

DATE: 28th May 2024

**MADISON HOLDINGS GROUP LIMITED
(as Vendor)**

AND

**CVP FINANCIAL GROUP LIMITED
(as Purchaser)**

AND

**TING PANG WAN RAYMOND
(as Purchaser's Guarantor)**

**AGREEMENT FOR SALE AND PURCHASE
OF 38% OF THE ISSUED SHARE CAPITAL OF
HACKETT ENTERPRISES LIMITED**

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THIS AGREEMENT is made on the 28th day of May 2024

BETWEEN:

- (1) **MADISON HOLDINGS GROUP LIMITED**, a company incorporated in the Cayman Islands with limited liability and having its registered office at Cricket Square Hutchins Drive, P.O. Box 2681, Grand Cayman, KY1-1111, Cayman Islands and its head office and principal place of business in Hong Kong at Unit 26-28, 8/F, One Island South, 2 Heung Yip Road, Wong Chuk Hang, Hong Kong (the “**Vendor**”);
- (2) **CVP FINANCIAL GROUP LIMITED**, a company incorporated in British Virgin Islands with limited liability and having its registered office at Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands (the “**Purchaser**”); and
- (3) **TING PANG WAN RAYMOND**, holder of Hong Kong identity card no. K973285(3) of 8/F, Block D, 1-3 Magazine Gap Road, Grenville House, Mid-Levels, Hong Kong (the “**Purchaser’s Guarantor**”).

WHEREAS:

- (A) Hackett Enterprises Limited (the “**Company**”) is a company incorporated in the Republic of Seychelles with limited liability and as at the date hereof, the Company has an authorised share capital of US\$1,000,000 divided into 1,000,000 shares of a single class each with a par value of US\$1.00 each (each a “**Share**”), of which 100 shares have been issued and are fully paid up or credited as fully paid. As at the date of this Agreement, the Company is legally and beneficially owned as to 77% by the Vendor, 18% by Apex Treasure International Limited and 5% by Atlantis China Star Fund Limited. Further details of the Company and its subsidiaries are set out in Part A and Part B of Schedule 1.
- (B) The Vendor is a company incorporated in the Cayman Islands with limited liability, the issued shares of which are listed on GEM of the Stock Exchange (as defined below) (stock code: 8057).
- (C) The Purchaser is a company incorporated in the British Virgin Islands with limited liability and is wholly and beneficially owned by the Purchaser’s Guarantor.
- (D) As at the date hereof, the Vendor is indebted to the Purchaser’s Guarantor in the sum of approximately HK\$107.3 million (the “**Loan**”).
- (E) The Vendor has agreed to sell and the Purchaser has agreed to purchase 38 Shares (the “**Sale Shares**”), representing 38% of the issued share capital of the Company subject to and upon the terms and conditions of this Agreement.

NOW IT IS HEREBY AGREED as follows:

1. INTERPRETATION

1.1 In this Agreement (including the Recitals), unless the context otherwise requires or permits, the following words and expressions shall have the meanings ascribed to each of them respectively below:

“Business Day”	any day (other than a Saturday, Sunday or public holiday) on which licensed banks in Hong Kong are generally open for business throughout their normal business hours
“Company”	has the meaning ascribed thereto in Recital (A)
“Completion”	completion of the sale and purchase of the Sale Shares in accordance with the terms and conditions of this Agreement
“Completion Date”	the date referred to in Clause 5.1 (<i>Completion</i>) (or such other date as the parties hereto shall agree in writing)
“Consideration”	has the meaning ascribed thereto in Clause 4.1
“Deed of Adherence”	the deed of adherence to be executed by the Purchaser upon Completion pursuant to which the Purchaser shall agree with each of the shareholders of the Company to comply with and to be bound by all of the provisions under the Shareholders’ Agreement
“Deed of Set-Off”	the deed of set-off to be executed among the Vendor, the Purchaser and the Purchaser’s Guarantor upon Completion, pursuant to which the parties thereto shall irrevocably and unconditionally agree that the Consideration for the Sale Shares payable by the Purchaser shall be set off against the equivalent amount of the Loan on a dollar-for-dollar basis, such deed shall be substantially in the form set out in Schedule 4
“Encumbrance”	any mortgage, charge, pledge, lien, (otherwise than arising by statute or operation of law), hypothecation or other

