be, of all amounts outstanding under the facility, whereupon the facility shall be cancelled or withdrawn. The bank may declare all amounts due pursuant to the facility upon the following events of default: (1) HKHTC fails to pay any amounts payable under the facility on its due date; (2) HKHTC fails to perform any of its obligations under the agreement; (3) HKHTC's bankruptcy; (4) any representation or warranty of HKHTC in the agreement proves to have been untrue or inaccurate in any material respect; (5) the occurrence of any situation which in the bank's opinion may materially and adversely affect HKHTC's ability to perform its obligations under the agreement; or (6) any shareholder (being a company) commits an act to go into voluntary liquidation or reconstruction or amalgamation.

*Loan Agreement between SZ Highpower and Industrial and Commercial Bank of China Ltd, Shenzhen Henggang Branch*

On September 12, 2012, SZ Highpower entered into a loan agreement with Industrial and Commercial Bank of China Ltd, Shenzhen Henggang Branch providing for a line of credit of up to RMB20,000,000 (US\$ 3,181,775). SZ Highpower may withdraw the loan, from time to time as needed, but must make a drawdown on or prior to September 5, 2013, after which time the bank may cancel all or part of the facility. All drawdowns must be made on or prior to September 5, 2013. The term of the loan will be 12 months from the date of the first drawdown. The interest rate charged on the loan is variable up to a maximum of 15%. The loan agreement prohibits, prior to the repayment of all amounts due under the loan agreement, SZ Highpower's payment of dividends. SZ Highpower must obtain the prior written consent of the bank for certain transactions, including mergers, divestitures, reductions of capital, changes in ownership, transfers of a significant amount of assets or liabilities, an increase in debt financing or other actions that may adversely affect the bank's rights under the agreement. The loan is guaranteed by SZ Springpower, HKHTC and our chief executive officer, Dang Yu Pan.

Upon the occurrence of an event of default, the bank may (1) require SZ Highpower to remedy such default within a specified time period; (2) cancel or terminate other financing arrangements with SZ Highpower; (3) declare all amounts outstanding under the agreement immediately due and payable; (4) require SZ Highpower to compensate the bank for damages it incurs as a result of the event of default; or (5) other measures permitted under applicable law or other necessary measures. Event of default include: (1) SZ Highpower fails to timely pay any amounts due under the agreement or to perform its obligations under the agreement; (2) there is a change in guarantees provided in the loan that adversely affect the bank's ability to collect from the guarantors and SZ Highpower is unable to provide alternate guarantors acceptable to the bank; (3) SZ Highpower's failure to pay off any of its other debts or comply with its other obligations in the agreement which is likely to affect SZ Highpower's performance of its obligations under the agreement; (4) a deterioration in the financial performance, profitability, debt repayment ability, operating capacity or cash flow of SZ Highpower that may affect its ability to comply with the obligations under the agreement; (5) a material adverse change in SZ Highpower's ownership structure or operations that are likely to affect its ability to comply with its obligations under the agreement; (6) SZ Highpower's involvement in significant litigation, proceedings or investigations that are likely to affect its ability to comply with its obligations under the agreement; (7) a change in SZ Highpower's principal investors or key officers that is likely to affect its ability to comply with its obligations under the agreement; (8) SZ Highpower's use of false contracts with related parties or evasion of the bank's rights pursuant to the agreement loan through related parties; (9) SZ Highpower's bankruptcy, dissolution, liquidation, reorganization or cessation of business operations or the revocation of SZ Highpower's business license; (10) SZ Highpower's breach of food safety, production safety, environmental protection and other environmental and social risk management related laws and regulations, regulatory requirements or industry standards, that are likely to affect its ability to comply with its obligations under the agreement; (11) SZ Highpower's credit rating, profitability, asset-liability ratio, net cash flow of operations or other indicators do not meet the credit conditions of the bank; (12) SZ Highpower, without the bank's written contract, pledges, guarantees or provides assurance guarantees to other parties, likely to affect its ability to comply with its obligations under the agreement; or (13) any other adverse situation which may affect in the bank's ability to be repaid under the agreement.

## Item 6. Exhibits

(a) Exhibits

<b>Exhibit Number</b>	<b>Description of Document</b>
10.1	Bank loan contract dated August 1, 2012 by and between Shenzhen Highpower Technology Company Limited and China Everbright Bank Shenzhen Longhua Sub-branch (translated to English)
10.1(a)	Guaranty contract dated August 1, 2012 by and between Pan Dangyu and China Everbright Bank Shenzhen Longhua Sub-branch (translated to English)
10.2	Bank Loan contract dated August 2, 2012 by and between Hong Kong Highpower Technology Company Limited and Shanghai Commercial & Savings Bank Ltd, Hong Kong branch
10.3	Working Capital Loan Contract dated September 10, 2012 by and between Shenzhen Highpower Technology Company Limited and Industrial and Commercial Bank of China Ltd, Shenzhen Henggang Branch (translated to English)
10.3(a)	Form of Guaranty Contract dated July 26, 2012 by and between Industrial and Commercial Bank of China Ltd, Shenzhen Henggang Branch, and the persons indicated in Schedule A attached to the Form of Agreement (translated to English)
21.1	List of Subsidiaries.
31.1	Certification of Chief Executive Officer Pursuant to Item 601(b)(31) of Regulation S-K, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2	Certification of Chief Financial Officer Pursuant to Item 601(b)(31) of Regulation S-K, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32.1	Certification of the Chief Executive Officer and Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.

101.INS \* XBRL Instance Document

101.SCH \* XBRL Taxonomy Extension Schema Document

101.CAL \* XBRL Taxonomy Extension Calculation Linkbase Document

101.DEF \* XBRL Taxonomy Extension Definition Linkbase Document

101.LAB \* XBRL Taxonomy Extension Label Linkbase Document

101.PRE \* XBRL Taxonomy Extension Presentation Linkbase Document

\* This exhibit shall not be deemed “filed” for purposes of Section 18 of the Securities Exchange Act of 1934 or otherwise subject to the liabilities of that section, nor shall it be deemed incorporated by reference in any filing under the Securities Act of 1933 or the Securities Exchange Act of 1934, whether made before or after the date hereof and irrespective of any general incorporation language in any filings.

**HIGHPOWER INTERNATIONAL, INC.**

**SIGNATURES**

Pursuant to the requirements 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.

**Highpower International, Inc.**

Dated: November 12, 2012

By:           /s/ Dang Yu Pan            
                Dang Yu Pan            
Its: Chairman of the Board and Chief Executive Officer (principal  
      executive officer)

By:           /s/ Henry Sun            
                Henry Sun            
Its: Chief Financial Officer (principal financial and accounting  
      officer)

Comprehensive Credit Contract

Party A: SHENZHEN HIGHPOWER TECHNOLOGY CO., LTD.  
Add: Luoshan Industrial Zone, Pinghu, Shenzhen, Guangdong, China  
Legal Representative: Pan Dangyu  
Tel: 0755-89686236  
Fax: 0755-89686819

Party B: China Everbright Bank Shenzhen Longhua Sub-branch  
Add: First floor, No.3, 4 building, yinquan garden, people south road, Longhua, Baoan  
Tel: 0755-81483044  
Fax: 0755-28138641

In accordance with the relevant laws and regulations, such as "Republic of China on Commercial Banks" and "Interim Measures of commercial banks authorize and credit", Party A and Party B make the agreement after the equal consultations, and both of them are willing to follow all terms of the contract.

Part 1 Definitions and interpretation

1. Except as otherwise explained in the context, the following terms of this agreement are defined as below:

Comprehensive credit: Party B shall provide one or several conditional commitments by credit support to Party A.

Specific business: According to comprehensive credit, Party B shall provide the loans, bank acceptances, trade finance and other specific credit business to Party A.

The maximum credit limits: According to comprehensive credit, the highest balance of debt principal by using the specific businesses, Party A can apply to Party B within the validity period of the comprehensive credit agreement.

Specific line of credit: According to the maximum credit limits, the highest balance of debt principal by using one specific business Party A can apply to Party B within the validity period of the comprehensive credit agreement.

Used line of credit: According to specific line of credit, the sum of debt principal by using one specific outstanding business Party A applied within the validity period of the comprehensive credit agreement.

Specific business contract: The contract signed by Party A and Party B about the specific using of the business and Line of credit.

Part 2 The maximum credit limits and Specific line of credit

2. The maximum credit limits under this contract (Currency exchange rates convert according to the actual foreign exchange rate):  
RMB50,000,000

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3. According to the maximum credit limits, the specific line of credit is:  
Bank acceptances: the specific line of credit RMB50,000,000

#### Part 3 The period of credit

4. The period of the maximum credit limits: from August 1st 2012 to July 31st 2013.

The period of the specific business is determined by the specific contract, but the start date of the specific business must not exceed the effective use of the deadline of the maximum credit limits.

#### Part 4 Usage of the Maximum Credit Limits and Specific Line of Credit

5. According to the maximum credit limits, Party A can apply to use the specific line of credit once or several times during the period of credit. Party B determines the scope, amount and period of specific business by the credit situation of Party A based on the credit policy of Party B.
6. Provisions of revolving usage: During the period of the maximum credit limits, Party A can revolve the line of credit. The debt of one specific business is paid off, the same kind of new specific business can be used except that Party B prohibited revolving.
7. Party A and Party B should sign specific contract for specific business. If the specific business contract is inconsistent with this agreement, it should be subject to specific business contract.

#### Part 5 The Fees

8. According to each specific business contract, Party A and Party B should conform to the interest rate, exchange rate, fee rate and other fees charged by Party B in the specific contract.

