



KWOK YIH & CHAN  
郭葉陳律師事務所

# Share Sale and Purchase Agreement

Dated 28 January 2022

**Mr. Ho Cheuk Fai**  
(the “Vendor”)

and

**Benefit Master Limited**  
(the “Purchaser”)

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## Details

**Interpretation** – Definitions are at the end of the general terms of this agreement

<b>Parties</b>	<b>Vendor and Purchaser</b>	
<b>Vendor</b>	Name	Mr. Ho Cheuk Fai
	Address	Flat E-1, 1st and 2nd Floors, Shatin Heights, 8003 Tai Po Road, Shatin, New Territories, Hong Kong
	Email	chairman@karrie.com
	Fax	2415-1608
<b>Purchaser</b>	Name	Benefit Master Limited
	Incorporated in	The BVI
	Registered office	Corporate Registrations Limited Sea Meadow House, P. O. Box 116, Road Town, Tortola, the BVI
	Correspondence address	10/F., Southeast Industrial Building, 611-619 Castle Peak Road, Tsuen Wan, New Territories, Hong Kong
	Email	murphywong@karrie.com
	Fax	2437-6829
	Attention	The board of directors
<b>Recitals</b>	A	Kar Info International Property Limited (the “ <b>Company</b> ”) is a company incorporated in the BVI with limited liability, further details of which are set out in Schedule 1.
	B	As at the date of this agreement, the Company has issued 100 Shares, which have been fully paid, and are legally and beneficially owned by the Vendor.
	C	The Vendor has agreed to sell, and the Purchaser has agreed to purchase, the Sale Shares, being all the issued Shares of the Company, for the consideration and upon the terms set out in this agreement.

- D The Purchaser is an indirect wholly-owned subsidiary of Karrie International Holdings Limited, a company incorporated in Bermuda with limited liability and the shares of which are listed on the Main Board of the Stock Exchange (stock code: 1050) ("**Karrie International**").
- E On the same date as the date of this agreement, KRP Development Company Limited, another indirect wholly-owned subsidiary of Karrie International (as purchaser), has entered into an acquisition agreement with Kar Info Property Limited, a company wholly owned by the Vendor (as vendor), to acquire the entire issued equity interest of Dongguan City Jiaxuntong Computer Products Limited\* (東莞市嘉訊通電腦產品有限公司) subject to the terms and conditions therein (the "**Acquisition Agreement**").

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**Governing law** Hong Kong

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**Date of agreement** See signing page

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# General terms

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## **1 Sale of Shares**

The Vendor, as legal and beneficial owners of the Sale Shares, shall sell to the Purchaser, and the Purchaser shall purchase from the Vendor, the Sale Shares free from any Encumbrance and together with all rights which now are or at any time hereafter may become attached to them, including all rights to any dividend or other distribution declared, made or paid after the date of this agreement.

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## **2 Consideration**

### **2.1 Amount**

The consideration for the sale of the Sale Shares by the Vendor to the Purchaser shall be the nominal amount of US\$100.00.

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## **3 Conditions Precedent**

3.1 The sale and purchase of the Sale Shares is conditional upon the satisfaction (or, where applicable, waiver) of the following Conditions:

- (a) the Warranties remaining true and accurate and not misleading in any respect at the date of this agreement as if repeated at Completion;
- (b) approval from the shareholders of Karrie International (excluding those who are required to abstain from voting at such general meeting) for approving this agreement and the transactions contemplated hereunder at a general meeting; and
- (c) the Acquisition Agreement having become unconditional in all respects.

3.2 The Purchaser may, in its absolute discretion, waive the Conditions as set out in clause 3.1(a) to the extent it relates to the Warranties at any time by notice in writing to the Vendor. Unless mentioned above, the Conditions may not be waived by the parties hereto in any circumstance.

3.3 The Vendor and the Purchaser shall use their best endeavours to procure the fulfilment of the Conditions set out in clause 3.1 on or before the Long Stop Date unless (where applicable) waived in accordance with clause 3.2.