	encumbrance, priority or security interest, deferred purchase, title retention, leasing, sale-and-repurchase or sale-and-leaseback arrangement whatsoever over or in any property, assets or rights of whatsoever nature and includes any agreement for any of the same
“GEM Listing Rules”	Rules Governing the Listing of Securities on GEM of the Stock Exchange
“Group”	the Company and its subsidiaries and the expression “ Group Company ” and “ Group Companies ” shall be construed accordingly
“Hong Kong”	the Hong Kong Special Administrative Region of the PRC
“Irrevocable Undertaking”	the irrevocable undertaking to be given by the Purchaser and the Purchaser’s Guarantor in favour of the Vendor pursuant to which the Purchaser shall irrevocably and unconditionally vest to the Vendor and the Purchaser’s Guarantor shall procure the Purchaser to irrevocably and unconditionally vest to the Vendor, among others, all of the voting rights enjoyed by the Purchaser in respect of its equity interests in the Company from time to time and the Purchaser’s right to nominate director(s) of the Company (if applicable)
“Loan”	has the meaning ascribed thereto in Recital (D)
“PRC”	The People’s Republic of China, which for the purpose of this Agreement, shall exclude Hong Kong, the Macau Special Administrative Region of the PRC and Taiwan
“Purchaser Warranties”	the representations and warranties given by the Purchaser as set out in Schedule 3
“Sale Shares”	has the meaning ascribed thereto in Recital (E)
“SFC”	Securities and Futures Commission of Hong Kong

“Share”	has the meaning ascribed thereto in Recital (A)
“Share Charge”	the share charge over 77 shares of the Company dated 27 May 2019 duly executed by the Vendor in favour of Kingston Finance Limited
“Shareholders’ Agreement”	the shareholders’ agreement entered into among Software Research Associates Inc., Insight Financial Group Limited, Ting Pang Wan Raymond, Kwan Tong Enterprises Ltd, Zhang Xiaodong and Hackett Enterprises Limited dated 28 July 2016 relating to the management of the Company
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“subsidiary(ies)”	subsidiary(ies) of the Company, details of which are set out in Part B of Schedule 1
“this Agreement”	this agreement for the sale and purchase of the Sale Shares, as amended from time to time
“Vendor Warranties”	the representation and warranties set out in the Schedule 2
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong
“US\$”	United States dollars, the lawful currency of the United States of America

1.2 References herein to Clauses and Schedule are to clauses in and schedule to this Agreement unless the context requires otherwise and the Schedule to this Agreement shall be deemed to form part of this Agreement.

1.3 The expressions the “Vendor”, the “Purchaser” and the “Purchaser’s Guarantor” shall, where the context permits, include their respective successors and personal representatives.

1.4 The headings are inserted for convenience only and shall not affect the construction of this Agreement.

1.5 Unless the context requires otherwise, words importing the singular include the plural and vice versa and words importing a gender include every gender.

2. SALE AND PURCHASE OF THE SALE SHARES

- 2.1 Subject to and upon the terms and conditions of this Agreement, the Vendor shall as beneficial owner sell and the Purchaser shall purchase the Sale Shares with effect from Completion together with all rights attaching thereto including but not limited to all dividends and distributions declared, made or paid in respect thereof at any time on or after the Completion Date.
- 2.2 The Vendor shall not be obliged to sell and the Purchaser shall not be obliged to purchase any of the Sale Shares unless the sale and purchase of all the Sale Shares are completed simultaneously.