#### Part 6 Adjustment of the Maximum Credit Limits and Specific Line of Credit

9. Party B has the right to adjust the maximum credit limits and specific line of credit and the period or end the line of credit when one of the following things happens:
- (1) Country's monetary policy has major adjustment;
  - (2) The region of Party A is suffering or will suffer financial risks;
  - (3) The market related to Party A has great change;
  - (4) Party A is suffering or will suffer operating difficulty or risk;
  - (5) Party A appears merger, termination or other major institutional change;
  - (6) Party A has not used credit fund for the required purposes;
  - (7) Party A has such acts as transfer of property, withdrawal of funds or avoiding debt;
  - (8) Party A has the act of violation of commitments under this Agreement;
  - (9) Guarantor of this Agreement suffers the serious shortage of funds or operating difficulties, which has seriously affected the security capabilities;
  - (10) Collateral for the guarantee damages, endangering the Party B's debt security;
  - (11) There occurs everything, according to Party B's opinion, which decreases the solvency of Party A or damages the interests of Party B.
-

10. After signing the contract, Party A can apply to adjust specific line of credit in writing. After the written consent of Party B, the contract can be adjusted, and not subject to the constraints. The written application and written consent are considered to the modification of the part 3, which has the same power of the contract.

#### Part 7 Guarantee

11. In order to ensure that claims under this agreement are satisfied, take the following guaranty methods:

The guarantor Pan Dangyu signed "Guaranty Contract of Maximum Amount", which number is "GB78191206004" with Party B.

12. In spite of agreed guaranty method, when both parties are involved in specific business, if Party B deems necessary, Party B also has the right to require other guarantees from Party A. Party A can not refuse the requirement because of agreed guarantee in this part.

#### Part 8 Commitment of Party B

13. Party A applies to use the specific credit in accordance with the agreement, Party B should examine and notice the result to Party A in time.

14. Except as otherwise provided in this Agreement, Party B can not adjust the contract which may lead adverse effects to Party A.

#### Part 9 Commitment of Party A

15. Party A should pay off the debt and fees on time according to the specific business credit.

16. The using of fund under the specific contract should follow the provisions of the law and the agreement, and accept Party B's examination at any time.

17. During the period of credit, Party A should submit to Party B true financial statements, truthfully provide major domestic bank, bank account, deposit and loan balance and other relevant information of the operating conditions.

18. If Party A is considered as a Group Account according to the "Commercial Bank Group guidelines for customer credit risk management business", or other relevant laws and regulations. During the credit period, Party A shall promptly report to Party B about more than 10% of net assets associated with the transaction, including but not limited to:

- (1) the parties to the transaction of the association;
  - (2) the nature of projects and transactions the transaction;
  - (3) the amount of the transaction or the corresponding ratio;
  - (4) pricing policies (including no amount or only nominal amounts of transactions);
  - (5) requirements of laws, regulations or other circumstances required by Party B.
-

19. During the period of credit, Party A should notice Party B in advance when providing guarantee for third party, which can not affect the ability to pay off debt.

20. During the period of credit, Party A has the following obligation:

(1) If the legal representative or legal residence, place of business, or the registered capital of a major investment in equity change, Party A shall notice to Party B within 15 days from the date of change and provide the relevant information.

(2) During the credit period, Party A involves in significant litigation, arbitration or other judicial proceedings, administrative punishment procedures, or a significant change in operating conditions and financial condition, which may affect the realization of Party B's debt, Party A shall notify Party B immediately.

(3) During the credit period, any activities of assets reorganization (such as mergers, acquisitions, discrete), or changes of business, or activities changes the organization, operation mode, or dissolution, bankruptcy application, should notify Party B two months in advance, and should pay off all the debts of Party A or perform the debt responsibilities.

21. If Party A fails to the rule of any specific business contract, then it can be deemed to breach the agreement, and Party B has the right to end the agreement and require all outstanding claims.

Any damages to Party B caused by Party A's breach of contract, Party A should assume full obligations.

#### Part 10 Effect of Contract

22. This contract signed by both parties' the legal representative or agent or sealed and stamped comes into effect when the guarantee contract comes into effect. If there is not the guarantee contract, the agreement comes into effect when it signed by both parties' the legal representative or agent or sealed and stamped.

#### Part 11 Disputes and Resolution

23. If two parties have a dispute, amicable settlement is accepted firstly. Necessary action is needed if the consultation fails, either party may apply to the local court.

#### Part 12 Integrity of the Contract

24. Every specific business contract signed by Party A and Party B is the effective part of this agreement, which make up integrity agreement.

25. If Party A fails to perform the provisions of any specific business contract, then it can be deemed to breach the agreement, and Party B has the right to end the agreement and require all outstanding claims.

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26. Agreed by Party B, Party A can authorize all or part of the line of credit under this agreement to other units to use, and name of the unit is authorized to enter into with the relevant specific business contract signed with Party B, the specific content shall prevail by "credit line to use the power of attorney" issued by Party A and approved by Party B.

27. In the "line of credit using the power of attorney" or "buy-back guarantee amount to use the power of attorney", it is not necessary to clear the specific business of the specific line of credit under Article 3.

28. Party A in the " power of attorney for using line of credit " must clarify whether the authorized organization can be delegated or not.

29. Matters not covered in this Agreement, the parties maybe reach a written agreement as an annex to this Agreement which is the integral part of this agreement, and has the same legal effect.

#### Part 13 Supplementary Provisions

30. This agreement is in triplicate, Party A has one copy, Party B has two copies, which have the same legal effect.

31. This agreement is signed on August 1st 2012 in Shenzhen.

32. The two parties agreed to notarize the contract and promise to give the contract enforceability. When the party fails to perform, do not fully comply with any legal obligations, Party B has the right to direct the people's court having jurisdiction for enforcement. Party A makes no objection to the enforcement application under the agreement. (Not applicable)

33. If at any time, any provision of this contract in any way becomes illegitimate, invalid or unenforceable, the legality, validity or enforceability of the other provisions of this contract is not affected.

34. Under this agreement In the event of bank acceptance bill business, "bank acceptance agreement" signed by the China Everbright Bank, Shenzhen branch, the specific operations undertaken by the Branch Office, all the rights and obligations under "banker's acceptance agreement" borne by the Longhua Sub-Branch.

Party A (Stamp)

Signature of legal representative or deputy: /s/ [COMPANY SEAL]

Party B (Stamp)

Signature of legal representative or deputy: /s/ [COMPANY SEAL]

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Guaranty Contract of Maximum Amount  
(Natural person as guarantor)

Guarantor: Pan Dangyu

ID Number:

Business or residence address: Room 604, Floor 2, Building 34, Compound 463, Shougouling Road, Tianhe District, Guangzhou, China

Telephone: 0755-8968 6236

Tax: 0755-8968 6819

Creditors: China Everbright Bank Shenzhen Longhua Sub-branch (hereinafter referred to as "Party A")

Business or residence address: First floor, No.3, 4 building, yinquan garden, people south road, Longhua, Baoan

Zip code: 518131

Legal representative: Bian Jiang

Agent: Yang Xiaolin

Tel: 0755-81483044

Fax: 0755-28138641

Article 1 General principles

To ensure the performance of the "Comprehensive Credit Contract"(herein after referred to as "Comprehensive Credit Contract"), which contract number is "ZH78191206003", entered into by Shenzhen Highpower Technology Co., Ltd.( herein after referred to as "debtor") and creditor, guarantor agrees to provide maximum joint responsibility guarantee, to ensure debtor pay off the coming debt in the "Comprehensive Credit Contract".

After the audit of creditor, the creditor accepts the guarantee of guarantor. To ensure the rights and responsibilities between guarantor and creditor, both parties make the agreement based on equality and mutual interest, according to relevant laws and regulations.

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## Article 2 Definitions

1. Except as otherwise explained in the context, the following terms of this contract are defined as bellow:

Main contract: Comprehensive line of credit contract and specific credit business contract or agreement based on Comprehensive line of credit contract signed by the creditor and the debtor.

Specific credit business contract or agreement: specific credit business contract or agreement signed with the debtor, when creditor provides the off-balance sheet credit form of payment including local and foreign currency loans, trading finance, acceptance, letters of credit and guarantees (referred Specific credit business in general ), in accordance with Comprehensive line of credit contract.

## Article 3 The Secured Principal Debt

2. The secured principal debt guaranteed by guarantor is all the debt in the specific credit business contract or agreement signed by the creditor and debtor according to Comprehensive line of credit contract. The maximum amount of secured debt is RMB50,000,000.

If the following situations happen, the conformation of principal creditor's right:

- 1) Expiration of the period that the main contract agreed.
- 2) No new debt will happen again.
- 3) The creditor and debtor terminate the main contract or the creditor and the guarantor terminate this contract.
- 4) The debtor is declared bankrupt or is revoked, suspended, canceled or dismissed
- 5) Other situations determined by law claims.

## Article 4 Guaranty Method

3. Guarantees, provided by the guarantor, are the joint liability guarantee in this contract.

## Article 5 Scope of Credit

4. The scope of credit in this contract: creditor's principal, interest (including statutory interest, the agreed interest and penalty interest), compound interest, fees, liquidated damages, damage compensation, the cost for realizing creditor's right (including but not limited to litigation fees, attorney's fees, notary fees, execution fees) and other payments the debtor should pay to creditor in the main contract. (Above referred as secured debt).

5. The certificates that creditor using to indicate the secured debt or any payment in the main contract is ultimate evidence of both sides, bind to guarantor, unless there is obvious error in the certificates.

