

**DATE: 28 December 2022**

**HAO BAI INTERNATIONAL (CAYMAN) LIMITED**

**(as company)**

**AND**

**YUET SHEUNG INTERNATIONAL SECURITIES LIMITED**

**(as placing agent)**

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**DEED OF TERMINATION**  
**in relation to the**  
**Placing Agreement dated 6 December 2022**

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**THIS DEED OF TERMINATION** is made on the 28<sup>th</sup> day of December 2022.

**BETWEEN: -**

1. **HAO BAI INTERNATIONAL (CAYMAN) LIMITED**, a company incorporated in the Cayman Islands with limited liability whose registered office is situated at P.O. Box 2681, Grand Cayman, KY1-1111, Cayman Islands and its head office and principal place of business in Hong Kong at Unit 1B, 10/F, Elite Industrial Centre, No. 883 Cheung Sha Wan Road, Kowloon, Hong Kong (the “**Company**”); and
2. **YUET SHEUNG INTERNATIONAL SECURITIES LIMITED**, a company incorporated under the laws of Hong Kong and a licensed corporation with SFC to carry out Type 1 (dealing in securities), and Type 4 (advising on securities) regulated activities under SFO (as defined below) in Hong Kong (CE NO. BEZ371) with the registered office of which is at 8/F, Central 88, No. 88-98 Des Voeux Road Central, Central, Hong Kong (the “**Placing Agent**”).

(the above signing parties are referred to as the “**Parties**” or each a “**Party**”)

**WHEREAS: -**

- (A) Pursuant to the conditional placing agreement dated 6 December 2022 (the “**Placing Agreement**”) entered into between the Company and the Placing Agent, the Company conditionally agreed to place, through the Placing Agent, on a best endeavour basis, up to 323,400,000 Placing Shares at the Placing Price of HK\$0.023 per Placing Share.
- (B) The Parties have agreed to terminate the Placing Agreement and to release and discharge each other from all obligations whatsoever arising thereunder subject to and upon the terms and conditions set out in this Deed.

**NOW THIS DEED WITNESSES** as follows: -

**1. DEFINITIONS**

Unless otherwise stated, capitalised terms used in this Deed shall have the same meaning as those defined in the Placing Agreement.

**2. TERMINATION**

With effect from the date of this Deed, the Placing Agreement shall terminate and all the rights, interests, obligations and liabilities whatsoever of the Parties arising thereunder or in relation to the Placing Agreement shall cease and

determine and no Party shall have any claim against the other Party in respect of any matter arising out or in connection with the Placing Agreement.

**3. COUNTERPARTS**

This Deed may be executed in any number of counterparts with the same force and effect as if executed on a single document, each of which when executed and delivered shall be an original but all counterparts shall together constitute one and the same instrument.

**4. THIRD PARTY RIGHTS**

Unless expressly provided to the contrary in this Deed, a person who is not a party to this Deed shall have no right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623, Laws of Hong Kong) to enforce any of the terms of this Deed, and whether so provided in this Deed or not, no consent of third party is required for the amendment to (including the waiver or compromise of any obligation), rescission of or termination of this Deed.

**5. GOVERNING LAW**

This Deed shall be governed by, and construed in accordance with, the laws of Hong Kong and the Parties agree to submit to the non-exclusive jurisdiction of the courts of Hong Kong.

*[The remaining part of this page is intentionally left blank]*

IN WITNESS WHEREOF the parties hereto have executed this Deed the day and year first above written.

**THE COMPANY**

EXECUTED AS A DEED by affixing the )  
COMMON SEAL of )

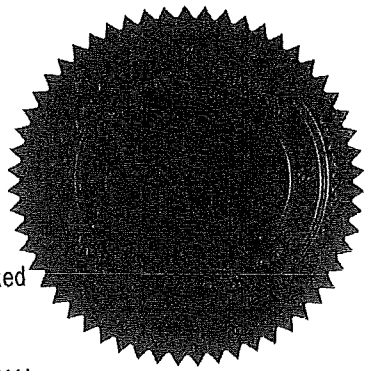
HAO BAI INTERNATIONAL (CAYMAN) )  
LIMITED )

and signed by SHU ZHONGWEN )

in the presence of:- )  
WONG WING HUNG )

For and on behalf of )  
Hao Bai International (Cayman) Limited )  
浩柏國際(開曼)有限公司 )

) )  
..... )  
) Authorized Signature(s)  
)



**PLACING AGENT**

EXECUTED AS A DEED by affixing the )  
COMMON SEAL of )

YUET SHEUNG INTERNATIONAL )  
SECURITIES LIMITED )

and signed by )

in the presence of:- )

)  
)  
)

IN WITNESS WHEREOF the parties hereto have executed this Deed the day and year first above written.

**THE COMPANY**

EXECUTED AS A DEED by affixing the )  
COMMON SEAL of )  
 )  
HAO BAI INTERNATIONAL (CAYMAN) )  
LIMITED )  
 )  
and signed by )  
 )  
in the presence of:- )  
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**PLACING AGENT**

EXECUTED AS A DEED by affixing the )  
COMMON SEAL of )  
 )  
YUET SHEUNG INTERNATIONAL )  
SECURITIES LIMITED )  
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and signed by )  
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in the presence of:- )  
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