

Dated 25 August 2023

GOLDWAY EDUCATION GROUP LIMITED
as Company

and

Cheong Lee Securities Limited
as Placing Agent

PLACING AGREEMENT
relating to
new shares in the capital of
GOLDWAY EDUCATION GROUP LIMITED

Tang Tso & Lau,
Solicitors
Hong Kong
Ref : RL//23/com

THIS AGREEMENT is dated 25 August 2023

PARTIES:

1. **GOLDWAY EDUCATION GROUP LIMITED**, a company incorporated in the Cayman Islands whose registered office is at Cricket Square, Hutchins Drive, P.O. Box 2681, Grand Cayman KY1-1111, Cayman Islands and having its principal place of business in Hong Kong at Shop B10, 1/F, Goodrich Shopping Arcade, Tuen Mun, New Territories, Hong Kong (the "**Company**").
2. **Cheong Lee Securities Limited**, a company incorporated in Hong Kong and having its registered office at Room 16B, 16/F, Bank of East Asia Harbour View Centre, 56 Gloucester Road, Wanchai, Hong Kong (the "**Placing Agent**").

INTRODUCTION:

1. The Company has agreed to allot and issue the Placing Shares and has appointed the Placing Agent as placing agent for the purpose of procuring, on a best efforts basis, as agent of the Company, subscribers for the Placing Shares (as defined below) on the terms and subject to the conditions set out in this Agreement.
2. Application shall be made to the Stock Exchange for listing of, and permission to deal in, the Placing Shares.

THE PARTIES AGREE THAT:

1. **INTERPRETATION**

1.1 **Definitions:** In this Agreement (including the Introduction):

"Business Day"	has the meaning ascribed thereto under the GEM Listing Rules;
"CCASS"	the Central Clearing and Settlement System operated by Hong Kong Securities Clearing Company Limited;
"Completion Date"	the third Business Day after the date upon which the condition set out in Clause 4.1 shall have been satisfied or such other time and date as the Company and the Placing Agent may agree in writing;
"Completion"	completion of the Placing in accordance with Clause 5;
"GEM"	GEM operated by the Stock Exchange;

"GEM Listing Rules"	the Rules Governing the Listing of Securities on GEM;
"Group"	the Company and its Subsidiaries and the expression "member of the Group" shall be construed accordingly;
"HK\$"	Hong Kong currency;
"Hong Kong"	the Hong Kong Special Administrative Region of the People's Republic of China;
"Long Stop Date"	15 September 2023;
"Parties"	the named parties to this Agreement and their respective successors and permitted assigns;
"Placee"	any individual, corporate or other investor procured by the Placing Agent to subscribe for any of the Placing Shares pursuant to the Placing Agent's obligations hereunder;
"Placing"	the offer by way of placing of the Placing Shares procured by the Placing Agent to selected investors on the terms and subject to the conditions set out in this Agreement;
"Placing Announcement"	the announcement proposed to be issued by the Company following the execution of this Agreement;
"Placing Price"	the price of HK\$0.034 per Placing Share;
"Placing Shares"	up to 151,325,926 new Shares;
"Subscribed Shares"	has the meaning given to it in Clause 3.3;
"Shares"	ordinary shares in the share capital of the Company;
"SFC"	the Securities and Futures Commission of Hong Kong;
"Stock Exchange"	The Stock Exchange of Hong Kong Limited.

1.2 **Agreed Form:** Any reference to a document being "in the agreed form" means in the form of a document or the draft thereof with (in the case of a draft) such alterations (if any) as may be agreed between the Company and the Placing Agent.

1.3 **Reference:** References in this Agreement to persons include references to bodies corporate and references to the singular include references to the plural and vice versa.

References to "Clauses" are references to the clauses of this Agreement.

1.4 **Headings:** Headings are inserted for convenience only and shall not affect the interpretation of this Agreement.

2. APPOINTMENT OF PLACING AGENT

2.1 **Appointment:** The Company hereby agrees to appoint the Placing Agent and the Placing Agent agrees to act as the placing agent for the Company in connection with the Placing on the terms provided for in this Agreement.

