

Dated the 2<sup>nd</sup> day of January 2024

(1) **GRAND TALENTS GROUP HOLDINGS LIMITED**

**AND**

(2) **GLOBAL MASTERMIND SECURITIES LIMITED**

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Placing Agreement  
relating to placing of shares of  
**Grand Talents Group Holdings Limited**

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**THIS AGREEMENT** is made on the 2<sup>nd</sup> day of January 2024

**BETWEEN:**

- (1) **GRAND TALENTS GROUP HOLDINGS LIMITED**, a company incorporated in the Cayman Islands with limited liability, whose registered office is situated at Windward 3, Regatta Office Park, P.O. Box 1350, Grand Cayman KY1-1108, Cayman Islands (the "**Company**"); and
- (2) **GLOBAL MASTERMIND SECURITIES LIMITED**, a company incorporated in Hong Kong, whose registered office is situated at Unit 1201-02, 12/F, West Tower, Shun Tak Centre, 168-200 Connaught Road Central, Hong Kong (the "**Placing Agent**").

**WHEREAS:**

- (A) As at the date of this Agreement, the Company, a company incorporated in the Cayman Islands with limited liability, whose shares are listed on GEM (as defined below) (Stock Code: 8516), has an authorised share capital of HK\$20,000,000 divided into 200,000,000 Shares (as defined below) of a par value of HK\$0.1 each, of which 114,220,000 Shares (as defined below) have been issued and are fully paid or credited as fully paid.
- (B) All of the issued Shares (as defined below) are currently listed on GEM (as defined below).
- (C) The Company has agreed to appoint, and the Placing Agent have agreed to procure, as agents of the Company, the Placees (as defined below) on a best effort basis for subscription and issue of the Placing Shares (as defined below), at the Placing Price (as defined below) upon and subject to the terms set out in this Agreement.
- (D) The Placing Shares (as defined below) are to be allotted and issued to the Placees (as defined below) pursuant to the General Mandate (as defined below).

**THE PARTIES AGREE THAT:**

**1. INTERPRETATION**

- (a) the following definitions are used:

**"acting in concert"** has the meaning as ascribed to it in the Takeovers Codes;

**"Agreement"** means this agreement (including the Recitals) as may be amended, supplemented or modified by the parties hereto from time to time;

<b>"Announcement"</b>	means the announcement to be issued by the Company immediately following the execution of this Agreement in connection with, among others, the Placing;
<b>"Business Day(s)"</b>	means any day(s) (other than a Saturday, Sunday or a public holiday) on which banks are open for business in Hong Kong;
<b>"CCASS"</b>	means Central Clearing and Settlement System established and operated by Hong Kong Securities Clearing Company Limited;
<b>"connected person(s)"</b>	has the meaning ascribed to it under the GEM Listing Rules;
<b>"GEM"</b>	means GEM operated by the Stock Exchange;
<b>"GEM Listing Rules"</b>	means the Rules Governing the Listing of Securities on GEM;
<b>"General Mandate"</b>	means the general mandate granted to the Directors to allot, issue and otherwise deal with up to 22,844,000 Shares, representing 20.0% of the total number of the issued Shares as at the annual general meeting of the Company held on 25 August 2023;
<b>"Group"</b>	means the Company and its subsidiaries;
<b>"HK\$"</b>	means Hong Kong dollars, the lawful currency of Hong Kong;
<b>"Hong Kong"</b>	means the Hong Kong Special Administrative Region, the People's Republic of China;
<b>"Long Stop Date"</b>	means 22 January 2024 (or such later date as the Company and the Placing Agent may agree in writing);
<b>"Placee(s)"</b>	means independent institutional, corporate or individual investor(s) which the Placing Agent will procure on a best effort basis to subscribe for the Placing Shares

pursuant to and in accordance with this Agreement;

**"Placing"** means the placing of the Placing Shares upon and subject to the terms and conditions set out in this Agreement;

**"Placing Completion"** means the actual completion of the Placing upon and subject to the terms and conditions set out in this Agreement;

**"Placing Completion Date"** means a date falling within four (4) Business Days after the fulfilment of all the Placing Conditions or such other date as the Company and the Placing Agent may agree in writing;

