

DATED 24 August 2023

JIADING INTERNATIONAL GROUP HOLDINGS LIMITED
(as Company)

AND

QUAM SECURITIES LIMITED
(as Sole Placing Agent)

PLACING AGREEMENT

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THIS PLACING AGREEMENT is made on 24 August 2023 (“**Agreement**”)

BETWEEN:

- (1) **JIADING INTERNATIONAL GROUP HOLDINGS LIMITED**, a company incorporated in Bermuda with its registered office at Clarendon House 2 Church Street Hamilton HM11 Bermuda and its principal place of business is at Room 1104A, 11/F, Kai Tak Commercial Building, 317–319 Des Voeux Road Central, Sheung Wan, Hong Kong (“**Company**”); and
- (2) **QUAM SECURITIES LIMITED**, a company incorporated in Hong Kong with limited liability and licensed in Hong Kong to carry out Types 1, 2, 4, 6 and 9 regulated activities under the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong) and with its registered office at 5/F and 24/F (Rooms 2401 and 2412), Wing On Centre, 111 Connaught Road Central, Hong Kong (“**Sole Placing Agent**”).

RECITALS:

- (A) The Company has at the date of this Agreement an authorized share capital of HK\$100,000,000 divided into 25,000,000,000 Shares (as defined below) of which 1,528,456,305 Shares have been issued and are fully paid up or credited as fully paid up. As at the date of this Agreement, all the issued Shares are listed on GEM of the Stock Exchange (as defined below).
- (B) The Shareholders have passed resolution at the annual general meeting on 25 July 2023 to grant the general mandate the Directors to allot, issue and deal with up to 20% of the then issued shares of the Company (being 1,528,456,305 Shares) as at the date of passing such resolution, which is equivalent to up to 305,691,261 Shares. As no new share is issued under the general mandate since the date of grant on 25 July 2023, the number of new Shares which could be allotted and issued by the Company under the general mandate as at the date hereof is 305,691,261 Shares. The Placing Shares (as defined below) will be allotted and issued under the aforesaid general mandate. Accordingly, the issue of the Placing Share is not subject to the approval of the Shareholders.
- (C) The Company has resolved by resolution of its Board to increase the Company’s capital and shareholder base and the Company has agreed to appoint the Sole Placing Agent and the Sole Placing Agent has agreed to act as the Company’s sole agent for the Placing.
- (D) The Company proposes to offer for subscription and the Sole Placing Agent as the sole placing agent of the Company has agreed to procure on a best endeavor basis, not less than six (6) Placees (as defined below) to subscribe for the Placing Shares on the terms and subject to the conditions of this Agreement.

NOW IT IS HEREBY AGREED as follows:

1. DEFINITIONS

- 1.1 In this Agreement (including the Recitals) the following expressions (except where the context otherwise requires) shall have the respective meanings set out below:

“Admission” the granting of approval by the Stock Exchange for the listing of, and permission to deal in, all of the Placing Shares on the GEM of the Stock Exchange

“agreed draft” a document or agreement which is in form and substance reasonably to the satisfaction of the Company and the Sole Placing Agent.

“Announcement” the announcement in relation to the Placing in the agreed draft and proposed to be issued by the Company as soon as practicable following the execution of this Agreement which is available on the website of the Stock Exchange.

“associate” has the meaning as ascribed to it under the Listing Rules.

“Board” the board of directors of the Company.

“Business Day” a day (other than a Saturday, a Sunday or public holiday or any day on which a tropical cyclone warning signal no. 8 or above is hoisted or remains hoisted between 9:00 a.m. and 12:00 noon and is not lowered at or before 12:00 noon or on which a “black” rainstorm warning signal is hoisted or remains in effect between 9:00 a.m. and 12:00 noon and is not discontinued at or before 12:00 noon) on which licensed banks in Hong Kong are open for business throughout their normal business hours.