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#### Article 6 Guaranty Period

6. The guaranty period of each specific credit business under Comprehensive line of credit contract will be calculated separately, is two years after expiration date of the loan agreed in specific credit business contract or agreement. (If the loan expires in advance caused by the provisions of related laws or happening of contract event, the guaranty period of the Contract is two years after the advanced expiration date of the loan.)

#### Article 7 Files Submitted by Guarantor

7. Guarantor shall ensure that the creditor has received the following files submitted by the guarantor before the debtor uses the specific credit amount provided by creditor in the main contract:

- 1) The original contract signed by guarantor or an agent effectively;
- 2) Identity documents of guarantor;
- 3) Assets certificates and other documents that can prove guarantor's credit situation;
- 4) Other documents creditor requires reasonable.

If above documents are copies, then copies shall be signed by guarantor or authorized signatory for the truth, complete and effect.

#### Article 8 Guarantor's Statement and Guarantee

8. Guarantor makes the following statement and guarantee:

- 1) Guarantor is a natural person with full civil capacity, has complete qualification and right to enter into and perform this contract, and can assume civil responsibilities independently.
  - 2) Guarantor has read carefully and fully understand and accept the content of the main contract and this contract, guarantor enters into and performs this contract is in voluntary, and the meaning expressions in this contract is true.
  - 3) All documents guarantor provides to creditor are accurate, true, complete and effective, and the duplicate documents are consistent with original.
  - 4) Guarantor enters into and performs this contract does not violate any other contract or agreement which guarantor involved in or applicable to the laws and regulations. The guarantee in this contract will not have any limitation.
  - 5) To ensure the legitimacy, validity or enforceability of this contract, guarantor finished or will finish all required Registration, keep on record or notarization procedures.
-

- 6) This contract is legal and effective, has legally binding obligations to guarantor.
- 7) There is no litigation, arbitration or administrative procedure involved in guarantor that may has serious adverse effect to guarantor's financial situation or guarantor's ability to perform the obligations in this contract.
- 8) Guarantor does not accrue or have any outstanding events of default.
- 9) The above statement and guarantee of guarantor in the period of validity must be correct, and guarantor should provide further documents at any time according to creditor's requirements.

Article 9 Commitment of Guarantor

10. Before the debt that be secured is paid off, guarantor should comply with the following provisions:
    - 1) Guarantor should notice any following event immediately:
      - A. Any default event happens;
      - B. litigation, arbitration or administrative procedure involved in guarantor or major assets;
      - C. the situations that guarantor will lose or may lose the ability of performance the responsibilities, such as revenue of guarantor reduces obviously and greatly, loss of economic sources and etc.
      - D. Guarantor changes his/her residence address or contacts.
    - 2) In the valid period of this contract, as long as the secured debt is not paid off, otherwise has the written agreement of creditor, guarantor can't sell, transfer, break up or deal with his/her any major assets in other method.
    - 3) In the valid period of this contract, before the secured debt is paid off, guarantor will not has recovery or claim right to creditor for the amount guarantor pay for debtor or any other creditor's right debtor may have.
    - 4) If debtor not pay any due secured debt on time, guarantor should unconditionally pay the debt to creditor for debtor via the method creditor requires, in creditor's seven work days that guarantor receives the written payment notice of creditor.
    - 5) If guarantor does not pay any amount in this contract according to creditor's requirements on time, creditor has the right to deduct the amount from any account that guarantor opened at creditor or any branch in creditor's system without guarantor's consent.
-

- 6) Once creditor requires, guarantor will pay or compensate the following fees and losses according to requirements immediately:
- A. All cost and fees for fulfilling the right of creditor in this contract(include but not limit attorney fee, litigation fee, execution fee and all other actual fee); and
  - B. Any other losses caused by guarantor violating the agreements in this contract to creditor.

Article 10 Nature and Effectiveness of Guarantee

11. This guarantee in this contract is independent of any other guarantee obtained by creditor for secured guarantee. Creditor exercises the right in this contract does not need to execute any other guarantee first (Regardless of the guarantee is object or a natural person), and does not need to take any relief measures to debtor or any other third party first.

Article 11 Breach of Contract

12. Each of the following events deems guarantor breaches of contract in this contract.

- 1) Any breach of contract happens in the main contract.
- 2) Any statement, guarantee and commitment of guarantor in this contract are deemed as incorrect and untrue.
- 3) Any part of the main contract is no longer fully legal and effective for any reason, or terminated or restricted for any reason.
- 4) Material litigation, arbitration or administrative proceedings involved the guarantor or its major assets.
- 5) Guarantor violates other obligations in this contract or there is other events that creditor deems will serious adverse affect the right of creditor in this contract.

13. If above events happens, creditor has the right to take any one or more of the following measures:

- 1) Take any relief measures for breach of contract creditor has in the main contract and this contract.
  - 2) Request the guarantor assume the responsibility agreed in this contract.
  - 3) Exercise any other guarantee interests of creditor obtained by secured debts.
-

#### Article 12 Other provisions

14. Without the agreement of creditor, guarantor cannot transfer or disposition all or part of the obligations in this contract.
15. Any grace, preferential or delay Creditor gives to guarantor shall not affect, damage or limit creditor enjoy all rights in accordance with this contract and laws, regulations; and will not be deemed as creditor gives up the rights in this contract, and will not affect any obligations of guarantor in this contract.
16. If at any time, any provision in this contract at any aspect becomes illegal, invalid or unenforceable, will not affect the legitimacy, validity or enforceability of other provisions.
17. In this contract, guarantor should pay all amount of the secured debt, and cannot apply for any offset suggest and with no condition.
18. If the parties hereto send notices and requirements related to this contract to each other, the notices and requirements shall be made in writing and send to the address or fax listed in the first page of this contract. Either party changes its address or fax, shall promptly notify the other party.

Exchanges files between two parties, if delivered by hand, the delivery is deemed to be delivered; if send by registered mail, 3 days after registered is deemed to be delivered; if send by fax, the sending time is deemed to be delivered. But if guarantor sends files to creditor, the file is deemed to be delivered when creditor actually received.

#### Article 13 Applicable Laws and Dispute Resolution

19. Any event in this contract or involved in this contract is applicable to the lows of the People's Republic of China (excluding the lows of Hong Kong, Macao and Taiwan), and be explained by the laws of the People's Republic of China (excluding lows of Hong Kong, Macao and Taiwan).
20. Any disputes caused by or related to this contract, both parties should resolve through negotiation. If negotiation fails, any party can take a legal action at the court located in the creditor city.

#### Article 14 Effect, Change and Terminate of This Contract

21. This contract is in effect since guarantor or his/her authorized agent and creditor's legal representative/principal or its authorized agent both sign or stamp on this contract.
  22. Once this contract is in effect, neither party can unilaterally modify or premature terminate this contract. If the contract needs to be modified or terminated, the guarantor and creditor should be consensus, and reached agreement in writing. Before the agreement in writing is reached, all provisions of this contract remain valid.
-

Article 15 Attachment

23. Any other unmentioned provisions in this contract, should be reached in writing separately between guarantor and creditor. Attachment of this contract is an integral part of this contract, has the same legal effect as this contract.

Article 16 Appendix

24. This contract is in triplicate, guarantor has one copy, creditor has two copies, which have the same legal effect.

25. This contract is signed on August 1st 2012 in Shenzhen between guarantee and creditor.

26. Both parties agree to justice this contract and promised the contract enforcement effectiveness. If the debtor, guarantor doesn't perform or incomplete perform, or other situations creditor realizes the creditor's right and guaranty right agreed by laws and regulations and this contract, creditor has rights to apply for compulsory execution directly. The debtor, guarantor has no suggestion about the compulsory execution application. (This provisions is selectable, both parties is not applicable.)

(This is signature page, no context below)

Signature of guarantor or deputy: /s/ Dangyu Pan

Creditor (stamp):

Signature of creditor's legal representative or deputy: /s/ [COMPANY SEAL]

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THE SHANGHAI COMMERCIAL & SAVINGS BANK, LTD.  
HONG KONG BRANCH  
(INCORPORATED IN TAIWAN WITH LIMITED LIABILITY)

Private and Confidential

Our Reference: 6400101120030

31st July 2012

Hong Kong Highpower Technology Company Limited  
Unit 12, 15/F Technology Park,  
18 On Lai Street,  
Shek Mun, Shatin,  
N.T.

Dear Sirs,

**Re: Banking Facility up to a limit of USD4,000,000**  
**Borrower: Hong Kong Highpower Technology Company Limited**

We are pleased to offer the banking/credit facility(ies) as described in this letter (“**Facility Letter**”) to you subject to the provisions herein contained this Facility Letter and in the Appendix (“**Appendix**”) hereof. Please note that the Appendix forms an integral part of this Facility Letter, which is intended to set out all the terms and provisions of the said Facility.

1. **Bank**

The Shanghai Commercial & Savings Bank, Ltd., Hong Kong Branch, whose registered office is situated at 10/F, Peninsula Office Tower, 18 Middle Road, Tsim Sha Tsui, Kowloon, Hong Kong (including its successors and assigns) (the “**Bank**”).

2. **Borrower**

Hong Kong Highpower Technology Company Limited (Company No.: 851928) whose registered office is situated at Unit 12, 15/F Technology Park, 18 On Lai Street, Shek Mun Street, Shek Mun, Shatin, N.T. (the “**Borrower**”).