**"Placing Condition(s)"** means condition(s) to Placing Completion as set out in Clause 2(iii) of this Agreement;

**"Placing Price"** means HK\$0.1 per Placing Share (exclusive of any brokerage fee, SFC transaction levy, Stock Exchange trading fee and such other fee and levy as may be payable by the Placee(s) in respect of the subscription of the Placing Shares);

**"Placing Share(s)"** means up to a maximum of 22,800,000 Shares to be allotted and issued by the Company under the General Mandate, representing approximately 19.96% of the total issued share capital of the Company as at the date of this Agreement;

**"SFC"** means the Securities and Futures Commission of Hong Kong;

**"SFO"** means The Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong);

**"Shares"** means ordinary share(s) of a par value of HK\$0.1 each of the Company;

**"Stock Exchange"** means The Stock Exchange of Hong Kong Limited;

**"substantial shareholder"** has the meaning ascribed to it under the GEM Listing Rules;

**"Takeovers Codes"** means The Codes on Takeovers and Mergers and Shares Buy-backs issued by the SFC (as may be supplemented and amended from time to time); and

**"%"** means per cent.

- (b) references herein to "paragraph(s)" and "Recital(s)" are to paragraph(s) of and recital(s) to this Agreement;
- (c) words importing the singular include the plural and vice versa, words importing a gender include every gender;
- (d) references to persons shall include references to individuals, bodies corporate or unincorporated, firms, companies, government, state or agencies of a state or any joint venture, association or partnership (whether or not having separate legal personality);
- (e) references to any statute or statutory provision or the GEM Listing Rules shall be construed as references to the same as it may have been, or may from time to time be, amended, modified or re-enacted (if appropriate);
- (f) references to a "company" shall be construed so as to include any company, corporation or other body corporate, wherever and however incorporated or established;
- (g) references to the "parties" and a "party" are to the parties and any party to this Agreement respectively;
- (h) references to writing shall include typewriting, printing, lithography, photograph, telecopying, telex messages and any mode of reproducing words in a legible and non-transitory form; and
- (i) headings are for convenience only and shall not affect the construction of this Agreement.

## **2. APPOINTMENT OF PLACING AGENT**

- (i) The Company hereby appoints the Placing Agent as its agent to procure on a best effort basis, not less than six independent institutional, corporate or individual investors to subscribe for the Placing Shares on and subject to the terms set out in this Agreement. For the avoidance of doubt, the Placing Agent shall have no obligation to take up any Placing Shares in case it fails to procure any Placees to subscribe for the Placing Shares as described under Clause 3(i) below.
- (ii) The Placing Agent shall use its best endeavours to ensure that (i) each of the Placees and/or their respective ultimate beneficial owner(s) is a third party independent of and not connected with, and is not acting in concert with the Company and its connected persons; and (ii) immediately after the Placing, none of the Placees will become a substantial shareholder of the Company.
- (iii) Placing Completion is conditional upon the fulfilment of the following conditions:
  - (a) the GEM Listing Committee of the Stock Exchange having granted the approval for the listing of, and permission to deal in, the Placing Shares;
  - (b) any other necessary consent(s), approval(s) and/or waiver(s) to be obtained on the part of the Placing Agent and the Company in respect of this Agreement and the transactions contemplated hereunder having been obtained; and
  - (c) this Agreement not having been terminated in accordance with its terms.

If any of the foregoing conditions is not fulfilled on or prior to the Long Stop Date, this Agreement shall be terminated and none of the parties to this Agreement shall have any claim against the other for any costs or losses (save for any prior breaches of this Agreement).