“CCASS” the Central Clearing and Settlement System

	established and operated by Hong Kong Securities Clearing Company Limited.
“Companies Ordinance”	the Companies Ordinance (Chapter 622 of the Laws of Hong Kong).
“Completion”	completion of the Placing as provided in Clause 6.
“Completion Date”	the date falling within five (5) Business Days following the day on which the condition set out in Clause 3.1 is satisfied (or such later date as may be agreed between the parties hereto in writing).
“Connected Person”	has the meaning as ascribed to it under the Listing Rules.
“Group”	the Company and its subsidiaries.
“Hong Kong”	the Hong Kong Special Administrative Region of the People’s Republic of China.
“Listing Rules”	the Rules Governing the Listing of Securities on the GEM of the Stock Exchange.
“Long Stop Date”	by 4:00 p.m. (Hong Kong time) on 14 September 2023 or such later date and time as the parties hereto may agree in writing.
“Placee(s)”	any individual(s), corporate(s), institutional investor(s) or other investors procured by or on behalf of the Sole Placing Agent to subscribe for any of the Placing Shares pursuant to the Sole Placing Agent’s obligations under this Agreement.
“Placing”	the offer by way of private placing of the Placing Shares by or on behalf of the Sole Placing Agent to the Placee(s), on a best endeavor basis, on the terms and subject to the conditions set out in this Agreement.
“Placing Letter”	the letter to be sent by the Sole Placing Agent to the proposed Placee(s) in the

agreed draft.

“Placing Price”	the price of HK\$0.10 per Placing Share (exclusive of any brokerage, SFC transaction levy, Stock Exchange trading fee and the Financial Reporting Council transaction levy as may be payable by the Placee(s)).
“Placing Shares”	up to 305,691,261 new Shares to be allotted and issued pursuant to the terms and conditions of this Agreement which will rank <i>pari passu</i> in all respects with the Shares in issue as at the date of allotment of the Placing Shares and each, a “Placing Share” .
“SFC”	the Securities and Futures Commission of Hong Kong.
“Share(s)”	ordinary share(s) of HK\$0.004 each in the capital of the Company.
“Stock Exchange”	The Stock Exchange of Hong Kong Limited.
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong.

1.2 Words and expressions defined in the Companies Ordinance shall unless the context otherwise requires have the same meanings in this Agreement.

1.3 In this Agreement, including the Recitals:

- (1) references to recitals and clauses are to recitals and clauses of this Agreement;
- (2) a reference to a statute or statutory provision includes a reference:
 - (a) to that statute or statutory provision as from time to time modified or re-enacted;
 - (b) to any repealed statute or statutory provision which it re-enacts (with or without modification); and
 - (c) to any subordinate legislation made under the relevant statute;

- (3) references to the singular include references to the plural and vice versa;
- (4) references to any gender include references to all genders;
- (5) references to persons include references to bodies corporate, unincorporated associations and partnerships; and
- (6) headings to clauses are for convenience only and do not affect interpretation of this Agreement.

2. THE PLACING

- 2.1 The Company hereby appoints the Sole Placing Agent, upon and subject to the terms and conditions of this Agreement, as its sole placing agent to procure on a best endeavor basis not less than six (6) Placee(s) to subscribe for the Placing Shares at the Placing Price (exclusive of brokerage (if any), such transaction levy as may be payable by the Placee(s) to the SFC for the Placing Shares and such trading fee as may be payable by the Placee(s) to the Stock Exchange for the Placing Shares). The Placing Shares shall be offered by way of Placing Letter by the Sole Placing Agent to the Placee(s) (other than as agreed between the Sole Placing Agent and the Company). The Company acknowledges that the Sole Placing Agent may carry out the Placing itself and/or at its own expenses, appoint its sub-placing agent(s) to procure the purchasers to subscribe for the Placing Shares. All fees, commissions, costs, charges and expenses of such sub-placing agent(s) shall be paid and borne by the Sole Placing Agent out of the commissions, costs, charges and expenses payable by the Company under Clause 9. The Placing Agent shall procure that the sub-placing agent(s) shall comply with all relevant obligations to which the Placing Agent is subject to under the terms of this Agreement and the Sole Placing Agent shall be primarily responsible and liable for all acts and actions of the sub-placing agent(s).
- 2.2 The Sole Placing Agent undertakes to the Company that it will confine all statements it makes during the course of these communications strictly within the limits of the information contained in the Announcement.
- 2.3 The aggregate number of the Placing Shares to be placed by the Sole Placing Agent shall not exceed 305,691,261 Shares.
- 2.4 Any transaction properly carried out by the Sole Placing Agent pursuant to this Agreement shall constitute a transaction carried out by the Sole Placing Agent at the request of the Company and as its agent and not on account of or for the Sole Placing Agent. The Sole Placing Agent shall not be responsible for any loss or damage (except for any loss or damage arising out of any fraud, wilful act or default or gross negligence on the part of the Sole Placing Agent, or any sub-placing agents appointed by the Sole Placing Agent) to the Company arising

directly or indirectly from any such transaction (other than as a result of non-compliance by the Sole Placing Agent with their obligations under this Agreement) at which the Placing Shares are issued hereunder.