3. **Facility Type and Amount**

A Revolving Short-term Secured Loan Facility

Limit: US Dollars Four Million (USD4,000,000)

**Note:-**

**The Revolving Short-term Secured Loan Facility is to be granted against the Standby Letter of Credit issued by China CITIC Bank and acceptable to the Bank.**

Unless otherwise agreed by the Bank, the Borrower shall ensure that the total outstanding amount of the Facility shall not exceed the Facility Limit.

THE SHANGHAI COMMERCIAL & SAVINGS BANK, LTD.  
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The Facility Limit is subject to our customary periodic review, normally on an annual basis. In any event, the Bank may at any time modify or reduce the Facility Limit.

4. **Interest**

Interest is to be charged at 2% p.a. above 6-Month LIBOR or at a rate not to be less than our cost of funds.

Interest is payable monthly commencing one month after the drawdown date or at the due date, whichever is earlier.

The LIBOR is subject to change. The interest rate of the Facility shall be changed automatically and immediately upon the change of the LIBOR without any notice from the Bank to the Borrower.

5. **Facility Fee**

A facility fee of USD10,000 will be charged.

6. **Drawdown**

The Borrower shall give notice to the Bank no later than 2 business days before the day it requires drawdown. The notice of drawdown referred herein shall be in such form and content to be determined by the Bank in its absolute discretion.

7. **Repayment**

Subject to the Bank's overriding right of withdrawal and forthwith repayment on demand, all the outstanding liabilities under the Facility shall be repaid by 7th June 2013.

8. **Conditions Precedent**

The availability of the Facility is subject to and conditional upon due and complete fulfillment of all of the following conditions :-

- (a) delivery of certified true copies of the Certificate of Incorporation and Memorandum and Articles of Association (or equivalent constitutional documents) of the Borrower(s);
- (b) delivery of appropriate supporting board minutes and/or shareholders' resolutions in a form acceptable to the Bank;
- (c) the General Letter of Hypothecation; and
- (d) such other documents, items or evidence (all in a form acceptable to the Bank) as the Bank may require.

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9. **Nature and Term of the Facility**

Subject to the Bank's overriding right of withdrawal and forthwith repayment on demand, the term of the Facility shall be for a period up to 7th June 2013.

We must stress that notwithstanding anything contained in this Facility Letter, the Bank shall be entitled at any time in its absolute discretion to cancel or withdraw the Facility and/or to demand immediate repayment or payment (as the case may be) of all principal, interest, fees and other amounts outstanding under this Facility Letter (the "**Facility Liabilities**") (whereupon the Facility shall be so cancelled or withdrawn and/or the Facility Liabilities shall be immediately so payable).

The Facility is also subject to our customary periodic review, normally on an annual basis. In any event, the Bank may at any time cancel the outstanding commitment in respect of any undrawn portion of the Facility.

It should be noted that approval of advance to the Borrower under any of the Facility may in our sole and absolute discretion, be varied, withdrawn or suspended at any time before any such advance is in fact made notwithstanding any purported acceptance by the Borrower hereunder or the signing/execution of any Facility Letter and security documents by the Borrower in favour of us.

Please indicate your acceptance of the Facility by signing and returning the enclosed duplicate of this Facility Letter, which should be duly signed by you and the relevant party(ies) (if any) within 30 days hereof to evidence your understanding, failing which the offer in this Facility Letter will lapse (unless otherwise agreed by our Bank).

Yours faithfully,  
For and on behalf of  
The Shanghai Commercial & Savings  
Bank, Ltd., Hong Kong Branch

/s/ [ILLEGIBLE SIGNATURE]  
Authorized Signatures

We agree to accept the Facility and be bound by all the terms and conditions as the Borrower.

In addition, we hereby represent, declare and undertake to the Bank that the utilization of any of the Facility or use of proceeds drawn under this Facility Letter do not and will not conflict with any law or regulation applicable to us (including and without limitation those in force in the Mainland). The above representation and declaration to be made by us by reference to the facts then existing during the period where the Facility or any part thereof remains outstanding.

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/s/ Dangyu Pan

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Borrower : Hong Kong Highpower Technology Company Limited

Date:

Note: The Borrower should note that the Bank has during the credit approval process obtained and considered a credit report on the Borrower from the credit reference agency - Dun & Bradstreet (HK) Limited. In this regard, the Borrower may wish to contact the credit reference agency (Tel No. 2516 1100) directly for enquiry. The Bank may in future access the Borrower's data held with the credit reference agency for the purpose of reviewing the facility and such reviews are common and in the normal course of events take place one or more times each year.

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**APPENDIX**

**Definitions and Interpretation**

“**HIBOR**” means the annual rate of interest applicable for each interest period in respect of an advance determined conclusively, in the absence of manifest error, by the Bank to be the rate (rounded up, if necessary, to the nearest integral multiple 1/16 per cent.) at which Hong Kong dollar deposits in amounts comparable to the amount of the advance are offered by the Bank for that interest period to prime banks in the Hong Kong inter-bank market at or about 11:00 a.m. (Hong Kong time) on the first day of that interest period;

“**Hong Kong**” means the Hong Kong Special Administrative Region of the People’s Republic of China;

“**LIBOR**” means the annual rate of interest applicable for each interest period in respect of an advance determined conclusively, in the absence of manifest error, by the Bank to be the rate (rounded up, if necessary, to the nearest integral multiple 1/16 per cent.) at which United States dollar deposits in amounts comparable to the amount of the advance are offered by the Bank for that interest period to prime banks in the London inter-bank market at or about 11:00 a.m. (London time) on the first day of that interest period;

“**Prime Rate**” means Hong Kong dollar prime lending rate as announced, quoted or applied by the Bank from time to time and subject to fluctuation at its discretion;

**General Terms and Conditions**

1. **Interest Rate Calculation Basis**

1.1 Interest shall be computed on the basis of a 365 day year for Hong Kong dollar Facilities and 360 day year for Facilities in other currencies.

2. **Overdue Interest**

2.1 4% per annum over the interest rate as set out in paragraph 4 of the Facility Letter subject to changes at our discretion.

3. **Interest and Repayment on Overdraft facility (“O/D”)**

3.1 O/D is repayable on demand. Interest is to be accrued on a daily basis but payable monthly in arrears to the debit of the Borrower’s Current Account on the 21<sup>st</sup> day (or the next business day if it is a holiday) of each and every calendar month. Any O/D in excess of the agreed limit is subject to approval at our discretion. Interest on such excess amount is to be charged at such rate as the Bank may from time to time determine on a daily basis which is currently at Prime Rate plus 10% per annum.

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4. **Set-off**

4.1 In the event of default, the Bank have the right to set off any credit balance in other accounts held by the Borrower solely or jointly with other person(s) against the actual or contingent liabilities due to the Bank whether current or otherwise or subject to notice or not.

5. **Expenses**

5.1 Whether or not the legal documentation for the Facilities is executed as contemplated, all expenses, commissions, legal costs, fees, stamp duties, insurance premiums, property valuation fees, documentation costs, out-of-pocket expenses and any other expenses reasonably incurred in connection with the Facilities including, without limitation, the preparation, execution and/or enforcement of the relative security documents shall be for the Borrower's account and borne by the Borrower and shall be payable on demand.

6. **Forced Liquidation**

6.1 If the total outstanding amount under the Facility shall exceed [801% of the market value of the Collateral, the Borrower shall, on demand by the Bank, make partial prepayment of the Facility in the sum equal to the amount of the total outstanding amount under the Facility exceeding [801% of the market value of the Collateral to the extent that the remaining total outstanding amount under the Facility (after the aforesaid partial prepayment) shall not exceed [801% of the market value of the Collateral. The market value of the Collateral shall be determined by the Bank in its absolute discretion and the determination of the Bank on the market value of the Property shall be final and conclusive and be binding on the Borrower.

7. **Debt Collection Agencies**

7.1 When necessary and at the Bank's discretion, debt collection agencies may be appointed to recover any overdue amount due to the Bank by the Borrower. The Borrower are required to indemnify the Bank for the reasonable costs and expenses incurred in the debt recovery process.

8. **Availability Period of The Facility**

8.1 The Facility will be available for 3 months from the date of this Facility Letter unless further extension is agreed by the Bank in writing. After the expiration of the said 3 months period, the Facility shall automatically become lapsed and be terminated.

9. **Increased Costs**

9.1 If any change in, or in the interpretation of or compliance with, any law or regulation subjects the Bank to tax in respect of sums payable by the Borrower hereunder (other than tax on the Bank's overall net income), or increases the Bank's cost of making available or maintaining the Facility or reduces the amount of any payment receivable by the Bank hereunder, then the Borrower will pay the Bank on demand all amounts needed to compensate the Bank therefor.

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10. **Representations and Warranties**

10.1 The Borrower represents and warrants to the Bank that:

- (a) the Borrower has full capacity and legal right to enter into and engage in the transactions contemplated by this Facility Letter and this Facility Letter constitutes legal, valid and binding obligations of the Borrower in accordance with its terms;
- (b) neither the borrowing of the Facility nor the performance by the Borrower of its obligations hereunder will conflict with any obligation applicable to the Borrower or result in or oblige the Borrower to create any encumbrance on any of its property; and
- (c) there are no pending or, to the best of the knowledge and belief of the Borrower, threatened actions or proceedings before any court, arbitrator, administrative tribunal or governmental authority which might materially and adversely affect the business, assets or condition (financial or otherwise) or operations of the Borrower or its ability to perform its obligations hereunder.