2.2 **Placing Agent's powers:** The Company hereby confirms that this appointment confers on the Placing Agent, in accordance with the provisions hereof, all powers, authorities and discretion on behalf of the Company which are necessary for, or reasonably incidental to, the Placing and hereby agrees to ratify and confirm everything which the Placing Agent may lawfully, reasonably and properly do in the exercise of such powers, authorities and discretion in accordance with this Agreement.

2.3 **Sub-placing agents:** The Placing Agent may in turn appoint other sub-placing agents to procure subscribers for the Placing Shares. The Placing Agent confirms and undertakes that it shall require any sub-placing agent or other person through whom it may effect the Placing or offer any Placing Shares to observe the provisions of this Agreement. Any transaction legally, properly and reasonably carried out by the Placing Agent (and any sub-placing agent) shall constitute a transaction carried out at the request of the Company and as its agent and not in respect of the Placing Agent's own account.

2.4 **Company to provide information:** The Company shall procure that:

- (a) the Company provides the Placing Agent, at its request, with all such information known to it and relating to the Group as may be reasonably required by the Placing Agent in connection with the Placing for the purposes of complying with all requirements of applicable law or of the Stock Exchange or of the SFC; and
- (b) particulars of every significant new factor known to it which is in its reasonable opinion capable of materially and adversely affecting the assessment of the Placing Shares in the context of the Placing which arises between the date hereof and 12:00 noon on the Completion Date shall be promptly provided to the Placing Agent.

2.5 **Further assurances:** The Company undertakes with the Placing Agent that it shall do all such other acts and things as may be reasonably required to be done by it to carry into effect the Placing in accordance with the terms of this Agreement.

3. PLACING AGENT'S UNDERTAKINGS

- 3.1 **Placing:** The Placing Agent undertakes to procure, on a best-efforts basis, subscribers for all the Placing Shares at the Placing Price (together with such Hong Kong stamp duty, Stock Exchange trading fee and SFC transaction levy as may be payable by buyers). For the avoidance of doubt, the Placing Agent has not agreed to underwrite the Placing of the Placing Shares.
- 3.2 **Placees:** The Placing Shares shall be offered by the Placing Agent to not less than six Placees in board lots. The choice of Placees for the Placing Shares shall be determined solely by the Placing Agent, subject to the requirements of the GEM Listing Rules (in particular, the Placing Agent shall use all reasonable endeavours to ensure that Placees shall be third parties independent of the Company or any of its Subsidiaries and the connected persons (as defined under the GEM Listing Rules) of the Company.
- 3.3 **Placee details:** The Placing Agent shall, in accordance with the GEM Listing Rules, promptly deliver to the Stock Exchange a schedule showing details of the Placees including their names, country of incorporation (if a corporation), addresses (or registered address if a corporation), the number of Placing Shares subscribed by each Placee (the "**Subscribed Shares**") and shall provide to the Company the details of the CCASS stock accounts to which such Subscribed Shares are to be credited.
- 3.4 **Oral contracts:** Without limitation to Clause 3.5, the Placing Agent undertakes that the Placing shall be effected by telephone conversations leading to concluded contracts which shall then be confirmed by letter of confirmation.
- 3.5 **Compliance with laws:** The Placing Agent confirms and undertakes to the Company not to, directly or indirectly, engage in price stabilisation in relation to the Placing, or offer, sell or deliver any Placing Shares or distribute or publish any documents (including, without limitation to the foregoing, any prospectus, form of application, offering circular, advertisement or other offering material or any report or other document calculated to invite or lead to offers or agreements being made to purchase Placing Shares), or make any representations or statements in relation to the Placing in any country or jurisdiction except where such offer, sale or delivery is made under circumstances that shall not result in or constitute a breach of any applicable laws and regulations or give rise to a requirement for any prospectus to be published or filed or any registration or qualification to be made or obtained (other than such as are made or obtained by the Placing Agent) in any such country or jurisdiction and all offers, sales and deliveries of Placing Shares shall be made on such terms.
- 3.6 **No representations:** The Placing Agent confirms and undertakes that it has not made and shall not make to any person to whom Placing Shares may be offered any representation or statement regarding the Company, the Group or the financial or business position or prospects of the Company or the Group which was not or is not, at the time of making the same, general public knowledge in the marketplace.