- 2.5 The Company hereby confirms that the foregoing appointment confers on the Sole Placing Agent all powers, authorities and discretion on its behalf which are necessary for, or incidental to, the Placing and hereby agrees to ratify and confirm any act which the Sole Placing Agent (or its sub-placing agent(s)) shall or may lawfully and reasonably do or have done pursuant to or in anticipation of the terms and conditions of this Agreement subject to the provisions herein.

3. CONDITION

- 3.1 The obligations of the Sole Placing Agent under Clause 2 and the obligations of the Company under Clause 7 are conditional upon (i) the Admission being obtained and not subsequently being revoked and (ii) all necessary consents and approvals to be obtained on the part of the Sole Placing Agent and the Company in respect of this Agreement and the transactions contemplated hereunder having been obtained.
- 3.2 Each of the Company and the Sole Placing Agent shall use their respective best endeavours to procure the satisfaction of the conditions set out in Clause 3.1 by the Long Stop Date, but if the condition shall not be so satisfied, all rights, obligations and liabilities of the Sole Placing Agent and of the Company hereunder shall cease and terminate and the Sole Placing Agent shall be released from all obligation hereunder and none of the parties hereto shall have any claim against the other in relation thereto (save in respect of any antecedent breach of any obligation under this Agreement).

4. ANNOUNCEMENT

- 4.1 The Company shall release the Announcement for publication as soon as practicable after execution of this Agreement.
- 4.2 Subject to any requirements of the Stock Exchange, SFC or other regulatory authorities, none of the parties hereto shall, directly or indirectly, make any announcement or communication other than the Announcement in relation to this Agreement or any matter ancillary thereto without the prior written consent of the other (such consent not to be unreasonably withheld or delayed).

5. LISTING

The Company undertakes to the Sole Placing Agent that it will apply to the Stock Exchange for the Admission and the Sole Placing Agent agrees to, or procure its sub-placing agent(s) to, sign any documents or take any action as may be required in connection with such application for the Admission (including but not limited

to promptly supply to the Stock Exchange and/or the SFC such information as may be requested by the Stock Exchange and/or the SFC).

6. COMPLETION

- 6.1 Completion shall take place at the principal place of business of the Company in Hong Kong at 4:00 p.m. on the Completion Date (or such later date, time and place as the parties hereto may agree in writing) when all (but not part) of the following businesses shall be transacted.
- 6.2 As soon as practicable and in any event no less than five (5) Business Days before the Completion Date, the Sole Placing Agent will deliver to the Stock Exchange and the Company (and/or the SFC, if requested) details of the Placee(s) procured to subscribe for the Placing Shares including, *inter alia*, their names, addresses and denominations (in board lots or otherwise) in which the Placing Shares are to be registered and, where relevant, the CCASS accounts to which the Placing Shares are to be credited, and furthermore (if requested by the Stock Exchange and/or the SFC) together with acknowledgments signed by each of the Placees confirming, *inter alia*, that such Placee (and any of their nominees or beneficial owners) is independent of the Company and its subsidiaries and not connected with any of the connected persons (as defined under the Listing Rules) of the Company or any of their respective associates (as defined under the Listing Rules).
- 6.3 On the Completion Date:
- (1) the Sole Placing Agent will effect payment and pay to a bank account designated by the Company/or by way of cheque(s) direct to the Company in the sum equivalent to the aggregate amount payable for the total number of Placing Shares sold on behalf of the Company by the Sole Placing Agent less all fees payable to the Sole Placing Agent under Clause 9;
 - (2) the Company shall, against receipt of payment, allot and issue the Placing Shares in accordance with the memorandum and articles of association of the Company, all applicable laws and the rules and regulations of the Stock Exchange to the Placee(s) and/or the Sole Placing Agent and/or as they may direct in accordance with the details delivered by the Sole Placing Agent to the Company pursuant to Clause 6.2 and shall promptly thereafter register such Placee(s) and/or the Sole Placing Agent or their respective nominee(s) as holders of the Placing Shares; and
 - (3) the Company shall deliver or cause to be delivered to the Sole Placing Agent the share certificate(s) in respect of the Placing Shares placed by the Sole Placing Agent in favour of the persons so registered pursuant to Clause 6.3(2) and in accordance with their respective entitlements thereto

or, where the Sole Placing Agent has designated an investor participant or CCASS participant stock account for deposit of the Placing Shares, evidence to the satisfaction of the Sole Placing Agent that such documents and instructions required to effect the crediting of such Placing Shares in favour of the persons so registered have been signed or given, as the case may be.