11. **Events of Default**

11.1 The Bank may by written notice to the Borrower declare the amount of the Facility outstanding, accrued interest thereon and all other sums payable hereunder to be, whereupon the same shall become, immediately due and payable if any of the following events of default occurs :-

- (a) the Borrower fails to pay any sum payable hereunder on the due date;
- (b) the Borrower fails to perform any other of its obligations hereunder and, in respect only of a failure which is in the Bank's opinion capable of remedy, does not remedy such failure within seven (7) days after receipt of written notice from the Bank requiring it to do so;
- (c) any representation or warranty made by the Borrower in this Facility Letter is or proves to have been untrue or inaccurate in any material respect;
- (d) the Borrower (being individual) dies or commits an act of bankruptcy;
- (e) if any Shareholder (being a company) commits an act to go into voluntary liquidation or reconstruction or amalgamation; and
- (f) any situation occurs which in the opinion of the Bank may materially and adversely affect the ability of the Borrower to perform its obligations under this Facility Letter.

12. **Indemnity**

12.1 The Borrower shall indemnify the Bank against all losses, liabilities, damages and expenses which the Bank may sustain or incur as a consequence of any event of default hereunder or any default by the Borrower in the performance of its obligations hereunder.

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HONG KONG BRANCH  
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- 12.2 The Bank is entitled to employ, engage and appoint lawyers, debt collection agents or third party service providers to demand, request, recover and collect any money from time to time due and outstanding from the Borrower to the Bank under this Facility Letter and/or incurred as a consequence of any default by the Borrower in the performance of its obligations hereunder. The Borrower hereby agrees to pay and indemnify the Bank on full indemnity basis all the costs, expenses, charges, fees, commissions and service charges incurred by or charged against the Bank in relation to the employment, engagement and appointment of such lawyers, debt collection agents or third party service providers. The Borrower's attention is specifically drawn to the provisions of this Clause which may involve the Borrower in incurring additional costs and expenses.
13. **Payments**
- 13.1 The Borrower shall make all payments under this Facility Letter in immediately available funds by [\*] a.m. (Hong Kong time) on the due day by such method as the Bank and the Borrower may agree.
14. **Assignment**
- 14.1 The Bank is entitled to assign or transfer all or any of its rights or transfer any of its obligations hereunder without the consent of the Borrower. The Borrower shall not assign any of its rights or transfer any of its obligations hereunder.
15. **Notices**
- 15.1 Any notice or demand given or made in connection with this Facility Letter shall be sent to the Bank or the Borrower, as the case may be, at its address given above or such other address as the relevant party may from time to time notify to the other. Notices shall be in writing and made by letter, telex or facsimile.
16. **Policy on Personal Data**
- 16.1 The policies and practices of the Bank in relation to personal data and the Personal Data (Privacy) Ordinance (Chapter 486, Laws of Hong Kong) are set out in the Circular to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance attached to this Facility Letter. The said policies and practices form an integral part of this Facility Letter and shall be deemed incorporated into this Facility Letter accordingly.
17. **Miscellaneous Provisions**
- 17.1 Where there is any conflict between the provisions in this Facility Letter and the other terms and conditions previously delivered to the Borrower by the Bank, the provisions herein shall prevail.
- 17.2 Section 83 of the Banking Ordinance (Chapter 155, Laws of Hong Kong, the "**Ordinance**") has imposed on the Bank as a bank certain limitations on advances to persons or companies related to the Bank's directors or employees. In acknowledging this Facility Letter the Borrower should advise the Bank whether the Borrower is in any way related to any of the Bank's directors or employees within the meaning of the Ordinance and in the absence of such advice the Bank will assume that the Borrower is not so related. The Borrower shall advise the Bank immediately in writing should it becomes so related subsequent to acknowledging this Facility Letter.



THE SHANGHAI COMMERCIAL & SAVINGS BANK, LTD.  
HONG KONG BRANCH  
(INCORPORATED IN TAIWAN WITH LIMITED LIABILITY)

- 17.3 Upon signing the duplicate of this Facility Letter, the Borrower consents to the Bank on providing to any guarantor or security provider in respect of any Facility or credit facilities extended to Borrower:
- (a) a copy of this Facility Letter evidencing the obligations to be guaranteed or secured or a summary thereof;
  - (b) a copy of any formal demand for overdue payment which is sent to the Borrower after it has failed to settle an overdue amount following a customary reminder; and
- from time to time on request by the guarantor or security provider, a copy of the latest statement of account provided to the Borrower.
- 17.4 If it becomes unlawful for the Bank to give effect to its obligations hereunder, it shall notify the Borrower in writing and the Borrower shall, within such period as may be permitted by the relevant law, repay the principal together with all interest accrued thereon to the date of repayment and other monies then payable hereunder.
- 17.5 If any provision herein becomes illegal, invalid or unenforceable then the remaining provisions of this Facility Letter shall not be affected or impaired thereby.
- 17.6 No failure or delay by the Bank in exercising any right, power or remedy hereunder shall operate as a waiver thereof. Rights, powers and remedies available under this Facility Letter do not exclude those provided by law.
18. **Language**
- 18.1 The Chinese version of the Facility Letter (including this Appendix) is for reference only and if there is any conflict between the English and Chinese versions, the English version shall prevail.
19. **Governing Law and Jurisdiction**
- 19.1 This Facility Letter and the Facility shall be governed by and construed in accordance with the laws of Hong Kong.
- 19.2 The parties hereto irrevocably submit to the non-exclusive jurisdiction of the courts of Hong Kong.

Working Capital Loan Contract  
(2012)

IMPORTANT NOTE: This contract is in equal and voluntary basis of the parties, all terms of the contract are both true meaning of them. To maintain the legitimate interests of the guarantor, the creditor specially remind the guarantor to pay attention on the bold terms in the contract.

Lender: Industrial and Commercial Bank of China Ltd, Shenzhen Henggang Branch (hereinafter referred to as "Party A")  
Person in charge: Yang Duoping  
Business address: Room 101&201, Building 10, City Center Garden, Henggang Street, Longgang District, Shenzhen  
Zip Code: 518115  
Tel: 0755 -28433033 Fax 0755 -28858699 E-mail: /

Borrower: Shenzhen Highpower Technology Co., Ltd.  
Legal representative: George Pan, Contact: Eric Li  
Residence (address): Building A2, Luoshan Industrial, Shanxia, Pinghu Town, Longgang District, Shenzhen  
Zip Code: 518111  
Tel: 0755 -89686236 Fax: 0755-89686819 E-mail: /

Borrower and lender enter into this contract through equal consultation on both parties.

**Part 1 Basic Provisions**

**Article 1 The Usage of the Loan**

The loan in this contract is for the following purposes, without consent of the lender in writing, the borrower cannot use for other purposes, the lender has the right to monitor usage of the loan.

The usage of the loan: turnover of current capital for operating.

**Article 2 The Amount and Period of the Loan**

2.1 The currency of the loan in this contract is RMB, the amount is RMB 20000000.00 (capital: twenty million yuan) (if the capital and the figure is inconsistent, subject to capital).

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2.2 The period of the loan in this contract is 12 months, from the date of actual withdrawal (if fractional withdrawal, from the date of first withdrawal), the actual withdrawal date is the date in IOU.

### **Article 3 Interest rate, interest and fees**

#### 3.1 The confirmation method of RMB interest rate of the loan

Use interest rate is the summation of benchmark rate and floating rate. Benchmark rate is benchmark loan rate of People's Bank of China, corresponding the loan period agreed by provision 2.2 on the effective day, floating rate is going up 15%. After drawing the loan, the interest rate adjusts every 6 months, and calculates the interest in sections. Second rate-setting date is the corresponding date after expiration of the first withdrawal. If there is no corresponding date in the adjustment month, the corresponding date is the last day in this month, so on the other corresponding date. If fractional withdrawal, the interest rates is calculated as specified below:

Regardless of how much times of withdrawal, the interest rate is current rate on rate confirmation day, and will be adjusted next corresponding date.

3.2 The interest of the loan in this contract will be calculated since the actual withdrawal date, and will be charged monthly. If the loan is maturity, there is no interest. One day interest rate = interest rate / 360.

3.3 Overdue interest rate in the contract is 30% up to the original interest rate. Embezzlement interest rate is 50% up to the original loan interest rate.

### **Article 4 Withdrawal (This article is not applicable to recycling loan)**

The borrower should withdraw the loan when needed, and the first and final loan must be withdraw before September 5, 2013, or lender has the right to cancel all or part of the loan.

### **Article 5 Repayment**

Borrower should pay off the loan in this contract one time when the loan expires.

### **Article 6 Guarantees**

6.1 The loan in this contract is secured loan, the guaranty method is a joint responsibility guarantee involved Hong Kong Highpower Technology, Springpower Technology (Shenzhen) Co., Ltd and Pan Dangyu, our legal representative.

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6.2 If the loan in this contract is guaranty contract of maximum amount, the corresponding guaranty contracts are listed as follows:

Name of guaranty contract of maximum amount: "Guaranty Contract of Maximum Amount" (number: ICBC 40000928-2012henggangbaozi 0053)

Guarantor: Hong Kong Highpower Technology Co., Ltd.

Name of guaranty contract of maximum amount: "Guaranty Contract of Maximum Amount" (number: ICBC 40000928-2012henggangbaozi 0054)

Guarantor: Springpower Technology (Shenzhen) Co., Ltd.

Name of guaranty contract of maximum amount: "Guaranty Contract of Maximum Amount" (number: ICBC 40000928-2012henggangbaozi 0055)

Guarantor: Pan Dangyu

### **Article 7 Dispute Resolution**

Use below method to resolve disputes:

Resolves through litigation in court where the lender locates.

