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

FORM 6-K

**REPORT OF FOREIGN PRIVATE ISSUER
PURSUANT TO RULE 13a-16 OR 15d-16 UNDER
THE SECURITIES EXCHANGE ACT OF 1934**

For the month of July 2026

Commission File Number: 001-41679

U Power Limited

**2F, Zuoan 88 A, Lujiazui,
Shanghai, People's Republic of China
(Address of principal executive offices)**

Indicate by check mark whether the registrant files or will file annual reports under cover of Form 20-F or Form 40-F.

Form 20-F ☒

Form 40-F ☐

Resignation of Independent Director

On June 30, 2026, Jean Christophe Baron Von Pfetten (“Mr. Von Pfetten”) notified U Power Limited (the “Company”) of his resignation as (i) an independent director of the Company, (ii) a member of each of the audit committee, the compensation committee and the nominating and corporate governance committee of the board of directors of the Company (the “Board”), effective June 30, 2026. Mr. Von Pfetten has confirmed that his resignation was not the result of any disagreement with the Company on any matter relating to the Company’s operations, policies, or practices.

Appointment of Independent Director

To fill the vacancy created by the resignation of Mr. Von Pfetten, on June 29, 2026, the Board appointed Bo Lyu (“Mr. Lyu”) to serve as an independent director of the Company, effective July 1, 2026. The Board also appointed Mr. Lyu to serve as a member of each of the audit committee, the compensation committee and the nominating and corporate governance committee of the Board.

The Board has determined that Mr. Lyu qualifies as an independent director of the Company under the applicable rules of the Nasdaq Stock Market and the Securities and Exchange Commission.

Mr. Bo Lyu has served as an independent director of the Company since July 2026. Mr. Lyu has over 10 years of experience in corporate financing and public company management. Mr. Lyu served as financial controller at Building Dreamstar Technology Inc from August 2020 to October 2021. From December 2017 to April 2019, Mr. Lyu served as board secretary at Dragon Victory International Limited (currently known as Metalpha Technology Holding Ltd) (Nasdaq: MATH). From 2014 to August 2017, Mr. Lyu served as board secretary at Hailiang Education Group Inc. (formerly Nasdaq-listed: HLG, prior to its privatization in September 2022). From 2009 to 2013, Mr. Lyu served as investment manager at Hailiang Group Co. Ltd., the then-parent company of Hailiang Education Group Inc., Zhejiang Hailiang Co. Ltd. (SSE Listed: 002203), and Hailiang International Holding Co. Ltd. (HKSE listed: 02336). Mr. Lyu received his master’s degree in finance from Albert-Ludwigs-Universität Freiburg in Germany in 2008 and his bachelor’s degree in international investment from Wuhan University in China in 2001.

There are no family relationships between Mr. Lyu and any director or executive officer of the Company. To the best knowledge of the Company, there is no understanding or arrangement between Mr. Lyu and any other person pursuant to which he was appointed as a director.

In connection with Mr. Lyu’s appointment, on July 1, 2026, the Company entered into an indemnification agreement with Mr. Lyu, pursuant to which the Company agreed to indemnify Mr. Lyu against certain liabilities and expenses incurred in connection with his service as a director of the Company. On July 2, 2026, the Company entered into an independent director agreement with Mr. Lyu, which sets forth the terms and conditions of Mr. Lyu’s service as an independent director of the Company. The foregoing descriptions of the indemnification agreement and the independent director agreement are qualified in their entirety by reference to the full text of such agreements, copies of which are filed as Exhibits 10.2 and 10.1, respectively, to this report on Form 6-K and are incorporated herein by reference.

This report on Form 6-K is hereby incorporated by reference into the registration statements on Form F-3 of the Company (File Nos. [333-296308](#) and [333-282901](#)) and shall be deemed to be a part thereof from the date on which this report is filed, to the extent not superseded by documents or reports subsequently filed or furnished.

EXHIBIT INDEX

Exhibit No.	Description
10.1	English Translation of the Independent Director Agreement entered into by and between the Company and Mr. Bo Lyu, dated July 2, 2026
10.2	Indemnification Agreement entered into by and between the Company and Mr. Bo Lyu, dated July 1, 2026

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.