### **3. THE PLACING AND THE PLACING AGENT'S UNDERTAKINGS**

- (i) Subject to the terms set out in this Agreement, the Placing Agent shall place, or procure the placing of, the Placing Shares on a best effort basis for up to 22,800,000 Placing Shares, representing approximately 19.96% of the total issued share capital of the Company as at the date of this Agreement at the Placing Price (together with the Stock Exchange trading fee, SFC transaction levy, Financial Reporting Council Transaction Levy, brokerage and such other fee and levy as may be payable by the Placees) in the capacity as the Company's agent.
- (ii) The Placing Agent shall be responsible for its own actions and omissions. The Placing Agent shall be entitled to enforce any or all of its rights under this Agreement.
- (iii) The Placing Agent may carry out the Placing itself and/or through the agency of any other agents ("**Sub-agent(s)**"). Any transaction properly carried out by the Placing Agent pursuant to this Agreement shall constitute a transaction carried out by the Placing Agent at the request of the Company and as its agent and not on account of or for the Placing Agent; provided that the Placing Agent shall be responsible for any loss or damage arising out of any gross negligence, fraud, default or breach on the part of the Placing Agent or any of its affiliates, directors, officers, employees or representatives and; provided further that the Placing Agent shall be responsible for any loss or damage arising out of any gross negligence, fraud, default or breach on the part of any Sub-agents or any of their respective affiliates, directors, officers, employees or representatives of the Sub-agents selected by the Placing Agent. All fees, commissions, costs and expenses of such Sub-agents shall be paid by the Placing Agent out of the commissions payable by the Company under Clause 5(i) of this Agreement. Subject to the terms of this Agreement, the Placing Agent may enter into any agreements with any of such Sub-agents for such purpose which agreements must not contain any terms which are inconsistent with the requirements of this Agreement and should, in particular, contain provisions to the effect that the Sub-agents will comply in all respects with any selling restrictions contained in this Agreement and that the obligations of the Sub-agents may be enforced by the Company as principal or by the Placing Agent, as agent on behalf of the Company.
- (iv) The Placing Agent represents, warrants and undertakes to the Company in respect of itself that:
  - (a) it has the power and authority to enter into and perform this Agreement and that this Agreement has been duly authorised and executed by it and constitutes legally binding obligations of, and enforceable against, it and in entering into this Agreement, it does not do so in breach of any existing obligation or applicable laws, rules and regulations;
  - (b) it shall at all times comply with all rules and guidelines applicable to the Placing

under the GEM Listing Rules, all other applicable laws, rules and regulations and the terms of this Agreement in relation to the Placing;

- (c) it shall make available and promptly supply, or procure the relevant Placee(s) to make available and promptly supply, all such information to the Stock Exchange, the SFC or any other regulatory authority in relation to the Placing (including but not limited to the information of the Placees) as the Stock Exchange, the SFC and/or any other regulatory authority may require for the purpose of or in connection with the GEM Listing Rules and other relevant laws, rules and regulations on a timely basis;
- (d) it has not offered or sold and it shall not, directly or indirectly, offer or sell any Placing Shares or distribute or publish any documents in relation to the Placing in Hong Kong except under circumstances that shall result in compliance with any applicable laws, rules or regulations and all offers and sales of Placing Shares shall be made on such terms;
- (e) it will not offer or sell any of the Placing Shares in any jurisdiction other than Hong Kong while the Placing will be a private placement of securities and 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 meaning of the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32 of the Laws of Hong Kong);
- (f) no action has been or will be taken directly or indirectly in any jurisdiction that would result in a public offering of the Placing Shares and neither it nor persons acting on its behalf will offer any of the Placing Shares otherwise than in compliance with applicable laws, rules and regulations in each jurisdiction in which any such offer takes place (if applicable);
- (g) it will from time to time ensure the fulfilment of and compliance with all applicable laws, rules and regulations of the Stock Exchange and if applicable laws, rules and codes of the SFC in relation to its role as placing agent for the Placing, and, if required, will issue appropriate written confirmation of such fulfilment and compliance;
- (h) it is a licensed corporation under the SFO and, together with its ultimate beneficial owner(s), are third parties independent of and not connected with the Company and its connected persons;
- (i) to the best knowledge, information and belief of the Placing Agent (after due and careful enquiries), each of the Placees and/or their respective ultimate beneficial owner(s) shall be a third party independent of and not connected with, and is not acting in concert with the Company and its connected persons, and none of such Placees will, immediately after the Placing, become a substantial shareholder of the Company;
- (j) it will ensure that the terms and conditions on which the Placees will subscribe for the Placing Shares are covered in precise terms and agreed with each of the Placees and to be in substantially the same form as the placing letter and will

not make any representation in connection with the Placing Shares other than contained in the Announcement or previously approved by the Company;