3.4 If the Conditions have not been satisfied (or waived, where applicable) on the Long Stop Date, the Vendor and the Purchaser shall not be bound to proceed with the sale and purchase of the Sale Shares and this agreement shall automatically and immediately cease to be of any effect other than clauses 8 to 12 and 14 which shall remain in full force and effect, and neither party shall have any obligations

hereunder save for any antecedent breach of this agreement.

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## **4 Completion**

### **4.1 Time and place of Completion**

Subject to the terms and fulfilment of the Conditions of this agreement (or the waiver thereof, where applicable), Completion shall take place on the Completion Date at the principal place of business of the Purchaser which is located at 10/F., Southeast Industrial Building, 611-619 Castle Peak Road, Tsuen Wan, New Territories, Hong Kong (or at such other place as may be agreed by the parties hereto) when the events set out in the following provisions of this clause shall take place.

### **4.2 Vendor's obligations**

On Completion, the Vendor shall deliver or cause to be delivered to the Purchaser:

- (a) the instrument of transfer duly executed by the Vendor in respect of the Sale Shares in favour of the Purchaser together with the relevant share certificates;
- (b) certified copy of the resolutions of the directors of the Company:
  - (i) approving the transfer and registration of the Sale Shares in favour of the Purchaser as contemplated under this agreement;
  - (ii) approving the execution and delivery of this agreement and all other documents and agreements in relation to the transfer of the Sale Shares;
  - (iii) authorising the issue of the relevant share certificates in respect of the Sale Shares in favour of the Purchaser; and
  - (iv) approving the entry into the register of members of the Company of the name of the Purchaser as the holder of the Sale Shares and the making of such other entries into other corporate records of the Company as may be necessary; and
- (c) all the statutory and other books and records (including register of members (updated to show the Purchaser as the holder of the Sale Shares), directors, secretary, transfers and mortgages, minutes of directors and shareholders, and financial records) of the Company duly written up to the date of this agreement and its certificate of incorporation, current business registration certificate (if any), common seal, copies of the memorandum and articles of association, all unissued share certificates, cheque books, books of account and any other papers and documents of the Company which are in the Vendor's possession or under his control.

#### **4.3 Purchaser's obligations**

Against compliance by the Vendor with clause 4.2, the Purchaser shall:

- (a) deliver to the Vendor certified copy of the resolutions of the board of directors of the Purchaser authorising and approving this agreement, the transactions contemplated hereunder, the execution hereof and documents related hereto; and
- (b) pay the Consideration to the Vendor by telegraphic transfer to an account designated by the Vendor and notified in writing to the Purchaser at least three Business Days prior to the Completion Date, or in such other manner as may be agreed between the Vendor and the Purchaser in writing.

#### **4.4 Compliance**

No party shall be obliged to complete this agreement or perform any obligations hereunder unless the other party comply fully with the requirements of clause 4.

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### **5 Representations and warranties given by the Vendor**

#### **5.1 Warranties to be given**

- (a) The Vendor hereby warrants, represents and undertakes to the Purchaser (for itself and for the benefit of its successors and assigns) that the Warranties are true, complete and accurate in all material respects as at the date of this agreement and will continue to be so up to the time of Completion.
- (b) The Vendor shall procure that (save only as may be necessary to give effect to this agreement) he shall not do, allow or procure any act or omission before Completion which would constitute a breach of any of the Warranties as if they were given at Completion or which would make any of the Warranties inaccurate or misleading if they were so given.

#### **5.2 Independent**

Each of the Warranties shall be separate and independent and, save as expressly provided to the contrary, shall not be limited by reference to or inference from any other Warranty or any other term of this agreement.

#### **5.3 Survival**

The Warranties shall subsist and survive Completion.

#### **5.4 Indemnity**

The Vendor hereby undertakes unconditionally and irrevocably to indemnify and keep indemnified on demand the Purchaser in full against any Claim, penalty, expenses or costs suffered by the Purchaser as a result of or in connection with any breach of any of the Warranties including, but not limited to, any diminution in the value of the assets of and any payment made or required to be made by



the Purchaser or any costs and expenses (including legal expenses) incurred as a result of such breach including costs of rectifying or remedying the breach, provided that the indemnity contained in this clause shall be without prejudice to any other rights and remedies of the Purchaser in relation to any breach of Warranty and all such other rights and remedies as are hereby expressly reserved to the Purchaser.