Dated: July 16, 2026

U Power Limited

By: /s/ Jia Li

Name: Jia Li

Title: Chief Executive Officer

Independent Director Appointment Agreement

This Agreement is executed by the following two parties on July 1, 2026:

Party A: U Power Limited

Address: McGrath Tonner Corporate Services Limited, Genesis Building, 5th Floor Floor, Genesis Close, PO Box 446, Cayman Islands, KY1-1106

Party B: Lü Bo

ID Number: 420104197812253312

Address: Room 902, Building 5, Modern Jingyuan, Gongshu District, Hangzhou

In this Agreement, each of the aforementioned parties is referred to as “one party” individually, and collectively as “both parties”.

in view of :

U Power Limited (hereinafter referred to as the “Employer” or the “Company”), for the purpose of its listing on the U.S. stock market and in compliance with applicable laws and regulations, has appointed Lü Bo (hereinafter referred to as the “Appointed Party”) as an independent director of the Employer. Pursuant to relevant legal provisions, the Appointed Party was elected as an independent director of U Power Limited by resolution of the Company’s shareholders’ meeting held on July 1, 2026. Accordingly, both parties have entered into this agreement through friendly consultation as a voluntary commitment to uphold its terms.

I. Term of Service for the Appointed Party

The appointed party shall serve as an independent director for the employing party for a term of six months, commencing on July 1, 2026.

This shall remain in effect until the shareholders' meeting elects a new board of directors.

If, for special reasons, the employing party is unable to convene a shareholders' meeting to elect a new board of directors before the expiration of the term specified in the preceding paragraph, the appointed officer shall continue to perform the duties, exercise the rights, and fulfill the obligations of an independent director until the date when the new board of directors is elected by the shareholders' meeting.

Upon the expiration of an independent director's term, the appointee may be re-elected for consecutive terms, but the total duration of re-elections shall not exceed six years.

II. Rights and Obligations of the Employed Party

1、The appointee shall comply with the laws, regulations, and Articles of Association of the employer's place of registration, act in good faith, and exercise due diligence. The appointee hereby undertakes to meet all qualification requirements for serving as an independent director under the applicable laws, regulations, Articles of Association, and other relevant provisions, as well as the eligibility criteria set by the U.S. Securities and Exchange Commission and stock exchanges for independent directors of listed companies.

2、The appointed party shall attend the board meetings of the appointing entity and, in accordance with the Company's Articles of Association and the relevant regulations of the U.S. SEC and stock exchanges regarding independent directors of listed companies, express opinions and participate in voting on proposals. The appointed party must attend board meetings in person; if unable to do so for any reason, they may authorize another director to attend on their behalf, provided that the power of attorney clearly specifies the scope of authority. Under no circumstances may the appointed party fail to attend board meetings in person for three consecutive instances; otherwise, the appointing entity's board may request the shareholders' meeting to remove them from office.

3、Before the expiration of the appointed party's term as an independent director with the appointing entity, if the appointed party no longer meets the qualification requirements for independent directors under the laws and regulations of its place of registration, the Company's Articles of Association, or other relevant provisions, or fails to comply with the qualification requirements set by the U.S. SEC and stock exchanges for independent directors of listed companies, the appointing entity's board of directors may request the shareholders' meeting to replace the appointee.

4、The appointee has the right to receive work-related funds from the employer in accordance with this agreement.

5、The appointee shall safeguard the interests of the employer and must not utilize their position or authority within the employer to seek benefits beyond those specified in this agreement.

6、The risks that may arise from the employing party's normal performance of its duties in accordance with the Company's Articles of Association and the provisions of this Agreement shall be borne by the employing party.

The appointing party assumes responsibility.

III. Compensation for Independent Directors

1、Effective July 1, 2026, the company intends to pay the appointed personnel a monthly salary of RMB 12,000.00, with the compensation standard subject to approval by the company's shareholders' meeting.

2、The remuneration of independent directors shall be paid monthly. The company shall pay the previous month's remuneration on the 28th of each month, after this contract takes effect and following approval by the shareholders' meeting of the remuneration standards for independent directors.