4. CONDITION

- 4.1 **Condition:** Completion of this Agreement is conditional upon the Listing Committee of the Stock Exchange granting listing of and permission to deal in the Subscribed Shares.
- 4.2 **Fulfilment:** The Company and the Placing Agent shall each use their respective best endeavours to procure the fulfilment of the conditions set out in Clause 4.1 and in particular shall furnish such information, supply such documents, pay such fees, give such undertakings and do all such acts and things as may reasonably be required by each other, the SFC and/or the Stock Exchange in connection with the fulfilment of such conditions.
- 4.3 **Non-Fulfilment:** If the conditions set out in Clause 4.1 are not fulfilled on or prior to the Long Stop Date or such later date as may be agreed between the Company and the Placing Agent, this Agreement shall terminate and none of the Parties shall have any claim against the others for costs, damages, compensation or otherwise (save in respect of any antecedent breach).

5. COMPLETION

- 5.1 **Company's obligations:** Against compliance by the Placing Agent with its obligations under Clause 5.2, the Company shall on or before 3:00 p.m. on the Completion Date :
- (a) allot and issue the Subscribed Shares in accordance with the Placee details as provided by the Placing Agent pursuant to Clause 3.3;
 - (b) procure the names of the Placees (or where appropriate, HKSCC Nominees Limited or other nominees) shall be entered into the register of members of the Company accordingly; and
 - (c) procure that definitive share certificates for the Subscribed Shares shall be issued and despatched, or delivered through CCASS for immediate credit to such stock accounts as shall be notified by the Placing Agent pursuant to Clause 3.3.
- 5.2 **Placing Agent's obligations:** the Placing Agent (or its nominees or agents) shall, in respect of the Subscribed Shares make or procure the making of payments to the Company in cleared funds in Hong Kong dollars (or in such other manner as the Company and Placing Agent may agree in writing) of the aggregate Placing Price of the Subscribed Shares (less the amounts referred to in Clause 6.1), the payment of which shall constitute a complete discharge of the obligations of the Placing Agent to place, on a best-efforts basis, the Placing Shares hereunder and such payment shall be made for value on the Completion Date to such bank account held with a bank in Hong Kong as may be notified by the Company to the Placing Agent at least one Business Day before Completion Date.

6. PAYMENT OF FEES COMMISSIONS AND EXPENSES

- 6.1 **Placing Agent fees and expenses:** In consideration of the services of the Placing Agent

in relation to the Placing, the Company shall pay to the Placing Agent:

- (a) provided that completion of this Agreement occurs in accordance with Clause 5, commission in Hong Kong dollars of zero point five per cent. (0.5%) of the amount equal to the Placing Price multiplied by the number of Subscribed Shares;
- (b) the Stock Exchange trading fee and the SFC transaction levy, if so required to be paid by the Company;

which amounts the Placing Agent is hereby authorised to deduct from the payments to be made by it to the Company pursuant to Clause 5.2.

- 6.2 **Placing not completed:** If for any reason (other than any breach by the Placing Agent of its obligations hereunder) this Agreement is terminated or the Placing is not completed, the Company shall remain liable for the payment of all costs and expenses referred to in Clause 6.1(b) only to the extent already incurred.
- 6.3 **Brokerage:** The Company hereby acknowledges that, in addition to the commissions, costs, charges and expenses referred to in Clause 6.1, the Placing Agent shall be entitled to keep for its own account any brokerage that it may receive from the Placees. The Placing Agent shall be responsible for all the costs, expenses and charges of the sub-placing agents appointed by it under Clause 2.3.
- 6.4 **No deductions:** All payments to be made by the Company pursuant to this Clause 6 shall be made in full without any set-off, deduction or withholding whatsoever.