#### **5.5 Disclosure by the Vendor**

The Vendor undertakes in relation to the Warranties that the Vendor has made full enquiry and there is no other information of which the Vendor is aware, the omission of which would render any of the Warranties inaccurate, incomplete or misleading. The Vendor undertakes to promptly notify the Purchaser in writing of any matter or thing of which he becomes aware and which is or may be a material breach of or materially inconsistent with any of the Warranties.]

#### **5.6 Reliance**

The Vendor agrees and acknowledges that the Purchaser is entering into this agreement in reliance on the Warranties and the accuracy of the matters disclosed herein notwithstanding any information which may otherwise come into the possession of the Purchaser or which the Purchaser ought to have known or had constructive knowledge of.

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## **6 Representations and warranties given by the Purchaser**

### **6.1 Representations and warranties as to power and capacity**

- (a) The Purchaser represents and warrants to the Vendor that it is a company duly incorporated and validly existing and in good standing under the laws of its place of incorporation.
- (b) The Purchaser represents and warrants to the Vendor that, as at the date hereof and Completion, it has full power and capacity to enter into this agreement, free from any Encumbrance.
- (c) The Purchaser represents and warrants to the Vendor that the execution and delivery of, and the performance by it of its obligations under, this agreement will not (i) result in a breach of or violation of or default of or conflict with any provision of its constitutional documents; or (ii) result in a breach of or violation of or default or conflict with any contract, commitment, agreement or arrangement to which the Purchaser is a party or give any third party a right to terminate or modify, or result in the creation of any Encumbrance under, any agreement, licence or other instrument or result in a breach of any order, judgment or decree of any court, governmental agency or regulatory body to which it is a party or by which it or any of its assets is bound.

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## **7 Pre-completion Obligations**

The Vendor undertakes with the Purchaser that until Completion, the Vendor shall procure the Company to carry on its business in its normal course and in a manner consistent with the existing practice.

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## **8 Costs**

Each party shall pay his/its own legal and other costs and expenses in connection with the negotiation, preparation, execution and completion of this agreement and of other related documentation.

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## **9 Notices**

### **9.1 Form**

Unless expressly stated otherwise in this agreement, all notices, certificates, consents, approvals, waivers and other communications in connection with this agreement must be in writing signed by an Authorised Officer and must be marked for the attention of the person identified in the Details or, if the recipient has notified otherwise, then marked for attention in the last way notified.

### **9.2 Delivery**

Notices must be:

- (a) left at the address set out or referred to in the Details;
- (b) sent by prepaid ordinary post (airmail if appropriate) to the address set out or referred to in the Details;
- (c) sent by email to the email address set out or referred to in the Details;
- (d) sent by fax to the fax number set out or referred to in the Details; or
- (e) given in any other way permitted by Applicable Law.

However, if the intended recipient has notified the other party of a changed address, email address or fax number in writing, then the communication must be to that address or number.

### **9.3 When effective**

Notices take effect from the time such notices are received unless a later time is specified.

### **9.4 Receipt - post**

If sent by post, they are taken to have been received three days after posting.

## **9.5 Receipt - email**

If sent by email, they are taken to have been received upon the generation of a receipt notice by the recipient's server or, if such notice is not so generated, upon delivery to the recipient's server.

## **9.6 Receipt - fax**

If sent by fax, they are taken to have been received at the time shown in the transmission report as the time that the whole fax was sent.

## **9.7 Receipt - general**

Notwithstanding clauses 9.4 and 9.5 if a notice is received after 5.00 pm in the place of receipt or on a non-Business Day, it is taken to be received at 9.00 am on the next Business Day.

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# **10 Assignment**

## **10.1 No assignment**

No party may assign or otherwise deal with his/its rights under this agreement or allow any interest in them to arise or be varied, in each case without the prior written consent of the other party, which consent must not be unreasonably withheld or delayed.

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# **11 Miscellaneous**

## **11.1 Discretion in exercising rights**

A party may exercise a right or remedy or give or refuse his/its consent in any way he/it considers appropriate (including by imposing conditions), unless this agreement expressly states otherwise.

