

## UNDERWRITING

### UNDERWRITERS

[REDACTED] Underwriters

[REDACTED]

[REDACTED]

### UNDERWRITING ARRANGEMENTS AND EXPENSES

[REDACTED]

**UNDERWRITING**

[REDACTED]

## UNDERWRITING

[REDACTED]

### **Undertakings to the Stock Exchange pursuant to the GEM Listing Rules**

*By our Company*

[REDACTED]

**UNDERWRITING**

[REDACTED]

*By Mr. Zhu and Portree Wealth*

[REDACTED]

## UNDERWRITING

[REDACTED]

### **Undertakings pursuant to the [REDACTED] Underwriting Agreement**

*By our Company*

[REDACTED]

**UNDERWRITING**

*By our Controlling Shareholders*

[REDACTED]

**UNDERWRITING**

[REDACTED]

*By Mr. Zhu and Portree Wealth*

[REDACTED]

## UNDERWRITING

[REDACTED]

### **Commission and expenses**

The Underwriters will receive a gross commission of [REDACTED]% on the aggregate [REDACTED] of all the [REDACTED] (including Shares to be issued pursuant to the [REDACTED]) now being offered, out of which will, as the case may be, be applied to any sub-underwriting commissions and selling concession. The underwriting commission, documentation fee, Stock Exchange [REDACTED] fees, brokerage, Stock Exchange trading fee, SFC transaction levy, legal and other professional fees together with applicable printing and other expense relating to the [REDACTED] are estimated to be approximately HK\$[REDACTED] million in aggregate (based on an [REDACTED] of HK\$[REDACTED] per [REDACTED] and the assumption that the [REDACTED] is not exercised) and is paid or payable by our Company.



## UNDERWRITING

### **Underwriters' interests in our Company**

Save for its interests and obligations under the Underwriting Agreements and save as disclosed in this document, none of the Underwriters or any of its associates is interested beneficially or non-beneficially in any shares in any member of our Group nor has any right (whether legally enforceable or not) or option to subscribe for or to nominate persons to subscribe for any shares of any member of our Group.

### **Compliance Adviser's agreement**

Our Company has appointed CLC International to act as the compliance adviser to our Company for the purpose of the GEM Listing Rules for a fee from the [REDACTED] and ending on the date on which our Company complies with Rule 18.03 of the GEM Listing Rules in respect of its financial results for the second full financial year commencing after the [REDACTED] or until the agreement is terminated, whichever is earlier.

### **Sole Sponsor's interest in our Company**

CLC International, being the Sole Sponsor, has declared its independence pursuant to Rule 6A.07 of the GEM Listing Rules. Save for (i) the advisory and documentation fees to be paid to CLC International as the Sole Sponsor to the [REDACTED]; (ii) the financial advisory fee to be paid to the Sole Sponsor as our Company's compliance adviser pursuant to the requirements under Rules 6A.19 of the GEM Listing Rules; and (iii) its interests and obligations under the Underwriting Agreements, neither CLC International nor any of its associates has or may, as a result of the [REDACTED], have any interest in any class of securities of our Company or any other company in our Group (including options or rights to subscribe for such securities).

No director or employee of CLC International who is involved in providing advice to our Company has or may, as a result of the [REDACTED], have any interest in any class of securities of our Company or other company in our Group (including options or rights to subscribe for such securities but, for the avoidance of doubt, excluding interests in securities that may be subscribed for or purchased by any such director or employee pursuant to the [REDACTED]).

No director or employee of CLC International has a directorship in our Company or any other company in our Group.