3. CONDITIONS

- 3.1 The Purchaser shall and shall procure that its agents shall forthwith upon the signing of this Agreement conduct such review of the assets, liabilities, operations and affairs of the Company as it may reasonably consider appropriate and the Vendor shall provide and procure the Company and its agents to provide such assistance as the Purchaser or its agents may reasonably require in connection with such review.
- 3.2 Completion shall be conditional upon and subject to:
- (1) the Purchaser being reasonably satisfied with the results of the due diligence review to be conducted under Clause 3.1;
 - (2) all necessary consents and approvals required to be obtained on the part of the Vendor in respect of this Agreement and the transactions contemplated hereunder having been obtained and remain in full force and effect, including the passing by the independent shareholders of the Vendor, at an extraordinary general meeting of the Vendor to be convened and held in accordance with the requirements of the GEM Listing Rules, of such resolutions to approve this Agreement and the transactions contemplated hereunder;
 - (3) all necessary consents and/or approvals required to be obtained on the part of the Purchaser in respect of this Agreement and the transactions contemplated hereby having been obtained and remain in full force and effect; and
 - (4) the Vendor Warranties remaining true and accurate and not misleading in all material respects; and
 - (5) the Purchaser Warranties remaining true and accurate and not misleading in all material respects.
- 3.3 The Purchaser shall use its reasonable endeavours to procure the fulfillment of the conditions set out in Clauses 3.2(3) and (5) and the Vendor shall use its reasonable endeavours to procure the fulfillment of the conditions set out in Clauses 3.2(2) and (5).

3.4 Save for the conditions set out in Clauses 3.2(1) and (4) which may at any time be waived by the Purchaser in writing, and the condition set out in Clause 3.2(5) which may at any time be waived by the Vendor in writing, all other conditions set out in Clause 3.2 are incapable of being waived. If the conditions set out in Clause 3.2 have not been satisfied (or as the case may be, waived by the Purchaser or the Vendor) on or before 28 August 2024 (or such later date as may be agreed between the parties hereto), this Agreement shall cease and determine (save and except Clauses 6 (*Restriction on Announcements*), 11 (*Notices*), 17 (*Costs*) and 20 (*Governing Law and Jurisdiction*)) and thereafter neither party shall have any obligations and liabilities towards each other hereunder save for any antecedent breaches of the terms hereof.

4. **CONSIDERATION**

4.1 The consideration (the “**Consideration**”) for the sale and purchase of the Sale Shares shall be in the sum of HK\$56.4 million, which shall be settled by the Purchaser to the Vendor in accordance with Clause 4.2 upon Completion.

4.2 Payment of the Consideration shall be effected by the Purchaser, as directed by the Vendor, directly towards setting off the same amount due by the Vendor to the Purchaser’s Guarantor under the Loan on a dollar to dollar basis and such payment shall constitute a full and complete discharge of the Purchaser’s obligations to pay the Consideration.

5. **COMPLETION**

5.1 Upon fulfillment of all the conditions set out in Clause 3.2 (*Conditions*), Completion shall take place on the date falling on the third Business Day after the fulfillment of the conditions set out in Clause 3.2 (*Conditions*), or such other date as the Parties may agree, at such place as the Parties may agree when all the acts and requirements set out in this Clause 5, shall be complied with.

5.2 At Completion, the Vendor shall deliver or cause to be delivered to the Purchaser and/or the Purchaser’s Guarantor (as the case may be):

- (a) instrument of transfer in respect of the transfer of the Sale Shares duly executed by the Vendor in favour of the Purchaser (or its nominee);
- (b) original share certificate(s) in respect of the Sale Share;
- (c) copy, certified by a director of the Vendor, of resolutions of the board of directors of the Vendor approving this Agreement and the transactions contemplated hereunder and other documents necessary for the purpose of effecting this transaction and authorising a person or persons to execute the same (with seal, where appropriate) for and on its behalf;

- (d) copy, certified by a director of the relevant Group Company, respectively, as true and complete, of the resolutions of the board of directors of the relevant Group Company referred to in Clause 5.3; and
- (e) the Deed of Set-Off duly executed under seal by the Vendor.

5.3 The Vendor shall use its reasonable endeavours to procure a meeting of the board of directors of the Company to be held at which resolutions shall be passed for the approval for the transfer of the Sale Shares to the Purchaser (or its nominee) and the registration of such transfer, subject to the relevant instrument of transfer being duly presented for registration.

5.4 At Completion, the Purchaser shall:

- (a) deliver to the Vendor instrument of transfer in respect of the Sale Shares duly executed by the Purchaser (or its nominee);
- (b) deliver to the Vendor and the Purchaser's Guarantor the Deed of Set-Off duly executed under seal by the Purchaser;
- (c) deliver to the Vendor the Deed of Adherence duly executed under seal by the Purchaser;
- (d) deliver to the Vendor the Irrevocable Undertaking duly executed under seal by the Purchaser; and
- (e) deliver to the Vendor a copy, certified as true and complete by a director of the Purchaser, of resolutions of the board of directors of the Purchaser approving this Agreement and the transactions contemplated hereunder and other documents necessary for the purpose of effecting this transaction and authorising a person or persons to execute the same (with seal, where appropriate) for and on its behalf.