## **11.2 Partial exercising of rights**

If a party does not exercise a right or remedy fully or at a given time, the party may still exercise it later, unless this agreement expressly states otherwise.

## **11.3 No liability for loss**

A party is not liable for any loss caused by the exercise or attempted exercise of, failure to exercise, or delay in exercising a right or remedy by the other party under this agreement.

## **11.4 Conflict of interest**

The parties' rights and remedies under this agreement may be exercised even if it involves a conflict of duty or a party or any of his/its affiliate has a personal interest in their exercise.

**11.5 Remedies cumulative**

The rights and remedies provided in this agreement are in addition to other rights and remedies given by law independently of this agreement.

**11.6 Rights and obligations are unaffected**

Rights given to the parties under this agreement and the parties' liabilities under it are not affected by anything which might otherwise affect them by Law.

**11.7 Variation and waiver**

A provision of this agreement or a right created under it, may not be waived or varied except in writing, signed by the party or parties to be bound.

**11.8 Further steps**

Each party agrees, at his/its own expense, to do anything the other party reasonably requests (such as obtaining consents, signing and producing documents and getting documents completed and signed) as may be necessary or desirable to give full effect to the provisions of this agreement and the transactions contemplated by it.

**11.9 Time of the essence**

Time is of the essence of this agreement in respect of any date or period determined under this agreement.

**11.10 Entire agreement**

This agreement constitutes the entire agreement of the parties about its subject matter and supersedes all previous agreements, understandings and negotiations on that subject matter.

**11.11 Construction**

No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of, or seeks to rely on, this agreement or any part of it.

**11.12 Severability**

If any provision or of any part of a provision of this agreement is invalid or void, unenforceable or illegal in a jurisdiction, such provision is severed for that jurisdiction. The remainder of this agreement has full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected. This clause has no effect if the severance alters the basic nature of this agreement.

**11.13 Knowledge and belief**

Any statement made by a party on the basis of his/its knowledge, information, belief or awareness, is made on the basis that the party has, in order to establish

that the statement is accurate and not misleading in any material respect, made all reasonable enquiries, including (in the case of the Purchaser) of its directors, officers, managers and employees who could reasonably be expected to have information relevant to matters to which the statement relates.

#### **11.14 Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong)**

Unless otherwise provided herein, 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.

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## **12 Governing Law and jurisdiction**

### **12.1 Governing Law**

This agreement is governed by and construed in accordance with Hong Kong laws.

### **12.2 Jurisdiction**

Each party submits to the exclusive jurisdiction of Hong Kong courts and courts of appeal from them. Each party waives any right he/it has to object to an Action being brought in those courts including, without limitation, by claiming that the Action has been brought in an inconvenient forum or that those courts do not have jurisdiction.

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## **13 Counterparts**

This agreement may be executed in counterparts. All counterparts when taken together are to be taken to constitute one instrument.

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## **14 Interpretation**

### **14.1 Definitions**

These meanings apply unless the contrary intention appears.

**Action** means an action, dispute, Claim, demand, investigation, inquiry, prosecution, litigation, proceeding, arbitration, mediation, or dispute resolution.

**Applicable Laws** means, with respect to any person, any laws, rules, regulations, directives, treaties, judgments, decrees or orders of any governmental or regulatory authority that is applicable to and binding on such person or its Controller.

**Authorised Officer** means a person appointed by a party to act as an authorised officer for the purposes of this agreement.

**Business Day** means any day (other than a Saturday, Sunday or public holiday) on which licensed banks in Hong Kong are generally open for business.

**BVI** means the British Virgin Islands.

**Claim** includes any allegation, debt, cause of action, Liability, claim, proceeding, suit or demand of any nature howsoever arising and whether present or future, fixed or unascertained, actual or contingent, whether at law, in equity, under statute or otherwise.

**Completion** means completion of the sale and purchase of the Sale Shares in accordance with clause 4 and **Complete** has a corresponding meaning.

**Completion Date** means the date falling on the third Business Day after fulfilment or waiver (as applicable) of the Conditions as set out in clause 3.1, or such other date as the Vendor and the Purchaser may agree in writing.

**Conditions** means the conditions precedent for completion of the sale and purchase of the Sale Shares as set out in clause 3.1.