- (k) it will require any of its Sub-Agents or other persons to or through whom it may effect the Placing or offer or sell any Placing Shares to comply with the foregoing provisions;
- (l) by not later than 4:00 p.m. on the third(3) Business Day immediately prior to the Placing Completion Date (or such later date as agreed by the Company and the Placing Agent in writing), each of the Placing Agent shall deliver to the Company or its professional advisers a list of the Placees procured by it, the number of the Placing Shares to be subscribed by each Placee (together with the duly completed placing letters and confirmations as to their independence, if so required by the Company and/or the Stock Exchange (as the case may be) as soon as practicable and as and when known) and the names, addresses and denominations (in board lots or otherwise) of the Placees in which the Placing Shares are to be registered and, where relevant, the particulars of the CCASS accounts to which those Placing Shares are to be credited; and
- (m) it will, to the extent it may do so, provide (and procure its Sub-Agent(s) to provide) the Company with all assistance necessary to enable the Company to comply with any applicable law, rule, regulation, code or direction of the Stock Exchange, the SFC or any other applicable regulatory body in connection with the Placing.
- (v) The representations and warranties by the Placing Agent contained in Clause 3(iv) above are deemed to be given as at the date hereof and shall remain in full force and effect notwithstanding the allotment and issue of the Placing Shares to the Placees. The Placing Agent hereby undertakes to notify the Company of any matter or event coming to its attention prior to the Placing Completion Date, which shows any relevant representation or warranty to be or to have been untrue, inaccurate or misleading in any material respect at the date hereof or at any time prior to the Placing Completion Date.

#### **4. COMPLETION**

- (i) Subject to the fulfilment of the Placing Conditions, Placing Completion shall take place on the Placing Completion Date in accordance with the following manner:
  - (a) upon the receipt of the subscription monies for the Placing Shares by the Company, the Company shall issue and allot to, or for the benefit of, the Placees such number of fully paid Placing Shares subscribed for by them and shall procure that the Placees or, as appropriate, HKSCC Nominees Limited, are (is) registered on the branch register of members of the Company in Hong Kong in respect thereof;
  - (b) the Company shall provide to the Placing Agent either definitive share certificate(s) issued in the name(s) of the relevant Placee(s) in respect of the relevant number of Placing Shares subscribed for by each Placee or (if requested by a Placee) evidence satisfactory to the Placing Agent that the Company has issued the relevant share certificate(s) in the name of HKSCC Nominees Limited and delivered such certificate(s) to Hong Kong Securities Clearing Company Limited for credit to the CCASS accounts in accordance with the Placees' details



as provided by the Placing Agent pursuant to Clause 3(iv)(l); and

- (c) the Placing Agent (or their nominees or agents) shall, in respect of the Placing Shares, make or procure the making of payment to the Company in cleared funds in Hong Kong dollars of the aggregate Placing Price of the Placing Shares (less the amounts referred to in Clause 5(i)) and such payment shall be made for value to the Company by way of cheque or cashier order or telegraphic transfer.
- (ii) The Company undertakes to do all such acts and things and execute all such deeds and documents as the Placing Agent may reasonably request in order to give effect to the Placing and the terms of this Agreement.

## **5. PAYMENT OF FEES AND COMMISSIONS**

- (i) In consideration of the services of the Placing Agent in relation to the Placing, the Company agrees that:
  - (a) it shall pay to the Placing Agent, as compensation for its services as agent in the Placing, a commission equivalent to 2% of the aggregate gross proceeds from the actual number of the Placing Shares placed by the Placing Agent at the Placing Price, and a fixed documentation fee of HK\$40,000 (such aggregate amount to be deducted from the payment to be made by the Placing Agent to the Company) upon Placing Completion when the subscription monies for the Placing Shares are to be received;
  - (b) it shall indemnify and hold harmless the Placing Agent against any brokerage fees, Stock Exchange trading fee of 0.00565%, Financial Reporting Council Transaction Levy of 0.00015% and SFC transaction levy of 0.0027% and such other fee and levy (if any) payable by the Company in respect of the Placing Shares, such amounts to be deducted from the payment to be made by the Placing Agent to the Company; and
  - (c) the Placing Agent may deduct the full amount of the relevant placing commission, and all reasonable costs and expenses incurred by it and its Sub-agent(s) in connection with or arising out of the Placing, including without limitation, travelling, printing, postage and telecommunications costs from the amount of any subscription monies paid by the Placees.
- (ii) The Company hereby acknowledges that, in addition to the commissions, costs, charges, fees and expenses referred to in Clause 5(i) above, the Placing Agent shall be entitled to keep for its own account any brokerage fees or commission that it may receive from the Placees.
- (iii) Each of the parties hereto shall be respectively liable for all costs and expenses of its own legal and other professional advisers in connection with the preparation, execution and performance of this Agreement.