5.5 At Completion, the Purchaser's Guarantor shall:

- (a) deliver to the Vendor and the Purchaser the Deed of Set-Off duly executed by the Purchaser's Guarantor; and
- (b) deliver to the Vendor the Irrevocable Undertaking duly executed under seal by the Purchaser's Guarantor.

5.6 In the event that the Vendor or the Purchaser shall fail to do anything required to be done by them under Clauses 5.2, 5.3, 5.4 and/or 5.5, without prejudice to any other right or remedy available to the Vendor or the Purchaser (as the case may be), the Vendor or the Purchaser (as the case may be) may:

- (a) defer Completion to a day not more than 28 days after the date fixed for Completion, or upon mutual consent by the Vendor and the Purchaser;

- (b) proceed to Completion so far as practicable but without prejudice to the Vendor's or the Purchaser's right (as the case may be) to the extent that the Vendor or the Purchaser (as the case may be) shall not have complied with their obligations hereunder; or
- (c) terminate this Agreement, upon which this Agreement shall cease to be of any effect except for Clauses 6 (*Restriction on Announcements*), 11 (*Notices*), 17 (*Costs*) and 20 (*Governing Law and Jurisdiction*) which shall remain in force and save in respect of claims arising out of any antecedent breach of this Agreement.

6. RESTRICTION ON ANNOUNCEMENTS

- 6.1 Each of the parties hereto undertakes to the other that it will not, at any time after the date of this Agreement, divulge or communicate to any person other than to its professional advisers, or when required by law or any rule of any relevant stock exchange body, or to its respective officers or employees whose province it is to know the same any confidential information concerning the business, accounts, finance or contractual arrangements or other dealings, transactions or affairs of any of the others which may be within or may come to its knowledge and it shall use its best endeavours to prevent the publication or disclosure of any such confidential information concerning such matters.
- 6.2 No public announcement or communication of any kind shall be made in respect of the subject matter of this Agreement unless specifically agreed between the parties hereto or unless an announcement is required pursuant to the applicable law and the regulations or the requirements of the Stock Exchange, SFC or any other regulatory body or authority. Any announcement by any party hereto required to be made pursuant to any relevant law or regulation or the requirements of the Stock Exchange, SFC or any other regulatory body or authority shall be issued only after such prior consultation with the other party as is reasonably practicable in the circumstances.

7. WARRANTIES

- 7.1 The Vendor hereby represents and warrants to the Purchaser that the Vendor Warranties are true and correct in all material respects at the date of signing of this Agreement and that the Vendor Warranties shall survive Completion.
- 7.2 The Vendor hereby agrees that each of the Vendor Warranties shall be construed as a separate and independent representation and warranty and, except where expressly otherwise stated, no provision in any Vendor Warranties shall govern or limit the extent or application of any other provision in any Vendor Warranties.
- 7.3 The Purchaser hereby acknowledges that, save for the Vendor Warranties, the Vendor shall not provide any other warranties in relation to the Group Companies, the Sale Shares, and any other matters relating to the transactions contemplated hereunder.

- 7.4 The Purchaser hereby represents and warrants to the Vendor that the Purchaser Warranties are true and correct in all material respects at the date of signing of this Agreement and that the Vendor Warranties shall survive Completion.
- 7.5 The Purchaser hereby agrees that each of the Purchaser Warranties shall be construed as a separate and independent representation and warranty and, except where expressly otherwise stated, no provision in any Purchaser's Warranties shall govern or limit the extent or application of any other provision in any Purchaser's Warranties.
- 7.6 The Vendor hereby acknowledges that, save for the Purchaser Warranties, the Purchaser shall not provide any other warranties in relation to any other matters relating to the transactions contemplated hereunder.

8. UNDERTAKING

At any time after Completion, should the Purchaser exercise its rights as a shareholder of the Company to nominate any person(s) to be appointed as director(s) of the Company, the Purchaser irrevocably and unconditionally undertakes that it shall exercise such right in such manner as directed by the Vendor.