### **Article 8 Other provisions**

8.1 Contract is in triplicate, the borrower has one copy, the lender has two copies, which have the same legal effect.

8.2 The following attachments and other attachments agreed by other parties are integral part of this contract, and have the same legal effect:

Annex 1: Notice of Withdrawal

Annex 2: agreement of commission payment

## **Part 2 Specific provisions**

### **Article 1 Interest rate and interest**

1.1 In foreign currency borrowings, LIBOR is the interbank offered rate of the currency in this contract, which is showed on the page of Reuters (REUTRES) Financial Telecommunication terminal "LIBO=" on two days before the withdrawal day or benchmark interest rate adjustment day(11:00 noon, London time); HIBOR is the interbank offered rate of the currency in Hong Kong, which is showed on the page of Reuters (REUTRES) Financial Telecommunication terminal "HIBO=" on two days before the withdrawal day or benchmark interest rate adjustment day (11:15 noon, Hong Kong time).

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1.2 If the interest in this contract adopts floating interest rate, the overdue interest rate adjustment provisions are the same as the original provisions.

1.3 If the interest is charged monthly, the charge date is 20th of every month; if charged quarterly, the charge date is 20th of month the end of each quarter; if is charged half a year, the charge dates are June 20 and December 20 each year.

## **Article 2 The Granting and Payment of Loan**

2.1 The borrower should meet the following requirements before extraction loan, or the lender will not have obligation to pay any loan to the borrower, unless the lender agreed to pay in advance:

- (1) Except credit loan, the borrower has provided guarantee and finished related guaranty procedures according to lender's requirements;
- (2) There is no breach of contract in this contract or other contracts borrower and lender entered into;
- (3) The certificates of usage of the loan provided by borrower are the same as the agreed purposes.

2.2 The documents in writing provided to lender when the borrower withdrawal the amount must be original; If cannot provide the original, should provide the copy with stamp of the borrower after the consent of the lender.

2.3 Borrowers must provide withdrawal notice to lender at least five bank's business days of applies for the withdrawal. The withdrawal notice cannot be cancelled without the written consent of the lender after submission.

2.4 After the borrower meets the prerequisites or with the consent of withdrawal in advance of the lender, the lender will pay the loan to designated account of the borrower, then it deems the lender has paid the loan to borrower according to this contract.

## **Article 3 Repayment**

3.1 The Borrower shall fully repay the capital, interest and the payables. On the repayment day and every bank business day before charged day, the borrower should fully deposit payable interest, capital and other payables in repayment account opened at the lender, the lender has the right to deduct the amount actively on repayment day or charged day, or request the borrower to cooperate for finishing the deducting procedures. If the amount is insufficient to cover all payables due of the borrower, the lender has the right to determine the payment order.

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3.2 If the borrower applies for repaying all or part of the loans in advance, the borrower should submit application in writing before 10 bank's business days, has consent of lender, and pays compensation according to this contract.

3.3 If with the consent of the lender to repay the loan in advance, the borrower should pay all payable capital, interest and other payables according to this contract to earlier repayment day.

3.4 The lender has the right to take back the loan in advance according to the borrower's funds.

3.5 The shorten of actual loan period caused by the borrower repays the loan in advance or the lender takes back the loan in advance according to this contract, the corresponding interest rate will not be adjusted and use the original interest rate.

#### **Article 4 Guarantee**

4.1 Except credit loan, the borrower should provide legal and effective guarantee that lender agreed according to this contract. Guaranty contract will be entered into separately.

4.2 The guarantee in this contract is damaged, depreciated, in dispute, seized or detained, or the mortgagor disposes of the hostage by itself, or the financial condition of the guarantor has adverse change or there is other changes that is not conducive to the lender's loan right, Borrower shall promptly notify the lender, and provides other guarantee approved to the lender separately.

4.3 If the loan is guaranteed by accounts payables, during the effective period of this contract, if any of the following situation happens, the lender has the right to expire the loan in advance, and the borrower should repay all or part of the capital and interest, or adds legal, effective and full amount's guarantee that lender approved:

(1) Bad debt rate of the pledged accounts receivable increases continually 2 months;

(2) Due but outstanding accounts receivable accounts up to 5% of accounts receivable balance;

(3) The mortgagor of accounts receivable and the payment party or other third party have trade disputes (the trade disputes include but not limited to quality, technology, service-related disputes) or debt disputes, result in the account receivables cannot be paid on time.

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## **Article 5 Account Management**

5.1 Borrower shall designate special repayment account at the lender, for collecting corresponding revenue or repayment in plan. If the corresponding revenue is paid noncash, the borrower should ensure the revenue is deposited in the special repayment account.

5.2 Lender has the right to supervise the special repayment account, including but not limited knowing and supervising the income and expenditure situation of the account, the borrower should cooperate. The borrower should entered into special supervising contract of the account if the lender requires.

## **Article 6 Commitments of Borrower**

6.1 Extracts and uses the loan according to the provisions of this contract, the loan cannot use for investing fixed assets and equity assets, and will not invest into stock market, futures market in any way, and other usages relevant laws and regulations prohibit or restrict.

6.2 Pays off the capital, interest and other payables according to the provisions of this contract.

6.3 Accepts and actively cooperates with the inspection and supervision of the loan's usage condition, via the way of account analysis, certificate inspection, Site investigation, etc., and report the loan's usage situation periodically according to the lender's requirements.

6.4 Accepts the lender's credit inspection, provides financial documents such as balance sheet, profit statement and other documents that can reflect the borrower's debt paying abilities, assists actively and cooperates with the lender for the investigation, acquaintance, supervision of the operation and financial condition.

6.5 Before paying off the principal, interest and other payables in this contract, cannot distribute of dividends in any form.

6.6 If the borrower has actions including merger, divesture, reduction of capital, change of ownership, transfer of significant assets and liabilities, significant external investment, increasing debt financing materially and other actions may adversely affect the rights of the lender, the borrower should have the written agreement of the lender in advance, or have made satisfactory arrangement. If not, Party A cannot engage in such actions.

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6.7 If any of the following situations happens, the borrower should notice the lender:

- (1) Change of charter, business coverage, registered capital, the legal representative, change of ownership;
- (2) Go out of business, dissolution, liquidation, business for rectification, revocation of business license, be revoked or bankruptcy;
- (3) Involved or maybe involved in material economic disputes, litigation, arbitration, or the property was legally seized, detained or controlled;
- (4) Shareholders, directors or senior management officer involves in important case or economic dispute.

6.8 Release the relationship of related parties and related transactions in time, wholly, and truly.

6.9 React to the return notice from the lender in time.

6.10 Do not dispose of owned assets result in reducing debt paying ability; provides guarantees to a third party will not damage the interest of the lender.

6.11 If the loan in this contract is credit loan, the borrower should submit external guarantee situation to lender completely, truly, and periodically, and enters into supervising contract of the account according to lender's requirements. If provides guarantee to external party may affect the performance of obligations in this contract, it should be agreed by lender in writing.

6.12 Assume the fees caused by realizing the loan right of lender in this contract, including but not limited to litigation fees, appraisal fees, auction fees, etc.

6.13 The settlement order of loan in this contract is prior to the loan of shareholders, and at least have equal order with similar debt the borrower owes to other creditor.

#### Article 7 Commitment of lender

7.1 Grant the loan to the borrower according to the provisions of the contract.

7.2 Keep secret for the non-disclosure and confidential information provided by the borrower, but except the situations agreed by the laws and regulations and this contract.

#### Article 8 Breach of contract

8.1 If any of the following situations happens, the borrower breaches of contract:

(1)The borrower pays off principal, interest, and other payables in accordance with the provisions in this contract, or fails to perform any other obligations in this contract, or contrary to the statements, guarantee and commitments in this contract;

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- (2) The guarantees in this contract have adverse change to lender's loan, and the borrower is not available to provide other guarantees approved by the lender;
- (3) Fail to pay off any other debts due by the borrower (including being announced ahead of expiration), or fails to perform or breach of other obligations in this contract, or likely to affect the performance of the obligations in this contract;
- (4) The financial performance of the profitability, debt payment ability, operating capacity and cash flow of the borrower exceed the agreed standards, or deterioration has been or may affect the obligations in this contract;
- (5) Borrower's ownership structure, operation, external investment has material adverse changes, likely to affect the performance of the obligations in this contract;
- (6) Borrower involves or may involve significant economic disputes, litigation, arbitration, or asset seizure, detention or enforcement, or judicial or administrative authorities for investigation or take disciplinary measures in accordance with the laws, or illegal with relevant state regulations or policies in accordance with the laws, or exposure by media, likely to affect the performance of the obligations in this contract;
- (7) The borrower's principal individual investors, key management officer's change, disappearances or restriction of personal liberty, likely to affect the performance of the obligations in this contract;
- (8) The borrower using false contracts with related parties, using no actual transaction to extract the lender's funds or credit, or evasion of lender's loan right through related party transactions;
- (9) Borrowers have been or may be out of business, dissolution, liquidation, business reorganizations, business license has been revoked or bankruptcy;
- (10) Borrowers breaches food safety, production safety, environmental protection and other environmental and social risk management related laws and regulations, regulatory requirements or industry standards, resulting in accidents, major environmental and social risk events, likely to affect the performance of the obligations in this contract;
- (11) In this contract, the borrowing is paid by credit, the borrower's credit rating, level of profitability, asset-liability ratio, net cash flow of operating and other indicators do not meet the credit conditions of the lender; or without the lender's written contract, pledges guarantee or provides assurance guarantees to other party, likely to affect the performance of the obligations in this contract;
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(12) Other adverse situations may affect in the realization of loan right in this contract.