7. WARRANTIES AND UNDERTAKINGS

- 7.1 **Warranties:** In consideration of the Placing Agent entering into this Agreement and agreeing to perform its obligations hereunder, the Company hereby represents, warrants and undertakes to the Placing Agent as follows:
 - (a) the Company is duly incorporated and validly existing under the laws of the place of its incorporation with power to conduct its business in the manner presently conducted and the information contained in the Recitals is true and accurate;
 - (b) subject to the fulfilment of the condition set out in Clause 4.1, all necessary consents and authorisations have been obtained to enable the Company to issue and allot the Subscribed Shares, the Company has power under its constitutional documents to enter into this Agreement and this Agreement is duly authorised and when duly executed shall constitute valid and legally binding and enforceable obligations of the Company;
 - (c) the Subscribed Shares will rank pari passu in all respects with the existing Shares in issue on the date of allotment and issue of such Subscribed Shares, including the right to receive all dividends and distributions which may be

declared made or paid after such date and are free and clear of all liens, encumbrances, equities or other third party rights; and

- (d) all statements of fact contained in the Placing Announcement are true and accurate in all material respects and not misleading in any material respect in the context of the Placing and all statements of opinion, intention or expectation of the directors of the Company in relation to the Company or any of its Subsidiaries contained therein are truly and honestly held and have been made after due and careful consideration and there is no other fact or matter omitted therefrom the omission of which would make any statement therein misleading in any material respect or which is otherwise material and adverse in the context of the Placing.

7.2 **Warranties repeated:** The representations and warranties set out in Clause 7 are given as at the date hereof and shall be deemed to be repeated by Company at all times up to and including the Completion Date as if given or made at such time, with reference in each case to the facts and circumstances then subsisting. The Company undertakes up to and until the Completion Date or the earlier termination of this Agreement to notify the Placing Agent of any matter or event coming to its attention prior to the Completion Date which would or would reasonably be considered to render or have rendered any of the representations and warranties made by it set out in Clause 7.1 untrue, inaccurate or misleading in any material respect. The Company shall not, and shall use its best endeavours to procure that no member of the Group shall, at any time prior to or on the Completion Date do or omit to do anything which may cause any of the representation and warranties made by it and set out in Clause 7.1 to be untrue.

7.3 **No claims:** No claim shall be made against the Placing Agent or any person, appointed as a sub-placing agent pursuant to Clause 2.3 by the Company to recover any damage, cost, charge or expense which the Company may suffer or incur by reason of or arising from the carrying out by the Placing Agent of the work to be done by it pursuant hereto or the performance of its obligations hereunder or otherwise in connection with the Placing provided that such damage, cost, charge or expense is not suffered or incurred directly or indirectly as a result of any fraud, default or negligence on the part of the Placing Agent or in connection with a breach by the Placing Agent of the provisions of this Agreement.

7.4 **No merger:** The foregoing provisions of this Clause 7 shall remain in full force and effect notwithstanding completion of the Placing.

8. TERMINATION

8.1 **Termination:** Notwithstanding anything contained in this Agreement, if, at any time prior to 12:00 noon on the Completion Date, in the opinion of the Placing Agent the success of the Placing or the business or financial condition of the Group would or is likely to be materially and adversely affected by:

- (a) any material breach of any of the representations and warranties set out in Clause 7.1; or

- (b) any suspension in dealings in or the listing of the Shares on the Stock Exchange for a period of more than five trading days (other than in connection with the Placing); or
- (c) any of the following events:
 - (i) the introduction of any new law or regulation or any change in existing laws or regulations or change in the interpretation or application thereof; or
 - (ii) the occurrence of any event, development or change (whether or not local, national or international or forming part of a series of events or changes occurring or continuing before, on and/or after the date hereof and including an event or change in relation to or a development of an existing state of affairs) of a political, military, industrial, financial, economic or other nature, whether or not sui generis with any of the foregoing, resulting in a material adverse change in, or which might be expected to result in a material adverse change in, political, economic or stock market conditions; or
 - (iii) the imposition of any moratorium, suspension or material restriction on trading in securities generally on the Stock Exchange occurring due to exceptional financial circumstances or otherwise; or
 - (iv) a change or development involving a prospective change in taxation in Hong Kong or the People's Republic of China or the implementation of exchange controls which shall or might materially and adversely affect the Group or its present or prospective shareholders in their capacity as such; or
 - (v) any change or deterioration in the conditions of local, national or international securities markets occurs,

then and in any such case, the Placing Agent may terminate this Agreement without liability to the Company by giving notice in writing to the Company, provided that such notice is received by the Company prior to 12:00 noon on the Completion Date.