## **6. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS BY THE COMPANY**

- (i) In agreeing to the terms of this Agreement, the Company represents, warrants and undertakes to the Placing Agent that:
  - (a) the Company has the necessary power and authority and, subject where relevant to the fulfilment of the Placing Conditions, has obtained all necessary consents to enable it to issue the Placing Shares hereunder and this Agreement constitutes valid and legally binding and enforceable obligations of the Company; and
  - (b) the Placing Shares will be issued fully paid up and ranking pari passu in all respects among themselves and with the Shares in issue, including as to the right to receive all dividends and distributions which may be declared made or paid after the Placing Completion Date and will be issued free and clear of all liens, encumbrances, equities or other third party rights.
- (ii) The foregoing representations, warranties and undertakings given by the Company shall be deemed to be repeated on the Placing Completion Date in material respects as if given or made on such date, with reference in each case to the facts and circumstances then subsisting. The Company undertakes to notify the Placing Agent of any matter or event coming to its attention prior to the Placing Completion Date which shows or renders or may show or render any of the representations, warranties and undertakings to be or to have been untrue, inaccurate or misleading in any material respect.

## **7. RECESSION**

- (i) If any of the following events occurs at any time prior to 10:00 a.m. on the Placing Completion Date, the Placing Agent may by giving a written notice to the Company, at any time prior to 10:30 a.m. on the Placing Completion Date rescind this Agreement without liability to the Company or any thereof and, subject to Clauses 8(i) and (ix) and 9 which survive termination and shall continue to have full force and effect, this Agreement shall thereupon cease to have effect and none of the parties hereto shall have any rights or claims by reason thereof, save for any antecedent breaches:
  - (a) in the reasonable opinion of the Placing Agent, there shall have been since the date of this Agreement such a change in national or international financial, political or economic conditions or taxation or exchange controls, which would have a material adverse effect on the Placing;
  - (b) the introduction of any new law, rule or regulation or any change in existing law, rule or regulation (or the judicial interpretation thereof) or other occurrence of any matter whatsoever, which may materially and adversely affect the business or the financial or trading position or prospects of the Group as a whole;
  - (c) any material breach of any of the representations and warranties set out in Clause 6 above comes to the knowledge of the Placing Agent or any event occurs or any matter arises on or after the date hereof and prior to 10:00 a.m. on the Placing Completion Date which if it had occurred or arisen before the date hereof would have rendered any of such representations and warranties untrue or incorrect in any material respect or there has been a material breach by the Company of any other provision of this Agreement; or

- (d) there is any adverse change in the business or in the financial or trading position of the Company taken as a whole which are in the reasonable opinion of the Placing Agent material in the context of the Placing.

## **8. GENERAL**

- (i) The Placing Agent confirms that all information and documents received in connection with the Placing will be regarded as strictly confidential and will be treated accordingly by the Placing Agent and/or any Sub-Agent(s) appointed by it. Nothing herein shall restrict disclosure of information which is required by any applicable laws, rules or regulations (including but not limited to the GEM Listing Rules and the SFO) or by any regulatory authority (including but not limited to the Stock Exchange and the SFC) or an order of a court of competent jurisdiction.
- (ii) All provisions of this Agreement shall so far as they are capable of being performed or observed continue in full force and effect notwithstanding completion of this Agreement except in respect of those matters then already performed.
- (iii) Time shall be of the essence of this Agreement.
- (iv) This Agreement shall be binding on and ensure for the benefit of the successors of each of the parties hereto and shall not be assignable or transferred by any party except with consent of the other parties.
- (v) This Agreement constitutes the entire agreement between the parties hereto with respect to its subject matter (neither party having relied on any representation or warranty made by the others which is not contained in this Agreement) and no variation of this Agreement shall be effective unless made in writing and signed by all of the parties hereto.
- (vi) This Agreement supersedes all and any previous agreements, arrangements or understanding between the parties hereto relating to the matters referred to in this Agreement and all such previous agreements, understanding or arrangements (if any) shall cease and determine with effect from the date hereof.
- (vii) If any provision of this Agreement is found to be invalid, illegal or unenforceable, then such provision shall be construed, to the extent feasible, so as to render the provision enforceable and to provide for the consummation of the transactions contemplated hereby on substantially the same terms as originally set forth herein, and if no feasible interpretation would save such provision, it shall be severed from the remainder of this Agreement, which shall remain in full force and effect unless the severed provision is essential to the rights or benefits intended by the parties hereto. In such event, the parties hereto shall use best efforts to negotiate, in good faith, a substitute, valid and enforceable provision or agreement which most nearly effects the parties' intent in entering into this Agreement.
- (viii) This Agreement may be executed in any number of counterparts by the parties hereto and all of which when taken together shall constitute one and the same document.