9. GUARANTEE

- 9.1 The Purchaser's Guarantor hereby unconditionally and irrevocably guarantees, as a continuing obligation, the due and punctual payment and performance of the Purchaser's payment obligations hereunder and the due and punctual performance and observance by the Purchaser of all of its other obligations contained hereunder.
- 9.2 Without prejudice to the guarantee contained in Clause 9.1, the Purchaser's Guarantor hereby unconditionally and irrevocably undertakes, as a separate, primary, additional and continuing obligation, to indemnify the Company against all losses, liabilities, damages, costs and expenses whatsoever arising out of any failure by the Purchaser to make due and punctual payment and performance of its obligations hereunder or in the due and punctual performance and observance of all other obligations hereunder. This indemnity shall remain in effect notwithstanding that the guarantee under Clause 9.1 may cease to be valid or enforceable against the Purchaser's Guarantor for any reason whatsoever. The Purchaser's Guarantor confirms, agrees and consents that the Vendor shall have the right to request the Purchaser's Guarantor to perform all such obligations of the Purchaser under this Agreement which the Purchaser fails to perform as if the Purchaser's Guarantor was in place of the Purchaser under this Agreement and/or claim against the Purchaser's Guarantor for any of the Purchaser's default of its liabilities.
- 9.3 Each and every obligation, covenant, representation, warranty and undertaking of the Purchaser and the Guarantor provided herein shall be the joint and several obligations, covenants, representation, warranties and undertakings of each of the Purchaser's Guarantor and the Purchaser shall be at liberty to release, compound with or otherwise vary or agree to vary the liability of, or to grant time or other

indulgence, or make other arrangement with the Purchaser or the Purchaser's Guarantor without the consent of or notice to the others and without prejudicing, affecting the right, remedy and power of the Vendor against the other.

10. FURTHER ASSURANCE

The Vendor shall at the cost of the Purchaser execute, do and perform or procure to be executed, done and performed by other necessary parties all such further acts, agreements, assignments, assurances, deeds and documents as the Purchaser may reasonably require to vest effectively the legal and beneficial ownership of the Sale Shares in the Purchaser.

11. NOTICES

11.1 Each notice, demand or other communication given, made or serve under this Agreement shall be in writing and delivered or sent to the relevant party by prepaid postage (by airmail if to another country), facsimile transmission, email or personal delivery to its address, fax number or email address as set out below (or such other address or fax number as the addressee has by five (5) days' prior written notice specified to the other party):

To the Vendor: Madison Holdings Group Limited

Address : Units 26-28, 8/F, One Island South, 2
Heung Yip Road, Wong Chuk Hang,
Hong Kong

Fax Number : (852) 2200 9199

Attention : The board of directors

To the Purchaser: CVP Financial Group Limited

Address : Unit 701-2, Everbright Centre, 108
Gloucester road, Wanchai, Hong
Kong

Fax Number : (852) 3890 9411

Attention : The board of directors

To the Purchaser's Guarantor: Mr. Ting Pang Wan Raymond

Address : Unit 701-2, Everbright Centre, 108
Gloucester road, Wanchai, Hong
Kong

Fax Number : (852) 3890 9411

11.2 Each notice, demand or other communication given, made or serve under this Agreement shall be deemed to have been given and received by the relevant party (i) within two (2) days after the date of posting, if sent by local mail; four (4) days after the date of posting, if sent by airmail; (ii) when delivered, if delivered by hand; and (iii) on despatch, if sent by facsimile transmission and by email.

12. TIME AND NO WAIVER

Time shall in every respect be of the essence of this Agreement but no failure on the part of any party hereto to exercise, and no delay on its part in exercising any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right under this Agreement preclude any other or further exercise of it or the exercise of any other right(s) or prejudice or affect any right(s) against any other parties hereto under the same liability, whether joint, several or otherwise. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

13. INVALIDITY

If at any time any one or more of the provisions of this Agreement is/are or become(s) illegal, invalid or unenforceable in any respect under laws of any jurisdiction, the legality, validity or enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

14. AMENDMENTS

This Agreement shall not be amended, supplemented or modified except by instruments in writing signed by each of the parties hereto.