3、In addition to the above requirements, independent directors shall not obtain any additional undisclosed benefits from the company, its shareholders, or any other entities or individuals with a conflict of interest with the company.

IV. Entry into Force and Termination of the Agreement

This Agreement shall become effective upon being duly executed and sealed by both parties. The Appointed Party may submit a written resignation letter (hereinafter referred to as the "Resignation Letter") to the Board of Directors of the Employing Party prior to the expiration of its term, providing explanations regarding any matters related to its resignation or those it deems necessary to draw the attention of the Company's shareholders and creditors. Upon approval by the Shareholders' Meeting of the Employing Party, this Agreement shall terminate. Prior to such termination, the Appointed Party shall continue to perform the duties of an independent director and other obligations stipulated herein, provided that such performance shall be subject to necessary and reasonable restrictions.

If the resignation of an appointed party from their position as an independent director results in the number of directors on the appointing party's board falling below the minimum requirements stipulated by the laws and regulations of the place of registration, the Company's Articles of Association, or the U. S. Securities and Exchange Commission (SEC) and stock exchanges; or if it causes the proportion of independent directors on the board to fall below such minimum requirements, this Agreement shall terminate upon the resignation taking effect after the next director or independent director fills the vacancy. The appointed party shall continue to perform their duties as an independent director under this Agreement, provided that such performance is subject to necessary and reasonable limitations.

The appointed party shall not continue to exercise any rights or duties related to independent directors under this Agreement when any of the following circumstances occurs; upon approval by the shareholders' meeting of the appointing party, the appointed party shall cease serving as an independent director for the appointing party, and this Agreement shall terminate.

1) The appointee has been sentenced to criminal punishment.

2) The appointee has been designated as a market entry prohibited individual by the competent securities regulatory authority (including those with jurisdiction over the exchange where the company is listed) to prevent objections.

3) In accordance with the relevant laws and regulations of the place of registration and the provisions of the Company's Articles of Association, the appointee shall not serve as a director or independent director of the employing party.

4) In accordance with the relevant regulations of the exchange where the company is listed, the country of its domicile, and the securities regulatory authorities with jurisdiction over it, the appointee shall not serve as a director or independent director of the employing entity under any other circumstances.

If a close relative of the appointee (including parents, spouse, children and their spouses, siblings, etc.) or any other interested party becomes a senior executive of the appointing party or an affiliated party, the appointee shall promptly submit a written explanation to the appointing party and tender their resignation; they shall cease exercising all rights and duties related to independent directors as stipulated in this Agreement. Upon approval by the shareholders' meeting of the appointing party, the appointee shall no longer serve as an independent director of the appointing party, and this Agreement shall terminate.

V. Agreement Conflicts

In the event of any conflict between any agreement signed by both parties and the provisions of this Agreement, this Agreement shall prevail.

VI. Liability for Breach of Contract

Any party to this Agreement that fails to fulfill its obligations shall be deemed in breach. The breaching party shall be liable for compensating the non-breaching party for any losses incurred as a result of such breach.

VII. Resolution of Disputes

All disputes arising from or related to the execution of this Agreement shall be resolved through friendly consultations between the parties. If the parties fail to resolve such disputes through friendly consultations, either party may file a lawsuit with the People's Court at the company's place of registration.

(No further text follows; this is the signature page)

(This page contains no text; it is the signing page for the “Independent Director Appointment Agreement.”)

Party A: UPower Limited

Authorized

Representative:

(Seal)



Party B: Lü Bo

A handwritten signature in black ink, appearing to be the name "Lü Bo" in a stylized cursive script.

(Signature)

July 1, 2026

INDEMNIFICATION AGREEMENT

This Indemnification Agreement (this “Agreement”) is entered into as of July 1, 2026 by and between U Power Ltd, a Cayman Islands company (the “Company”), and the undersigned, a director and/or an officer of the Company (“Indemnatee”), as applicable.

RECITALS

The board of directors of the Company (the “Board of Directors”) has determined that the inability to attract and retain highly competent persons to serve the Company is detrimental to the best interests of the Company and its shareholders and that it is reasonable and necessary for the Company to provide adequate protection to such persons against risks of claims and actions against them arising out of their services to the Company.