8.2 If the borrower breaches of contract, the lender has the right to take one or more of the following measures:

(1) Require the borrower to remedy the default within a certain time limit

(2) Terminate other financing funds in other contract issued to the borrower by the lender, cancel part or all of undrawn borrowings and other financing amount of borrower;

(3) Announce the outstanding loan and other financing amount between the lender and the borrower in this contract, and take back the outstanding amounts;

(4) Requires the borrower to compensate the loss of the lender caused by the breach of contract;

(5) Measures according to provisions of laws and regulations, provisions of this contract and other necessary measures.

8.3 If the borrower fails to repay the due loan (including loan declared expire immediately), the lender has the right to charge penalty interest according to penalty interest rate agreed by this contract from the due date. The interest fails to repay on time, charge compound interest according to overdue penalty interest rate.

8.4 Borrower fails to use the loan for agreed usage, the lender has the right charge penalty interest on embezzlement according to embezzlement penalty interest rate agreed by this contract. The interest fails to repay on time during the embezzlement period, charge compound interest according to embezzlement penalty interest rate.

8.5 The borrower simultaneously happens the situations in section 8.3, 8.4, choosing the heavier interest rate to charge, cannot impose in double.

8.6 If the borrower does not repay the principal, interest (including interest and compound interest) or other payables on time, the lender has the right to announcements through the media for collection.

8.7 If the control or controlled relationship between related parties of the borrower and the borrower changes, or the related parties of the borrower happens the other situations except the situations of (1) and (2) in above provision 10.1, likely to affect the performance of the obligations of the borrower in this contract, the lender has the right to take the measures agreed in the contract.

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## **Article 9 Deduction**

9.1 Borrower does not repay the due debt in this contract according to this contract(including the debt declared due immediately), the lender has the right to deduct corresponding amount from all the functional and foreign accounts opened at the branches of ICBC, until all the debt of the borrower in this contract are paid off.

9.2 If the currency of deduct payments is inconsistent with the currency in this contract, the exchange rate on the deduction day is the applicable exchange rate. The interest and other fees during the deduction fees and debt pay off day, and the difference because of fluctuations the exchange rate during this period is assumed by the borrower.

9.3 If deducted amount for the lender is insufficient to pay off all debts, the lender has the right to determine the payment order.

## **Article 10 Transferring of rights and obligations**

10.1 Lender has the right to transfer all or part of the right in this contract to a third party, the transferring actions do not need to acquire the consent of the borrower. If without the consent of the lender in writing, the borrower cannot transfer any right and obligations in this contract to a third party.

10.2 The Lender or China Industrial and Commercial Bank Limited ("ICBC") can Authorize or commit the other branches to perform the rights and obligations in this contract according to operation need, or transfer the loan right in this contract to the other branches of ICBC, the borrower must agree, and the above actions of the lender do not need to ask for permission of borrower. The other branches which undertake the lender's rights and obligations have the right to perform all rights in this contract, and have right to apply for litigation, arbitration, compulsory execution for the disputes in this contract in the branch's name.

## **Article 11 Effect, Change and Terminate of This Contract**

11.1 This contract is effective since the signature date, and is terminated on the day the borrower performs all the obligations in this contract.

11.2 Any change of this contract shall be agreed by all parties involved and be made in writing. The changes of provisions and agreements are part of the contract, has equal legal right with the contract. Except the changed part, the rest part of this contract is still valid, before the changes is in effect, the original terms of this contract is still valid.

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11.3 The change or termination of this contract will not affect the right of all parties involved to require compensation. The termination of this contract, will not affect the effectiveness of the dispute settlement provisions.

#### **Article 12 Applicable Laws and Dispute Resolution**

The conclusion, validity, explanation, performance, and resolution of dispute in this contract are all applicable to the laws of the People's Republic of China. All disputes caused by this contract and related to this contract should be resolved through negotiation, if negotiation fails, should be resolved according to the provisions in this contract.

Confirmation of both parties: the lender and borrower have fully discussed all the provisions in this contract. The lender has remained the borrowers to pay attention to all right and obligations provisions related to both parties. The lender has completely and truly understood on all the provisions, and explains all the provisions according to borrower's requirements. The borrower has carefully read and fully understood all the provisions (including part 1 "basic provisions" and part 2 "specific provisions"), both the lender and the borrower understand each provision of this contract in consistent.

Lenders (Seal): Industrial and Commercial Bank of China Ltd., Shenzhen Henggang Branch

Responsible person / authorized agent: /s/ [COMPANY SEAL]

Borrower (seal): Shenzhen Highpower Technology Co., Ltd.

Legal representative / authorized agent: /s/ [COMPANY SEAL]

Contract signed on: September 10, 2012

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Contract NO:

Guaranty Contract of Maximum Amount

IMPORTANT NOTE: This contract is in equal and voluntary basis of the parties, all terms of the contract are both true meaning of them. To maintain the legitimate interests of the guarantor, the creditor specially remind the guarantor to pay attention on the bold terms in the contract.

Creditors: Industrial and Commercial Bank of China Ltd, Shenzhen Henggang Branch (hereinafter referred to as "Party A")

Person in charge: Yang Duoping

Business address: Room 101&201, Building 10, City Center Garden, Henggang Street, Longgang District, Shenzhen

Guarantor: [\_\_\_\_\_] (hereinafter referred to as "Party B")

Legal representative: [\_\_\_\_\_]

Business or residence:

In ensure the realization of Party A's claims, Party B voluntarily provides security guarantee (counter-guarantee). To specify the rights and obligations of both parties, party A and B enter into this contract, based on "contract law", "Security Law" and other relevant laws and regulations.

Article 1 The principal creditor's right be guaranteed

Item 1.1 The principal creditor's right guaranteed by party B is the rights within the highest balance of RMB 40,000,000.00 (capital: forty million yuan only) come from the contracts entered by Party A and Shenzhen Highpower Technology Co. (hereinafter referred to as debtor) since July 26th, 2012 to July 25th, 2015 (including the starting date and the expiration date of the period), the contracts including foreign currency loan contracts, exchange-loan contract, bank acceptance agreement, letter of credit issuing agreement/contract, international and domestic trade financing agreements, forward foreign exchange agreements and other financial derivative products agreements and other documents (hereinafter referred to as the "main contract"). Whether in the above period or not, the creditor always has the rights.

Item 1.2 The above mentioned maximum balance, is the total RMB amount exchanged from other different currencies using the foreign exchange rate published by Party A on the day Party B have the responsibility to guaranty the principal creditor's right.

Article 2 Guaranty method

The method party B undertakes the guarantee responsibility is joint responsibility guarantee.

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### Article 3 Guaranty coverage

The maximum guarantee Party B undertakes contains creditor's principal, interest, Compound interest, punitive interest, Liquidated damages, Compensation for damage, exchange loss (related exchange loss caused by exchange rate fluctuation) and the cost for realizing creditor's right (including but not limited to litigation fees, legal fees), the cost for realizing creditor's right is not included in the maximum amount stated in item 1.1.

### Article 4 Guaranty period

Item 4.1 If the main contract is a loan contract, the guaranty period of the Contract is: two years after the expiration of the loan under the main contract; if Party A announces that the loan expire in advance according to the item of the loan contract, the guaranty period of the Contract is two years starting from the day after the advanced expiration date of the loan.

Item 4.2 If the main contract is a banker's acceptance contract, the guaranty period is two years starting from the day after the date Party A pays to the third party.

Item 4.3 If the main contract is a guaranty contract, the guaranty period is two years starting from the day after the date Party A performs the duty of guarantee.

Item 4.4 If the main contract is a letter of credit issuing agreement / contract, the guaranty period is two years starting from the day after the date Party A pays the amount of letters of credit.

Item 4.5 If the main contract is another financing documents, the guaranty period is two years starting from the day after the expiration date or advanced expiration date of the loan under the main contract.

### Article 5 Party B's statement and guarantee

Party B makes the following statement and guarantee:

Item 5.1 Party B has the guarantor's qualifications, the guarantee for the Party A has acquired the necessary authorization or approval according to procedures and jurisdiction of company constitution, will not violate laws and regulations and other relevant regulations.

Item 5.2 If Party B is a listed company or a subsidiary of a listed company, will ensure to disclose the guarantee in time according to the requirements of "Securities Act", "Stock Exchange Listing Rules" and other laws, rules and regulations.

Item 5.3 Party B has sufficient capacity to assume the responsibilities, will not reduce or exempt the responsibilities because of any variation of instruction, financial situation, or any agreement entered with any third party.

Item 5.4 Party B fully understands the purpose of the loan under the main contract, voluntarily guarantee for the debtor, the meanings of the items in the main contract is fully true. For domestic and international trade financing, Party B admit transaction basis of the financing is true and without fraud.

Item 5.5 All materials and information provided to Party A are true, accurate and complete, without false record, misleading statement or significant omission.

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Item 5.6 If the principal loan in the contract is international trade financing that Party A provides to the debtor, then Party B accepts related international conventions about related business.

Item 5.7 If Party B is a natural person, also makes the following statement and guarantee:

- A. with full civil rights and full civil capacity;
- B. with legitimate source of income and adequate compensation capacity;
- C. without malicious acts such as malicious default of bank loan's principal and interest, malicious overdraft credit cards and other malicious acts;
- D. without gambling, drug abuse and other bad behavior or criminal record;
- E. Spouse of Party B agrees to provide the guarantees to Party A.