15. ASSIGNMENT

This Agreement shall be binding on and enure to the benefit of each party hereto and its respective successors and permitted assigns provided that none of the parties hereto shall assign or transfer or purport to assign or transfer any of its rights or obligations hereunder without the prior written consent of the other parties.

16. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties hereto with respect to the matters dealt with herein and supersedes any previous agreements, arrangements, statements or transactions between the parties hereto in relation to the subject matters hereof.

17. COSTS

Each party hereto shall bear its own costs and expenses (including legal fees) incurred in connection with the preparation, negotiation, execution and performance of this Agreement and all documents incidental or relating to Completion.

18. COUNTERPARTS

This Agreement may be entered into in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of parties hereto may execute this Agreement by signing any such counterparts.

19. CONTRACTS (RIGHTS OF THIRD PARTIES) ORDINANCE

Notwithstanding any other provisions of this Agreement, a person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) to enforce any provisions of this Agreement.

20. GOVERNING LAW AND JURISDICTION

20.1 This Agreement shall be governed by and construed in accordance with the laws of Hong Kong.

20.2 The parties hereto hereby irrevocably submit to the non-exclusive jurisdiction of the courts of Hong Kong.

IN WITNESS WHEREOF this Agreement has been executed on the day and year first above written.

THE VENDOR

SIGNED by Kuo Kwan)

for and on behalf of)

MADISON HOLDINGS GROUP LIMITED)

in the presence of:)



THE PURCHASER

SIGNED by Ting Pang Wan Raymond)

for and on behalf of)

CVP FINANCIAL GROUP LIMITED)

in the presence of:)



THE PURCHASER'S GUARANTOR

SIGNED by)

TING PANG WAN RAYMOND)

in the presence of:)



SCHEDULE 1

Part A

Details of the Company

Company name:	Hackett Enterprises Limited	
Place of incorporation:	Republic of Seychelles	
Company no.:	152761	
Date of incorporation:	3 September 2014	
Registered office:	Vistra Corporate Services Centre, Suite 23, 1st Floor, Eden Plaza, Eden Island, Mahe, Republic of Seychelles	
Authorised capital:	a maximum of 1,000,000 shares of a single class with par value of US\$1.00 each	
Issued capital:	-100- Shares of US\$1.00 each	
Shareholder(s):	Madison Holdings Group Limited	77 shares (77%)
	Apex Treasure International Limited	18 shares (18%)
	Atlantis China Star Fund Limited	5 shares (5%)
Director(s):	Mr. JI Zu Guang	
Nature of business:	Investment holding	

Part B

Details of the Subsidiaries

Company name:	Starlight Financial Holdings Limited 中國星火金融控股有限公司
Place of incorporation:	Hong Kong
Company no.:	1612366
Date of incorporation:	3 June 2011
Registered office:	Room 826-828, 8/F., One Island South, 2 Heung Yip Road, Wong Chuk Hang, Hong Kong
Authorised capital:	HK\$234,000,000
Issued capital:	234,000,000 shares
Shareholder(s):	Hackett Enterprises Limited 163,800,000 shares (70%) Gold Kingdom Holdings Limited 58,500,000 shares (25%) Profounders Project I Limited 11,700,000 shares (5%)
Director:	Mr. JI Zu Guang Mr. JIANG Tian Mr. LIU Zhiwei Mr. LIU Haoyuan
Company Secretary:	Madison Investment (China) Limited 美迪森投資(中國)有限公司
Nature of business:	Investment holding

Company name: Wine Financier Limited 醴酒貸有限公司

Place of incorporation: Hong Kong

Company no.: 2143453

Date of incorporation: 11 September 2014

Registered office: Room 826-828, 8/F., One Island South, 2 Heung Yip Road,
Wong Chuk Hang, Hong Kong

Authorised capital: HK\$10,000

Issued capital: 10,000 shares

Shareholder(s): Hackett Enterprises Limited 10,000 shares
(100%)

Director: Mr. JI Zu Guang

Company Secretary: Madison Investment (China) Limited
美迪森投資(中國)有限公司

Nature of business: Financing services

Company name: Ace Dynamic Limited 奇躍有限公司

Place of incorporation: Hong Kong

Company no.: 1612332

Date of incorporation: 3 June 2011

Registered office: Room 826-828, 8/F., One Island South, 2 Heung Yip Road,
Wong Chuk Hang, Hong Kong