AGREEMENT

In consideration of the premises and the covenants contained herein and subject to the Company’s memorandum and articles of association, as may be amended from time to time, the Company and Indemnatee do hereby covenant and agree as follows:

A. DEFINITIONS

The following terms shall have the meanings defined below:

Expenses shall include, without limitation, damages, judgments, fines, penalties, settlements and costs, attorneys’ fees and disbursements and costs of attachment or similar bond, investigations, and any other expenses paid or incurred in connection with investigating, defending, being a witness in, participating in (including on appeal), or preparing for any of the foregoing in, any Proceeding.

Indemnifiable Event means any event or occurrence that takes place after the execution of this Agreement, related to the fact that Indemnatee is or was a director or an officer of the Company, or is or was serving at the request of the Company as a director or officer of another corporation, partnership, joint venture or other entity, or related to anything done or not done by Indemnatee in any such capacity; provided, however, that an Indemnifiable Event shall not include any event or occurrence that arises as a result of the Indemnatee’s neglect, fraud, reckless or willful misconduct, breach of duty, error, misstatement, misleading statement or omission.

Participant means a person who is a party to, or witness or participant (including on appeal) in, a Proceeding.

Proceeding means any threatened, pending, or completed action, suit, arbitration or proceeding, or any inquiry, hearing or investigation, whether civil, criminal, administrative, investigative or other, including appeal, in which Indemnatee may be or may have been involved as a party or otherwise by reason of an Indemnifiable Event.

B. AGREEMENT TO INDEMNIFY

1. **General Agreement.** In the event Indemnatee was, is, or becomes a Participant in, or is threatened to be made a Participant in, a Proceeding, the Company shall indemnify the Indemnatee from and against any and all Expenses which Indemnatee incurs or becomes obligated to incur in connection with such Proceeding, to the fullest extent permitted by applicable law.

2. **Indemnification of Expenses of Successful Party.** Notwithstanding any other provision of this Agreement, to the extent that Indemnatee has been successful on the merits in defense of any Proceeding or in defense of any claim, issue or matter in such Proceeding, the Company shall indemnify Indemnatee against all Expenses incurred in connection with such Proceeding or such claim, issue or matter, as the case may be.

3. Partial Indemnification. If Indemnatee is entitled under any provision of this Agreement to indemnification by the Company for a portion of Expenses, but not for the total amount of Expenses, the Company shall indemnify the Indemnatee for the portion of such Expenses to which Indemnatee is entitled.

4. No Employment Rights. Nothing in this Agreement is intended to create in Indemnatee any right to continued employment with the Company.

5. Contribution. If the indemnification provided in this Agreement is unavailable and may not be paid to Indemnatee for any reason other than those set forth in Section B.3, then the Company shall contribute to the amount of Expenses paid in settlement actually and reasonably incurred and paid or payable by Indemnatee in such proportion as is appropriate to reflect (i) the relative benefits received by the Company on the one hand and by the Indemnatee on the other hand from the transaction or events from which such Proceeding arose, and (ii) the relative fault of the Company on the one hand and of the Indemnatee on the other hand in connection with the events which resulted in such Expenses, as well as any other relevant equitable considerations. The relative fault of the Company on the one hand and of the Indemnatee on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such Expenses, judgments, fines or settlement amounts. The Company agrees that it would not be just and equitable if contribution pursuant to this Section B.5 were determined by pro rata allocation or any other method of allocation which does not take account of the foregoing equitable considerations.

C. INDEMNIFICATION PROCESS

1. Notice and Cooperation by Indemnatee. Indemnatee shall, as a condition precedent to his/her right to be indemnified under this Agreement, give the Company notice in writing as soon as practicable of any claim made against Indemnatee for which indemnification will or could be sought under this Agreement, provided that the delay of Indemnatee to give notice hereunder shall not prejudice any of Indemnatee's rights hereunder, unless such delay results in the Company's forfeiture of substantive rights or defenses. Notice to the Company shall be given in accordance with Section F.7 below. If, at the time of receipt of such notice, the Company has directors' and officers' liability insurance policies in effect, the Company shall give prompt notice to its insurers of the Proceeding relating to the notice. The Company shall thereafter take all necessary and desirable actions to cause such insurers to pay, on behalf of Indemnatee, all Expenses payable as a result of such Proceeding. In addition, Indemnatee shall give the Company such information and cooperation as the Company may reasonably request.

