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## UNDERWRITING

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### UNDERWRITER

[REDACTED]

### UNDERWRITING ARRANGEMENTS AND EXPENSES

#### The Underwriting Agreement

Pursuant to the Underwriting Agreement, our Company will conditionally [REDACTED] the [REDACTED] with institutional, professional and other investors at the [REDACTED] subject to the terms and conditions in the Underwriting Agreement and this document.

Subject to, among other conditions, the Listing Division of the Stock Exchange granting the [REDACTED] of and permission to [REDACTED] in the Shares in issue and to be issued as mentioned in this document and to certain other conditions set out in the Underwriting Agreement being fulfilled, the Underwriter has agreed to [REDACTED] for or [REDACTED] or procure [REDACTED] or [REDACTED] for the [REDACTED] on the terms and conditions under the Underwriting Agreement and in this document.

[REDACTED]

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[REDACTED]

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[REDACTED]

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[REDACTED]

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### **Total commission, fee and expenses**

In connection with the [REDACTED], the Underwriter will receive an underwriting commission of [REDACTED]% of the aggregate [REDACTED] of all the [REDACTED], out of which they will pay any sub-underwriting commissions and selling concessions.

In connection with the [REDACTED], the Sponsor will receive a sponsorship and documentation sponsor's fee.

In connection with the [REDACTED] and the [REDACTED], the total expenses are estimated to be approximately HK\$[24.9] million (including the underwriting commission, brokerage, the Stock Exchange trading fee, the SFC transaction levy, the sponsorship and documentation sponsor's fee, the listing fee, legal and other professional fees, printing cost and other expenses relating to the [REDACTED]) which shall be borne by our Company.

Our Company and the executive Directors have agreed to indemnify the Bookrunner, the Lead Manager and the Underwriter for certain losses which they may suffer, including losses incurred arising from their performance of their obligations under the Underwriting Agreement and any breach by our Company.

[REDACTED]

### **Sponsor's, Lead Manager's and Underwriter's interests in our Company**

The Sponsor has been appointed as the compliance adviser of our Company with effect from the [REDACTED] until despatch of the audited consolidated financial results for the second full financial year after the [REDACTED], and our Company will pay to the Sponsor an agreed fee for its provision of services with the scope required under the GEM Listing Rules.

Save for their interests and obligations under the Underwriting Agreement, the advisory and documentation fee payable to the Sponsor in respect of the [REDACTED], and the fee payable to the Sponsor for its acting as our compliance adviser, none of the Sponsor, the Bookrunner, the Lead Manager and the Underwriter is interested beneficially or non-beneficially in any shares in any member of our Group or has any right (whether legally enforceable or not) or option to subscribe for or to nominate persons to subscribe for any shares in any member of our Group.