Authorised capital: HK\$1

Issued capital: 1 share

Shareholder(s): Starlight Financial Holdings Limited 1 share
中國星火金融控股有限公司 (100%)

Director: Mr. Ji Zu Guang

Company Secretary: Madison Investment (China) Limited
美迪森投資(中國)有限公司

Nature of business: Investment holding

Company name: Treasure Like Holdings Limited

Place of incorporation: Hong Kong

Company no.: 1863822

Date of incorporation: 15 February 2013

Registered office: Room 826-828, 8/F., One Island South, 2 Heung Yip Road,
Wong Chuk Hang, Hong Kong

Authorised capital: HK\$1

Issued capital: 1 share

Shareholder(s): Starlight Financial Holdings Limited 1 share
中國星火金融控股有限公司 (100%)

Director: Mr. JI Zu Guang

Company Secretary: Madison Investment (China) Limited
美迪森投資(中國)有限公司

Nature of business: Loan financing

Company name: City Eagle Holdings Limited 欣穎控股有限公司

Place of incorporation: Hong Kong

Company no.: 1622490

Date of incorporation: 27 June 2011

Registered office: Room 826-828, 8/F., One Island South, 2 Heung Yip Road,
Wong Chuk Hang, Hong Kong

Authorised capital: HK\$100

Issued capital: 100 shares

Shareholder(s): Starlight Financial Holdings Limited 100 shares
中國星火金融控股有限公司 (100%)

Director: Mr. Ji Zu Guang

Company Secretary: Madison Investment (China) Limited
美迪森投資(中國)有限公司

Nature of business: Investment holding

Company name: Top Synergy Holdings Limited 極盛控股有限公司

Place of incorporation: Hong Kong

Company no.: 1668917

Date of incorporation: 3 October 2011

Registered office: Room 826-828, 8/F., One Island South, 2 Heung Yip Road,
Wong Chuk Hang, Hong Kong

Authorised capital: HK\$1

Issued capital: 1 share

Shareholder(s): Starlight Financial Holdings Limited 1 share
中國星火金融控股有限公司 (100%)

Director: Mr. Ji Zu Guang

Company Secretary: Madison Investment (China) Limited
美迪森投資(中國)有限公司

Nature of business: Investment holding

Name : 重庆润坤企业管理咨询有限公司

Enterprise type : Wholly foreign owned enterprise

Date of incorporation : 17 June 2013

Place of incorporation : The People's Republic of China

Business licence number : 91500000068286009D

Legal address : 北部新区星光大道 62 号海王星科技大厦 C 区 3 楼

Legal representative : 蒲学远

Directors : 蒲学远

Supervisors : 万小伟

Total investment : HKD14,000,000

Registered capital : HKD10,000,000

Shareholders and equity : Ace Dynamic Limited 100%
奇躍有限公司

Business scope : 企业管理咨询、商贸信息咨询、科技、环保信息咨询
服务，以承接服务外包方式从事信息技术支持管理，
人力资源服务，数据处理等信息和业务流程外包服务

Name : 重庆市两江新区润通小额贷款有限公司

Enterprise type : Wholly foreign owned enterprise

Date of incorporation : 18 October 2011

Place of incorporation : The People's Republic of China

Business licence number : 91500000584252884K

Legal address : 重庆市渝北区黄山大道中段 52 号渝兴广场 B2 幢
18 楼 1 号

Legal representative : 邓芸

Directors : 邓芸(董事长)
朱钦 (董事)
柳昊远 (董事)

Supervisors : 石志军

Total investment : RMB30,000,000

Registered capital : USD30,000,000

Shareholders and equity : City Eagle Holdings Limited 100%
欣颖控股有限公司

Business scope : 在重庆市范围内开展各项贷款、票据贴现、资产转
让和以自有资金在全国范围内进行股权投资。上述
业务的开展必须符合监管制度规定。其中，股权投
资余额不得超过注册资本的 30%(按许可证核定的
范围和期限从事经营)