- 8.2 **Termination:** In the event that the Placing Agent terminates this Agreement pursuant to Clause 8.1, all obligations of each of the Parties under this Agreement, save for Clause 9.1, shall cease and determine and no Party shall have any claim against any other Party in respect of any matter arising out of or in connection with this Agreement except for any breach arising prior to such termination.

9. **GENERAL**

- 9.1 **Announcements:** Save for the Placing Announcement and save as required by law or by the Stock Exchange or the SFC, the Company hereby undertakes to use its best

endeavours to procure that no public announcement or communication to the press, the Stock Exchange or the shareholders of the Company concerning the Company and/or its Subsidiaries which is material in relation to the Placing shall be made by or on behalf of the Company between the date hereof and the Completion Date without prior written approval from the Placing Agent as to the content, timing and manner of making thereof, such approval not to be unreasonably withheld or delayed.

9.2 **Time of the essence:** Any time, date or period mentioned in this Agreement may be extended by mutual agreement between the Company and the Placing Agent but, as regards any time, date or period originally fixed or any date or period so extended as aforesaid, time shall be of the essence.

9.3 **Waiver:** No failure or delay by any Party in exercising any right, power or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of the same preclude any further exercise thereof or the exercise of any other right, power or remedy. Without limiting the foregoing, no waiver by any Party of any breach of any provision hereof shall be deemed to be a waiver of any subsequent breach of that or any other provision hereof.

9.4 **Counterparts:** This Agreement may be executed in any number of counterparts by the Parties hereto on separate counterparts, each of which when executed shall constitute an original and all of which when taken together shall constitute one and the same document.

10. NOTICES

10.1 **Notices:** All notices delivered hereunder shall be in writing in the English language and shall be communicated to the following addresses :-

If to the Company, to:

Address : Shop 203, Kin Sang Commercial Centre, Kin Sang Estate,
Tuen Mun, New Territories, Hong Kong
Facsimile :
Attention : Board of Directors

If to the Placing Agent to:

Address : Room 16B, 16/F, Bank of East Asia Harbour View Centre, 56
Gloucester Road, Wanchai, Hong Kong
Facsimile : (852) 3426 2674
Attention : Mr Antony Kwok

10.2 **Deemed service:** Any such notice shall be served either by hand or by facsimile. Any notice shall be deemed to have been served, if served by hand, when delivered and if sent by facsimile, on receipt of confirmation of transmission. Any notice received on a day which is not a Business Day shall be deemed to be received on the next Business Day.

11. **GOVERNING LAW**

- 11.1 **Hong Kong Law:** This Agreement is governed by and shall be construed in accordance with the laws of Hong Kong for the time being in force and the Parties hereby irrevocably submit to the non-exclusive jurisdiction of the Hong Kong courts in connection herewith.

AS WITNESS the hands of the duly authorised representatives of the Parties on the day and year first before written.

EXECUTION PAGE

SIGNED BY)

for and on behalf of)
GOLDWAY EDUCATION GROUP)
LIMITED)

in the presence of)

) *For and on behalf of*
) **GOLDWAY EDUCATION GROUP LIMITED**
) **金源教育集團有限公司**

) 
)
) *Authorized Signature(s)*

EXECUTION PAGE

SIGNED BY

for and on behalf of
Cheong Lee Securities Limited
in the presence of

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For and on behalf of
CHEONG LEE SECURITIES LIMITED
昌利證券有限公司



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Authorized Signature(s)