2. Indemnification Payment.

(a) *Advancement of Expenses*. Indemnatee may submit a written request with reasonable particulars to the Company requesting that the Company advance to Indemnatee all Expenses that may be reasonably incurred in advance by Indemnatee in connection with a Proceeding. The Company shall, within 10 business days of receiving such a written request by Indemnatee, advance all requested Expenses to Indemnatee. Any excess of the advanced Expenses over the actual Expenses will be repaid to the Company.

(b) *Reimbursement of Expenses*. To the extent Indemnatee has not requested any advanced payment of Expenses from the Company, Indemnatee shall be entitled to receive reimbursement for the Expenses incurred in connection with a Proceeding from the Company immediately after Indemnatee makes a written request to the Company for reimbursement unless the Company refers the indemnification request to the Reviewing Party in compliance with Section C.2(c) below.

(c) *Determination by the Reviewing Party*. If the Company reasonably believes that it is not obligated under this Agreement to indemnify the Indemnatee, the Company shall, within 10 days after the Indemnatee's written request for an advancement or reimbursement of Expenses, notify the Indemnatee that the request for advancement of Expenses or reimbursement of Expenses will be submitted to the Reviewing Party (as hereinafter defined). The Reviewing Party shall make a determination on the request within 30 days after the Indemnatee's written request for an advancement or reimbursement of Expenses. Notwithstanding anything foregoing to the contrary, in the event the Reviewing Party informs the Company that Indemnatee is not entitled to indemnification in connection with a Proceeding under this Agreement or applicable law, the Company shall be entitled to be reimbursed by Indemnatee for all the Expenses previously advanced or otherwise paid to Indemnatee in connection with such Proceeding; provided, however, that Indemnatee may bring a suit to enforce his/her indemnification right in accordance with Section C.3 below.

3. Suit to Enforce Rights. Regardless of any action by the Reviewing Party, if Indemnitee has not received full indemnification within 30 days after making a written demand in accordance with Section C.2 above or 50 days if the Company submits a request for advancement or reimbursement to the Reviewing Party under Section C.2(c) above, Indemnitee shall have the right to enforce his/her indemnification rights under this Agreement by commencing litigation in any court of competent jurisdiction seeking a determination by the court or challenging any determination by the Reviewing Party or any aspect of this Agreement. Any determination by the Reviewing Party not challenged by Indemnitee and any judgment entered by the court shall be binding on the Company and Indemnitee.

4. Assumption of Defense. In the event the Company is obligated under this Agreement to advance or bear any Expenses for any Proceeding against Indemnitee, the Company shall be entitled to assume the defense of such Proceeding, with counsel approved by Indemnitee, upon delivery to Indemnitee of written notice of its election to do so. After delivery of such notice, approval of such counsel by Indemnitee and the retention of such counsel by the Company, the Company will not be liable to Indemnitee under this Agreement for any fees of counsel subsequently incurred by Indemnitee with respect to the same Proceeding, unless (i) the employment of counsel by Indemnitee has been previously authorized by the Company, (ii) Indemnitee shall have reasonably concluded, based on written advice of counsel, that there may be a conflict of interest of such counsel retained by the Company between the Company and Indemnitee in the conduct of any such defense, or (iii) the Company ceases or terminates the employment of such counsel with respect to the defense of such Proceeding, in any of which events the fees and expenses of Indemnitee's counsel shall be at the expense of the Company. At all times, Indemnitee shall have the right to employ counsel in any Proceeding at Indemnitee's expense.

5. Defense to Indemnification, Burden of Proof and Presumptions. It shall be a defense to any action brought by Indemnitee against the Company to enforce this Agreement that it is not permissible under this Agreement or applicable law for the Company to indemnify the Indemnitee for the amount claimed. In connection with any such action or any determination by the Reviewing Party or otherwise as to whether Indemnitee is entitled to be indemnified under this Agreement, the burden of proving such a defense or determination shall be on the Company.