Name : 康润企业管理咨询（重庆）有限公司

Enterprise type : Wholly foreign owned enterprise

Date of incorporation : 13 December 2011

Place of incorporation : The People's Republic of China

Business licence number : 915000005868782747

Legal address : 重庆市江北区复盛镇正街（政府大楼）3-11(两江新区)

Legal representative : 蒲学远

Directors : 蒲学远(执行董事)

Supervisors : 万小伟

Total investment : RMB700,000

Registered capital : US\$500,000

Shareholders and equity : Top Synergy Holdings Limited 100%
極盛控股有限公司

Business scope : 接受金融机构委托对信贷逾期户及信用卡透支户进行提醒通知服务（不含金融信息服务）；企业管理咨询，商贸信息咨询，营销、图文（广告除外）设计咨询，软件开发咨询，科技信息咨询

Name : 上海康锴商务咨询有限公司

Enterprise type : Limited Liability Company

Date of incorporation : 10 December 2013

Place of incorporation : The People's Republic of China

Business licence number : 91310230086157446K

Legal address : 上海市崇明县北沿公路 2111 号 4 幢 111-12 (崇明森林旅游园区)

Legal representative : 蒲学远

Directors : 蒲学远 (执行董事)

Supervisors : 万小伟

Total investment : RMB1,000,000

Registered capital : RMB1,000,000

Shareholders and equity : 康润企业管理咨询 (重庆) 有限公司 100%

Business scope : 许可项目: 各类工程建设活动。(依法须经批准的项目, 经相关部门批准后方可开展经营活动, 具体经营项目以相关部门批准文件或许可证件为准) 一般项目: 商务信息咨询 (不含投资类咨询), 市场营销策划, 文化办公用品、纸制品、计算机软硬件及辅助设备的销售, 非居住房地产租赁。(除依法须经批准的项目外, 凭营业执照依法自主开展经营活动)

Name : 重庆铠岳商业管理有限公司

Enterprise type : Domestic Company

Date of incorporation : 6 September 2016

Place of incorporation : The People's Republic of China

Business licence number : 91500114MA5U7JLP10

Legal address : 重庆市奉节县草堂镇生态工业园区盛园路 1 号
408-25

Legal representative : 蒲学远

Directors : 蒲学远 (执行董事)

Supervisors : 万小伟

Total investment : Nil

Registered capital : RMB500,000

Shareholders and equity : 康润企业管理咨询 (重庆) 有限公司 99%
上海康锴商务咨询有限公司 1%

Business scope : 商业管理；商贸信息咨询、国际经济、科技、环保
信息咨询服务；以承接服务外包方式从事信息技术
支持管理、人力资源服务、数据处理等信息和业务
流程外包服务

SCHEDULE 2

THE VENDOR WARRANTIES

1. The Vendor is the beneficial owner of the Sale Shares. The Sale Shares represent the 38% of issued share capital in the Company as at Completion. Save for and subject to the Share Charge, the Sale Shares are free from all Encumbrances and the same is freely transferable by the Vendor without the consent, approval, permission, licence or concurrence of any third party.
2. The Vendor has full power and authority to enter into and perform this Agreement, the Deed of Set-Off and the provisions of this Agreement and the Deed of Set-Off, when executed, will constitute valid and binding obligations on the Vendor in accordance with its terms.
3. The execution and delivery of, and the performance by the Vendor of its obligations under, this Agreement and the Deed of Set-Off will not result in a breach of any order, judgment or decree of any court or governmental agency to which the Vendor is a party or by which it is bound.

SCHEDULE 3

THE PURCHASER WARRANTIES

1. The Purchaser has full power and has obtained all necessary approval, authorisation and consents to enter into and perform its obligations under this Agreement, the Deed of Set-Off, and the provisions of this Agreement and the Deed of Set-Off, when executed, will constitute valid and binding obligations on the Purchaser in accordance with its terms.
2. The Purchaser has taken all necessary corporate and other actions to authorise the entering into and performance of this Agreement and the Deed of Set-Off and to carry out the transactions respectively contemplated;
3. The execution and delivery of, and the performance by the Purchaser of its obligations under, this Agreement and the Deed of Set-Off will not result in a breach of any order, judgment or decree of any court or governmental agency to which the Purchaser is a party or by which it is bound.

SCHEDULE 4

DEED OF SET-OFF