#### Article 6 Party B's commitment

Party B makes the following promises:

Item 6.1 If any of the following situations happens, within five working days since Party A receives notice, with no conditions fulfill the responsibilities in the contract:

- A. the outstanding debts of debtor, includes maturity and early maturity;
- B. If Party B or the debtor seeks for bankruptcy or goes out of business, dissolution, liquidation, business for rectification, revocation of business license, or be revoked.

Item 6.2 If Party A's principal creditor's right exists on collateralized object for guarantee, whether the collateralized object is provided by the debtor or by third party, Party A has the right to request Party B to take responsibilities first, Party B can not raise a plea for this reason. If Party A gives up, change or loss of other security interest, Party B's responsibility is still in effect, will not be invalid, deducted or exempted.

Item 6.3 Upon Party A's requests, provide financial information, tax certificates and other financial documents that can timely reflect Party B's financial situation.

Item 6.4 If any of the following situations happens, with no need for agreement of Party B, Party B will continue to assume guarantee liability in the contract:

- A. Party A and the debtor negotiate to change main contract, without increasing Party B's debt or extending debt's maturity;
- B. under domestic and international trade financing, Party A and the debtor modify letters of credit related to main contract, without increase the debtor's payment obligations of letter of credit or extend the payment period;
- C. Party A transfers the debt to a third party.

Item 6.5 If provides any form of guarantee to a third party, will not damage the interests of the Party A.

Item 6.6 If Party B has actions including merger, divesture, reduction of capital, change of ownership, transfer of significant assets and liabilities, significant external investment, increasing debt financing materially and other actions may adversely affect the rights of Party A, Party B should have the written agreement of Party A in advance, or have made satisfactory arrangement for the guarantee responsibilities under the contract. If not, Party A can not engage in such actions.

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Item 6.7 If any of the following situations happens, Party B should notice Party A:

- A. Change of charter, business coverage, registered capital, the legal representative, change of ownership;
- B. Go out of business, dissolution, liquidation, business for rectification, revocation of business license, be revoked or bankruptcy;
- C. Involved or maybe involved in material economic disputes, litigation, arbitration, or the property was legally seized, detained or controlled;
- D. If Party B is a natural person, change of residence, work, contacts, etc.
- E. Issuing corporate bonds, short-term financing bonds or other direct financing methods to increase debt levels;
- F. Have other large amount of borrowing or external guarantees.

Item 6.8 React to the return notice from Party A in time.

Item 6.9 In the buyer's financing, import credit and import bills financing / import payment services in the domestic letters of credit, if happens following situations, Party B should assume non-defense guarantee obligation, Party B should not propose exemption or defense because of any judicial or administrative authorities issues stop-payment order, ban order or take measures such as closing down, detaining, freezing property related to letters of credit:

- A. Party A's nominee, who has been authorized in accordance with the Party A's instructions, pays in good faith;
- B. Party A or its nominee, who has been authorized under the domestic letter of credit, issues payment confirmation in good faith or accepts credit documents in letters of credit in good faith;
- C. Confirming bank of letter of credit fulfills the payment obligation in good faith;
- D. Negotiating bank of letter of credit negotiates to pay in good faith.

Item 6.10 In shipping guarantee, bills of lading endorsed, authorized delivery business, Party B should not propose exemption or defense because of debtor's dishonored letters of credit.

#### Article 7 Party A's commitment

Party A's commitment: Keep non-public information confidential which is in the relevant documents, financial documents and other related documents provided when Party B carries out obligations, unless relevant laws and regulations or this contract has otherwise specified.

#### Article 8 Conformation of principal creditor's right

If one of the following situations happens, the conformation of the maximum guarantee:

- A. Expiration of the period that Article 1.1 agreed;
  - B. No new debt will happen again;
  - C. The debtor, Party B is declared bankrupt or revoked;
  - D. Other cases stipulated in laws.
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#### Article 9 Breach of the contract

Item 9.1 Once this contract is in effect, either party fails to perform any obligation in the contract or violate any statement, guarantee and commitment in the contract, then it is breach of contract. If one party causes losses to the other party because of the above reason, then should be compensated to the other party.

Item 9.2 If Party B does not perform the guarantee obligations in this contract, Party A has the right to deduct the money in all accounts that Party B opened in the Industrial and Commercial Bank of China and its branches to pay off the debt in the main contract. If the currency of the deducted money and the currency in the main contract is different, calculate the deduct amount using applicable rate published by Party A on deduct day. The interest and other fees from the deduct day and the pay off day, and the difference for exchange rate fluctuations during the period should be bear by Party B.

Item 9.3 Except the provisions in the contract, if either party breaches the contract, the other party has the right to take measures provided by the PRC laws, regulations and rules.

#### Article 10 Effect, change and terminate

Item 10.1 The contract is in effect since the date of signing.

Item 10.2 Any change of this contract shall be agreed by all parties involved and be made in writing. The changes of provisions and agreements are part of the contract, has equal legal right with the contract. Except the changed part, the rest part of this contract is still valid, before the changes is in effect, the original terms of this contract is still valid.

Item 10.3 Any provision of this contract is invalid or unenforceable, will not affect the validity and enforceability of other provision, nor affect the validity of the contract.

Item 10.4 The change or termination of this contract will not affect the right of all parties involved to require compensation. The termination of this contract, will not affect the effectiveness of the dispute settlement provisions.

#### Article 11 Dispute Resolution

The sign, validity, interpretation, enforcement and dispute settlement of this contract are applicable to PRC laws. Any disputes caused by or related to this contract, both parties should resolve through negotiation. If negotiation fails, use the following method for resolution:  
Resolves through litigation in court where Party A locates.

#### Article 12 Other provisions

Item 12.1 Without the written consent of Party A, Party B can not transfer whole or part of right or obligations in the contract.

Item 12.2 If Party A does not perform or perform partially or perform delayed any right in the contract, does not affect the exercise of the right and any other change.

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Item 12.3 Party A has the right to provide the information of this contract and other related information to the credit information database of People's Bank of China or other legally established credit database according to relevant laws, regulations or other normative documents requirements or financial regulatory requirements, for the purpose of inquiry and use by qualified organizations or individuals, and Party A also has the right to inquiry Party B's related information via credit information database of People's Bank of China or other legally established credit database, for the purpose of sign and perform this contract.

Item 12.4 The contract has two originals, each side hold one with the same legal effect.

/s/ [COMPANY SEAL]

Party A (seal): Industrial and Commercial Bank of China Ltd, Shenzhen Henggang Branch

Person in charge: Duoping Yang

Party B: /s/ [\_\_\_\_\_]

Legal representative:

Date signed: July 26<sup>th</sup>, 2012

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[INFORMATION FOR PURPOSES OF FILING WITH THE SECURITIES AND EXCHANGE COMMISSION]

SCHEDULE A

GUARANTORS

Springpower Technology (Shenzhen) Co., Ltd.  
Dangyu Pan  
Hong Kong Highpower Technology Co., Ltd.

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## Subsidiaries of the Registrant

Subsidiary Name	Country
Hong Kong Highpower Technology Company Limited (“HKHT”)	Hong Kong
Icon Energy System Co. Ltd. (1)	People’s Republic of China
Shenzhen Highpower Technology Co., Ltd. (“Shenzhen Highpower”) (1)	People’s Republic of China
Highpower Energy Technology (Huizhou) Company Limited (1)	People’s Republic of China
Springpower Technology (Shenzhen) Co., Ltd. (2)	People’s Republic of China
Ganzhou Highpower Technology Co., Ltd. (3)	People’s Republic of China
Huizhou Highpower Technology Limited (4)	People’s Republic of China

(1) This company is a wholly-owned subsidiary of HKHT.

(2) This company is 69.97% owned by Shenzhen Highpower and 30.03% owned by HKHT.

(3) This company is 60% owned by Shenzhen Highpower.

(4) This company is a wholly-owned subsidiary of Shenzhen Highpower.

**Certification of Chief Executive Officer pursuant to Item 601(b)(31) of Regulation S-K, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002**

I, Dang Yu Pan, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Highpower International, Inc.;
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 registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer 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 registrant 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 registrant, 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 registrant'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 registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant'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 registrant'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 registrant's internal control over financial reporting.

Date: November 12, 2012

/s/ Dang Yu Pan

By: Dang Yu Pan

Chairman of the Board and Chief Executive Officer  
(Principal Executive Officer)

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**Certification of Chief Financial Officer pursuant to Item 601(b)(31) of Regulation S-K, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002**

I, Henry Sun, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Highpower International, Inc.;
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 registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer 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 registrant 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 registrant, 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 registrant'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 registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant'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 registrant'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 registrant's internal control over financial reporting.

Date: November 12, 2012

/s/ Henry Sun

Henry Sun  
Chief Financial Officer  
(Principal Financial Officer)

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**Certification of Chief Executive Officer and Chief Financial Officer Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002**

In connection with the quarterly report of Highpower International, Inc. (the "Company") on Form 10-Q for the quarter ending September 30, 2012, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), each of the undersigned, in the capacities and on the date indicated below, hereby certifies, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to his knowledge:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Dang Yu Pan

Dang Yu Pan  
Chairman of the Board and Chief Executive Officer  
(Principal Executive Officer)  
November 12, 2012

/s/ Henry Sun

Henry Sun  
Chief Financial Officer  
(Principal Financial and Accounting Officer)  
November 12, 2012

*The foregoing certification is being furnished solely pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 and is not filed with the Securities and Exchange Commission as part of the Form 10-Q or as a separate disclosure document and is not incorporated by reference into any filing of Highpower International, Inc. under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, irrespective of any general incorporation language contained in such filing. A signed original of this written statement required by Section 906 has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.*

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