6. No Settlement without Consent. Neither party to this Agreement shall settle any Proceeding in any manner that would impose any damage, loss, penalty or limitation on Indemnitee without the other party's written consent. Neither the Company nor Indemnitee shall unreasonably withhold its consent to any proposed settlement.

7. Company Participation. Subject to Section B.5, the Company shall not be liable to indemnify the Indemnitee under this Agreement with regard to any judicial action if the Company was not given a reasonable and timely opportunity, at its expense, to participate in the defense, conduct and/or settlement of such action.

8. Reviewing Party.

(a) For purposes of this Agreement, the Reviewing Party with respect to each indemnification request of Indemnitee that is referred by the Company pursuant to Section C.2(c) above shall be (A) the Board of Directors by a majority vote of a quorum consisting of Disinterested Directors (as hereinafter defined), or (B) if a quorum of the Board of Directors consisting of Disinterested Directors is not obtainable or, even if obtainable, said Disinterested Directors so direct, by Independent Counsel in a written opinion to the Board of Directors, a copy of which shall be delivered to Indemnitee. If the Reviewing Party determines that Indemnitee is entitled to indemnification, payment to Indemnitee shall be made within 10 days after such determination. Indemnitee shall cooperate with the person, persons or entity making such determination with respect to Indemnitee's entitlement to indemnification, including providing to such person, persons or entity upon reasonable advance request any documentation or information which is not privileged or otherwise protected from disclosure and which is reasonably available to Indemnitee and reasonably necessary to such determination. Any Independent Counsel or member of the Board of Directors shall act reasonably and in good faith in making a determination under this Agreement of the Indemnitee's entitlement to indemnification. Any reasonable costs or expenses (including reasonable attorneys' fees and disbursements) incurred by Indemnitee in so cooperating with the person, persons or entity making such determination shall be borne by the Company (irrespective of the determination as to Indemnitee's entitlement to indemnification) and the Company hereby indemnifies and agrees to hold Indemnitee harmless therefrom. "Disinterested Director" means a director of the Company who is not and was not a party to the Proceeding in respect of which indemnification is sought by Indemnitee.

(b) If the determination of entitlement to indemnification is to be made by Independent Counsel, the Independent Counsel shall be selected as provided in this Section C.8(b). The Independent Counsel shall be selected by Indemnatee (unless Indemnatee shall request that such selection be made by the Board of Directors, in which event the preceding sentence shall apply), and Indemnatee shall give written notice to the Company advising it of the identity of the Independent Counsel so selected. In either event, Indemnatee or the Company, as the case may be, may, within 10 days after such written notice of selection shall have been given, deliver to the Company or to Indemnatee, as the case may be, a written objection to such selection; *provided, however*, that such objection may be asserted only on the ground that the Independent Counsel so selected does not meet the requirements of “Independent Counsel” as defined in Section C.8(d) of this Agreement, and the objection shall set forth with particularity the factual basis of such assertion. Absent a proper and timely objection, the person so selected shall act as Independent Counsel. If a written objection is made and substantiated, the Independent Counsel selected may not serve as Independent Counsel unless and until such objection is withdrawn or a court has determined that such objection is without merit. If, within 20 days after submission by Indemnatee of a written request for indemnification, no Independent Counsel shall have been selected and not objected to, either the Company or Indemnatee may petition a court of competent jurisdiction for resolution of any objection which shall have been made by the Company or Indemnatee to the other’s selection of Independent Counsel and/or for the appointment as Independent Counsel of a person selected by the court or by such other person as the court shall designate, and the person with respect to whom all objections are so resolved or the person so appointed shall act as Independent Counsel. The Company shall pay any and all reasonable fees and expenses of Independent Counsel incurred by such Independent Counsel in connection with acting under this Agreement, and the Company shall pay all reasonable fees and expenses incident to the procedures of this Section C.8(b), regardless of the manner in which such Independent Counsel was selected or appointed.