7. REPRESENTATIONS AND UNDERTAKINGS OF THE COMPANY

The Company represents, warrants and undertakes to the Sole Placing Agent that:

- (1) the Company is duly incorporated and validly existing under the laws of the Cayman Islands;
- (2) the entire existing issued share capital of the Company is listed on the GEM of the Stock Exchange;
- (3) subject to the fulfillment of the condition set out in Clauses 3.1 and 3.2, the Company has full power and authority to issue the Placing Shares;
- (4) the Placing Shares, when allotted and issued, will be fully paid up and will rank *pari passu* in all respects with the existing Shares in issue as at the date of allotment and issue of the Placing Shares and the Placing Shares, when issued, will be free from all liens, charges, encumbrances, claims, options or other third party rights together with all rights attaching thereto as at the date of allotment and issue of the Placing Shares including but not limited to the rights to receive all future dividends and other distributions thereafter declared, made or paid; and
- (5) the Company shall notify the Sole Placing Agent of any matter or event coming to its attention prior to the Completion Date which shows any of the representations, warranties and undertaking to be or to have been untrue, inaccurate or misleading in any material respect.

8. INDEMNITY

The Company undertakes to indemnify, upon demand, the Sole Placing Agent, against reasonable costs, expenses (including reasonable and legal fees on a full indemnity basis), fees, claims, actions, liabilities, demands, proceedings or judgments (including, but not limited to, all such losses, costs, charges or expenses suffered or incurred in disputing or defending any proceedings and/or in establishing its rights to be indemnified pursuant to this Clause 8 and/or in seeking advice in relation to any proceedings) brought or established against either of the Sole Placing Agent by any Placee or by any governmental agency, regulatory body or other person arising out of or in connection with any breach of any of the warranties and representations contained in Clause 7 and which does

not in any such case arise from the Sole Placing Agent's or its respective sub-placing agent's negligence, breach of this Agreement, fraud, bad faith or willful default.

9. COMMISSION AND EXPENSES

9.1 In consideration of the services of the Sole Placing Agent in relation to the Placing and provided that Completion occurs in accordance with Clause 6, the Company shall pay to the Sole Placing Agent a commission of 2% of the amount which is equal to the Placing Price multiplied by the number of the Placing Shares successfully placed by or on behalf of the Sole Placing Agent (and any of its sub-placing agent(s)) on behalf of the Company in pursuance of its obligations herein which the Sole Placing Agent is hereby authorized to deduct from the payment to be made by it to the Company at Completion pursuant to Clause 6.3(1). All commission in connection with the appointment of any sub-placing agent(s) shall be borne by the Sole Placing Agent absolutely.

9.2 In addition to the placing commission referred to in Clause 9.1:

- (1) other than brokerage (if any), such transaction levy as may be payable to the SFC for the Placing Shares and such trading fee as may be payable to the Stock Exchange for the Placing Shares which shall be borne and payable by the Placees, the Company shall pay all fees payable to the Stock Exchange arising from the creation and issuance of the Placing Shares in accordance with the terms of this Agreement, any and all fees payable to the SFC, and all charges, fees and expenses of the Company's share registrar including (without limitation) their fees and expenses in allotting and issuing the Placing Shares, and the issuance of definitive share certificates therefor, to the Placee(s) or, where applicable, the Sole Placing Agent or their respective nominees, all of which amounts the Sole Placing Agent is hereby authorised to deduct from the payment to be made by it to the Company pursuant to this Agreement; and
- (2) the Company shall bear all out-of-pocket expenses (including but not limited to fees charged in respect of CCASS transactions) reasonably and properly incurred by the Sole Placing Agent in relation to the Placing, which, if ascertained at Completion, the Sole Placing Agent is hereby authorised to deduct from the payment to be made to the Company pursuant to this Agreement.

9.3 Without prejudice to the generality of Clause 9.2, the Company will be responsible to pay all costs and expenses (including legal expenses) incurred by it in connection with:

- (1) the preparation and release of the Announcement (which will be arranged by the Company itself) and the negotiation, preparation and completion of

this Agreement; and

- (2) the issue of the Placing Shares (excluding any trading fee and transaction levy as may be payable by the Placee(s) to the Stock Exchange and the SFC respectively for the Placing Shares).