- (ix) This Agreement shall be governed by and construed in accordance with the laws of Hong Kong and the parties hereto hereby irrevocably submit to the non-exclusive jurisdiction of the courts of the Hong Kong.
- (x) Unless expressly provided to the contrary in this Agreement, a person who is not a party to this Agreement has no right under Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) to enforce or to enjoy the benefit of any term of this Agreement. The rights of the parties hereto to terminate, rescind or agree any variation, waiver or settlement under this Agreement are not subject to the consent of any other person.

## **9. NOTICES**

- (i) All notices required or permitted to be given hereunder shall be given in writing in English delivered personally or sent by pre-paid registered post or by facsimile or by email to the party due to receive such notice at its address, facsimile number or email address set out hereinbelow, or to such other address, facsimile number or email address as the relevant party shall have notified to the other party hereto in accordance with the terms hereof:

### **The Company**

Address	Office 15, 9/F, Mega Cube, No. 8 Wang Kwong Road, Kowloon, Hong Kong
Fax	+852 2692-3968
Email	benipcs@gmail.com
Attn	Mr. Ben Ip

### **The Placing Agent**

Address	Unit 1201-02, 12/F, West Tower, Shun Tak Centre, 168-200 Connaught Road Central, Hong Kong
Fax	+852 2618-9806
Email	cs@globalmsec.com
Attn	Ms. Cora Lau

- (ii) Time of receipt of notice: Any notice delivered personally shall be deemed to be received when delivered and any notice sent by pre-paid registered post shall be deemed (in the absence of evidence of earlier receipt) to be received two (2) days after posting and in proving the time of despatch it shall be sufficient to show that the envelope containing such notice was properly addressed, stamped and posted. Any notice sent by facsimile shall be deemed to have been received upon 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 and provided that a hard copy of the notice so served by facsimile was posted or delivered by hand on the same day as the notice was served by facsimile or on the immediately subsequent day. Any notice sent by electronic mail shall be deemed to be received when at least one of the relevant

email addresses of the person to whom the communication is made has received in the electronic mail in legible form. Any notice received or deemed to be received on a Saturday, Sunday or public holiday in Hong Kong shall be deemed to have been received on the next Business Day.

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

**THE COMPANY**

SIGNED BY Ip Chu Shing

duly authorised for and on behalf of

**GRAND TALENTS GROUP HOLDINGS LIMITED**

in the presence of

*For and on behalf of*  
**Grand Talents Group Holdings Limited**  
**廣駿集團控股有限公司**

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

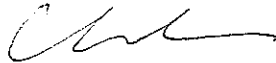
**THE PLACING AGENT**

SIGNED BY HO Ken Hon

duly authorised for and on behalf of

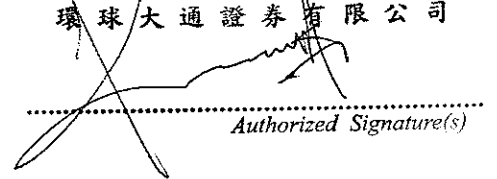
**GLOBAL MASTERMIND SECURITIES LIMITED**

in the presence of *Chong Che Lam*



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*For and on behalf of*  
**GLOBAL MASTERMIND SECURITIES LIMITED**  
**環球大通證券有限公司**

  
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*Authorized Signature(s)*