(c) In making a determination with respect to entitlement to indemnification hereunder, the Reviewing Party shall presume that Indemnatee is entitled to indemnification under this Agreement if Indemnatee has submitted a request for indemnification in accordance with this Agreement, and the Company shall have the burden of proof to overcome that presumption in connection with the making by any person, persons or entity of any determination contrary to that presumption. The termination of any Proceeding or of any claim, issue or matter therein, by judgment, order, settlement (with or without court approval), conviction, or upon a plea of *nolo contendere* or its equivalent, shall not (except as otherwise expressly provided in this Agreement) of itself adversely affect the right of Indemnatee to indemnification or create a presumption that Indemnatee did not act in good faith and in a manner which he/she reasonably believed to be in or not opposed to the best interests of the Company or, with respect to any criminal Proceeding, that Indemnatee had reasonable cause to believe that his/her conduct was unlawful. For purposes of any determination of good faith, Indemnatee shall be deemed to have acted in good faith if Indemnatee’s action is based on the records or books of account of the Company and any other corporation, partnership, joint venture or other entity of which Indemnatee is or was serving at the written request of the Company as a director, officer, employee, agent or fiduciary, including financial statements, or on information supplied to Indemnatee by the officers and directors of the Company or such other corporation, partnership, joint venture or other entity in the course of their duties, or on the advice of legal counsel for the Company or such other corporation, partnership, joint venture or other entity or on information or records given or reports made to the Company or such other corporation, partnership, joint venture or other entity by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Company or such other corporation, partnership, joint venture or other entity. In addition, the knowledge and/or actions, or failure to act, of any director, officer, agent or employee of the Company or such other corporation, partnership, joint venture or other entity shall not be imputed to Indemnatee for purposes of determining the right to indemnification under this Agreement. The provisions of this Section C.8(c) shall not be deemed to be exclusive or to limit in any way the other circumstances in which the Indemnatee may be deemed to have met the applicable standard of conduct set forth in this Agreement.

(d) “Independent Counsel” means a law firm, or a member of a law firm, that is experienced in matters of corporation law and neither presently is, nor in the past five years has been, retained to represent (i) the Company or Indemnitee in any matter material to either such party (other than with respect to matters concerning the Indemnitee under this Agreement, or of other indemnitees under similar indemnification agreements), or (ii) any other party to the Proceeding giving rise to a claim for indemnification hereunder. Notwithstanding the foregoing, the term “Independent Counsel” shall not include any person who, under the applicable standards of professional conduct then prevailing, would have a conflict of interest in representing either the Company or Indemnitee in an action to determine Indemnitee’s rights under this Agreement. The Company agrees to pay the reasonable fees of the Independent Counsel referred to above and to fully indemnify such counsel against any and all Expenses, claims, liabilities and damages arising out of or relating to this Agreement or its engagement pursuant hereto.

D. DIRECTOR AND OFFICER LIABILITY INSURANCE

1. Good Faith Determination. The Company shall from time to time make the good faith determination whether or not it is practicable for the Company to obtain and maintain a policy or policies of insurance with reputable insurance companies providing the officers and directors of the Company with coverage for losses incurred in connection with their services to the Company or to ensure the Company’s performance of its indemnification obligations under this Agreement.

2. Coverage of Indemnitee. To the extent the Company maintains an insurance policy or policies providing directors’ and officers’ liability insurance, Indemnitee shall be covered by such policy or policies, in accordance with its or their terms, to the maximum extent of the coverage available for any of the Company’s directors or officers.

3. No Obligation. Notwithstanding the foregoing, the Company shall have no obligation to obtain or maintain any director and officer insurance policy if the Company determines in good faith that such insurance is not reasonably available in the case that (i) premium costs for such insurance are disproportionate to the amount of coverage provided, or (ii) the coverage provided by such insurance is limited by exclusions so as to provide an insufficient benefit.

E. NON-EXCLUSIVITY; U.S. FEDERAL PREEMPTION; TERM

1. Non-Exclusivity. The indemnification provided by this Agreement shall not be deemed exclusive of any rights to which Indemnitee may be entitled under the Company’s current memorandum and articles of association, as may be amended from time to time, applicable law or any written agreement between Indemnitee and the Company (including its subsidiaries and affiliates). The indemnification provided under this Agreement shall continue to be available to Indemnitee for any action taken or not taken while serving in an indemnified capacity even though he/she may have ceased to serve in any such capacity at the time of any Proceeding. In the event of any inconsistencies between the terms as set forth in this Agreement and the provisions in the Company’s memorandum and articles of association (as may be amended from time to time), the provisions in the Company’s memorandum and articles of association (as may be amended from time to time) shall prevail.