10. REPRESENTATIONS AND UNDERTAKINGS OF THE SOLE PLACING AGENT

10.1 The Sole Placing Agent represents, warrants and undertakes to the Company that:

- (1) in each jurisdiction in which the Sole Placing Agent solicits subscription for the Placing Shares, the Sole Placing Agent will do so in accordance with all relevant laws or regulations in force in such jurisdiction. The Placing Shares shall not be offered to or placed in circumstances which would constitute an offer to the public in Hong Kong within the meanings of the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Chapter 32 of the Laws of Hong Kong) or in any other place or in any manner in which the securities laws or regulations of any place may be infringed;
- (2) the Sole Placing Agent shall procure not less than six (6) Placees for the subscription of the Placing Shares at the Placing Price upon and subject to the terms and conditions of this Agreement;
- (3) to the best knowledge, information and belief of the Sole Placing Agent (after due and careful enquiries), the Placee(s) and their respective ultimate beneficial owners shall be third party(ies) independent of the Company and its subsidiaries and not connected with any of the Connected Person of the Company or any of their respective associates;
- (4) the Sole Placing Agent will make available and promptly supply, or procure the relevant Placee(s) to make available and promptly supply, to the Stock Exchange and the SFC or any other regulatory authority all information in relation to the Placee(s) which may be required by the Stock Exchange, the SFC and/or any other regulatory authority;
- (5) the Sole Placing Agent will ensure the fulfillment and compliance of all applicable rules and regulations of the Stock Exchange in relation to its role as Sole Placing Agent for the Placing, and, if required, will issue appropriate written confirmation of such fulfillment and compliance;
- (6) the Sole Placing Agent has not made and will 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 been disclosed to the public in writing;

- (7) none of the Placees to be procured by the Sole Placing Agent falls or will, upon Completion, fall under the category of a “US person” under the United States Securities Act of 1933;
- (8) none of the Placees to be procured by the Sole Placing Agent will, immediately upon Completion, become a substantial shareholder (within the meaning of the Listing Rules) of the Company;
- (9) the Sole Placing Agent, the sub-placing Agent and its ultimate beneficial owners are not connected with the Company and its subsidiaries and not connected with any of the Connected Person of the Company or any of their respective associates; and
- (10) the Sole Placing Agent will require and use its reasonable endeavours to procure sub- placing agent or other person through whom it may, directly or indirectly, effect the Placing to observe the foregoing provisions of this Clause 10.

11. TERMINATION

11.1 Notwithstanding anything contained in this Agreement, the Sole Placing Agent may, in its reasonable opinion, after consultation with the Company, terminate this Agreement (without liability) by notice in writing to the Company at any time prior to 12:00 noon on the Completion Date upon the occurrence of the following events:

- (1) there is any change in national, international, financial, exchange control, political, economic conditions in Hong Kong which in the reasonable opinion of the Sole Placing Agent would be materially adverse in the consummation of the Placing; or
- (2) there is any breach of the warranties, representations and undertakings given by the Company in this Agreement and such breach is considered by the Sole Placing Agent on reasonable grounds to be material in the context of the Placing; or
- (3) there is any new law and regulation or change in existing laws and regulations or any change in the interpretation or application thereof by any court or other competent authority in Hong Kong or any other jurisdiction relevant to the Group and if in the reasonable opinion any such new law or change may adversely affect the business or financial position of the Group; or

- (4) any litigation or claim being instigated against the Group, which has or may have an adverse material effect on the business or financial position of the Group and which in the Sole Placing Agent's reasonable opinion would adversely affect the success of the Placing

- 11.2 The Company may, in its reasonable opinion, after consultation with the Sole Placing Agent, terminate this Agreement by notice in writing to the Sole Placing Agent at any time up to 12:00 noon on the Completion Date if there is a breach of the warranties, representations and undertakings given by the Sole Placing Agent in this Agreement and such breach is considered by the Company on reasonable grounds to be material.
- 11.3 Upon termination of this Agreement pursuant to this Clause 11, all liabilities of the parties hereto hereunder shall cease and determine and no party hereto shall have any claim against the other party in respect of any matter or thing arising out of or in connection with this Agreement save in respect of any antecedent breach of any obligation under this Agreement.