2. U.S. Federal Preemption. Notwithstanding the foregoing, both the Company and Indemnitee acknowledge that in certain instances, U.S. federal law or public policy may override applicable law and prohibit the Company from indemnifying its directors and officers under this Agreement or otherwise. Such instances include, but are not limited to, the U.S. Securities and Exchange Commission (the “SEC”)’s prohibition on indemnification for liabilities arising under certain U.S. federal securities laws. Indemnitee understands and acknowledges that the Company has undertaken or may be required in the future to undertake with the SEC to submit the question of indemnification to a court in certain circumstances for a determination of the Company’s right under public policy to indemnify Indemnitee.

3. Duration of Agreement. All agreements and obligations of the Company contained herein shall continue during the period Indemnitee is an officer and/or a director of the Company (or is or was serving at the request of the Company as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise) and shall continue thereafter so long as Indemnitee shall be subject to any Proceeding by reason of his/her former or current capacity at the Company, whether or not he/she is acting or serving in any such capacity at the time any Expense is incurred for which indemnification can be provided under this Agreement. This Agreement shall continue in effect regardless of whether Indemnitee continues to serve as an officer and/or a director of the Company or any other enterprise at the Company's request.

F. MISCELLANEOUS

1. Amendment of this Agreement. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by the parties hereto. No waiver of any of the provisions of this Agreement shall operate as a waiver of any other provisions (whether or not similar), nor shall such waiver constitute a continuing waiver. Except as specifically provided in this Agreement, no failure to exercise or any delay in exercising any right or remedy shall constitute a waiver.

2. Subrogation. In the event of payment to Indemnitee by the Company under this Agreement, the Company shall be subrogated to the extent of such payment to all of the rights of recovery of Indemnitee, who shall execute all papers required and shall do everything that may be necessary to secure such rights, including the execution of such documents necessary to enable the Company to bring suit to enforce such rights.

3. Assignment; Binding Effect. Neither this Agreement nor any of the rights or obligations hereunder may be assigned by either party hereto without the prior written consent of the other party; except that the Company may, without such consent, assign all such rights and obligations to a successor in interest to the Company which assumes all obligations of the Company under this Agreement. Notwithstanding the foregoing, this Agreement shall be binding upon and inure to the benefit of and be enforceable by and against the parties hereto and the Company's successors (including any direct or indirect successor by purchase, merger, consolidation, or otherwise to all or substantially all of the business and/or assets of the Company) and assigns, as well as Indemnitee's spouses, heirs, and personal and legal representatives.

4. Severability and Construction. Nothing in this Agreement is intended to require or shall be construed as requiring the Company to do or fail to do any act in violation of applicable law. The Company's inability, pursuant to a court order, to perform its obligations under this Agreement shall not constitute a breach of this Agreement. In addition, if any portion of this Agreement shall be held by a court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions shall remain enforceable to the fullest extent permitted by applicable law. The parties hereto acknowledge that they each have opportunities to have their respective counsels review this Agreement. Accordingly, this Agreement shall be deemed to be the product of both of the parties hereto, and no ambiguity shall be construed in favor of or against either of the parties hereto.

5. Counterparts. This Agreement may be executed in two counterparts, both of which taken together shall constitute one instrument.

6. Governing Law. This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the internal laws of the State of New York, without giving effect to conflicts of laws provisions thereof.

7. Notices. All notices, demands, and other communications required or permitted under this Agreement shall be made in writing and shall be deemed to have been duly given if delivered by hand, against receipt, or mailed via postage prepaid, certified or registered mail, return receipt requested, and addressed to the Company at _____, attention: _____ and to Indemnitee at his/her address last known to the Company.

8. Entire Agreement. This Agreement constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

U Power Ltd

By: /s/ Jia Li
Name: Jia Li
Title: Chief Executive Officer

Indemnatee

Signature: /s/ Bo Lyu
Name: Bo Lyu

[Signature Page to Indemnification Agreement]