12. GENERAL PROVISIONS

- 12.1 Any date or period in this Agreement may be changed by written agreement of the parties but as regards any date or period (whether or not amended or changed as aforesaid) time shall be of the essence of this Agreement. All dates and times in this Agreement shall be referenced to Hong Kong time.
- 12.2 Each of the parties hereto undertakes to the other to execute all such documents and to do or procure to be done all such other acts and things as may be necessary to give the other party the full benefit of this Agreement.
- 12.3 This Agreement shall be binding on and endure for the benefit of the successors of the parties but assignment may only be made after prior written consent of the other party has been given.
- 12.4 Any right or remedy conferred on any party for breach of this Agreement (including the breach of any representations and warranties) shall be in addition and without prejudice to all other rights and remedies available to it in respect of that breach and the exercise of or failure to exercise any right or remedy in respect of such breach shall not, save as provided herein, constitute a waiver by such party of any other right or remedy it may have in respect of that breach.
- 12.5 Any provision of this Agreement which is capable of being performed after Completion but which has not been performed at or before Completion and all the representations and warranties contained in this Agreement shall remain in full force and effect notwithstanding Completion.

- 12.6 This Agreement constitutes the entire agreement between the parties hereto with respect to its subject matter (no party having relied on any representation or warranty made by the other party with respect thereto which is not contained in this Agreement) and this Agreement supersedes all and any previous agreements, arrangements or understandings between the parties hereto relating to the matters referred to in this Agreement and all such previous agreements, arrangements or understandings (if any) shall cease and determine with effect from the date hereof.
- 12.7 No variation of this Agreement shall be effective unless made in writing and signed by each of the parties hereto.
- 12.8 If at any time any provision of this Agreement is or becomes illegal, void or unenforceable in any respect, the remaining provisions hereof shall in no way be affected or impaired thereby.
- 12.9 This Agreement may be executed by the parties hereto in any number of counterparts and on separate counterparts, each of which when so executed shall be deemed an original but all of which shall constitute one and the same instrument and be binding on all parties. Any party executing this Agreement on a facsimile copy counterpart shall deliver the original of the counterpart to the other party within two days after the same was sent by facsimile.

13. NOTICES

- 13.1 All notices delivered hereunder shall be in writing and shall be delivered by hand or despatched by first class post or by facsimile transmission at the address or fax number of the relevant party set out below:

To the Company

Address : Room 1104A, Kai Tak Commercial Building,
317-319 Des Voeux Road Central, Hong Kong

Phone Number : (852) 3709 9354

Attention : Mr. Mou Zhongwei

To the Sole Placing Agent

Address : 5/F and 24/F (Rooms 2401 and 2412), Wing On
Centre, 111 Connaught Road Central, Hong Kong

Fax Number : (852) 2125 7705

Attention : ECM Department

- 13.2 Any such notice shall take effect in the case of delivery by hand upon delivery, in the case of despatch by local mail 24 hours after posting, and in the case of facsimile, on production of a transmission report by the machine from which the facsimile was sent which indicates that the facsimile was sent in its entirety to the

facsimile number of the recipient specified in Clause 13.1.

14. GOVERNING LAW, JURISDICTION AND SERVICE OF PROCESS

- 14.1 This Agreement shall be governed by, and construed in accordance with, the laws of Hong Kong.
- 14.2 Each party hereto irrevocably agrees that the courts of Hong Kong (“**Courts**”) shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning this Agreement and any matter arising therefrom.
- 14.4 Each party hereto agrees that without preventing any other mode of service, any document in an action (including, but not limited to, any writ of summons or other originating process or any third or other party notice) may be served on any party by being delivered to or left for that party at its address for service of notices under Clause 13 and each party hereto undertakes to maintain such an address at all times in Hong Kong and to notify the other party in advance of any change from time to time of the details of such address in accordance with the manner prescribed for service of notice under Clause 13.

15. THIRD PARTY RIGHTS

Unless otherwise provided in this Agreement, a person or company 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 term of this Agreement. Notwithstanding any term of this Agreement, the consent of any person who is not a party to this Agreement is not required to rescind or vary this Agreement at any time

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[Execution page follows]

IN WITNESS WHEREOF this Agreement has been entered into the day and year first above written.

THE COMPANY

SIGNED

for and on behalf of

**JIADING INTERNATIONAL GROUP
HOLDINGS LIMITED**

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Signature of authorised person

Mou Zhongwei

Name of authorised person

Director

Office held

THE SOLE PLACING AGENT

SIGNED

for and on behalf of

QUAM SECURITIES LIMITED

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Signature of authorised person

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CHIU Chun Kit Calvin

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Name of authorised person

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Director

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Office held