**Consideration** means the nominal amount of US\$100.00 payable by the Purchaser to the Vendor at the Completion in accordance with clause 4.3(b).

**Control** with respect to any person, means having the ability to direct the management and affairs of such person, whether through the ownership of voting securities or by contract and such ability shall be deemed to exist when any person holds a majority of the outstanding voting securities, or the economic rights and benefits, of such person, and **Controller** shall be construed accordingly.

**Details** means the section of this agreement headed "Details".

**Encumbrance** means any security for the payment of money or performance of obligations including a mortgage, lien, charge, pledge, option, right to acquire, assignment by way of security, trust, power, title retention, preferential right, interest or arrangement, profit à prendre, easement, public right of way, restrictive or positive covenant or trust arrangement for the purpose of providing security or any other security interest of any kind, including retention arrangements, any rights exercisable by third parties or any agreement to create any of the foregoing or allow the foregoing to exist.

**Government Agency** means any government, governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity or recognised stock exchanges and includes any other person authorised by Law to give consents or impose requirements.

**Hong Kong** means the Hong Kong Special Administrative Region of the People's Republic of China.

**Law** includes:

- (a) any law, regulation, authorisation, ruling, judgment, order or decree of any Government Agency; and
- (b) any statute, regulation, proclamation, ordinance or bye-law in Hong Kong or any other jurisdiction.

**Liability** means any liability or obligation (whether actual, contingent or prospective), including for any Loss irrespective of when the acts, events or things giving rise to the liability occurred.

**Long Stop Date** means 27 May 2022, being the day falling four months after the date of this agreement (or such other extended date as may be agreed by the parties hereto in writing).

**Loss** means all damage, loss, cost and expense (including legal costs and expenses of whatsoever nature or description).

**Sale Shares** means collectively, the Shares which are legally and beneficially owned by the Vendor as of the date hereof, being all the issued Shares of the Company as set out below:

<b>Vendor</b>	<b>No. of Shares held</b>
Mr. Ho Cheuk Fai	100

**Shares** means ordinary shares of US\$1.00 each in the Company.

**Warranties** means the warranties and representations given by the Vendor and set out in Schedule 2 and Warranty has a corresponding meaning.

#### **14.2 References to certain general terms**

Unless the contrary intention appears, a reference in this agreement to:

- (a) **(variations or replacements)** a document (including this agreement) includes any variation or replacement of it;
- (b) **(clauses and schedules)** a clause or schedule is a reference to a clause in or schedule to this agreement;
- (c) **(singular includes plural)** the singular includes the plural and vice versa;
- (d) **(person)** the word “person” includes an individual, a firm, a body corporate, a partnership, joint venture, an unincorporated body or association;
- (e) **(executors, administrators, successors)** a particular person includes a reference to the person’s executors, administrators, successors, substitutes (including persons taking by novation) and assigns;
- (f) **(two or more persons)** an agreement, representation or warranty in favour of two or more persons is for the benefit of them jointly and each of them individually;
- (g) **(jointly and individually)** unless the context otherwise requires, an agreement, representation or warranty on the part of two or more persons binds them jointly and each of them individually;

- (h) **(calculation of time)** if a period of time dates from a given day or the day of an act or event, it is to be calculated exclusive of that day;
- (i) **(reference to a day)** a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later;
- (j) **(reference to a group of persons)** a group of persons or things is a reference to any two or more of them jointly and to each of them individually;
- (k) **(meaning not limited)** the words “include”, “including”, “for example” or “such as” are not used as, nor are they to be interpreted as words of limitation and when introducing an example do not limit the meaning of the words to which the example relates to that example or examples of a similar kind;
- (l) **(next day)** if an act under this agreement to be done by a party on or by a given day is done after 5.30 p.m. on that day, it is taken to be done on the next day;
- (m) **(time of day)** time is a reference to Hong Kong; and
- (n) **(reference to anything)** anything (including any amount is a reference to the whole and each part of it).

**EXECUTED** as an agreement



# Schedule 1

## The Company

<b>Company name</b>	:	<b>Kar Info International Property Limited</b>	
Company number	:	1870164	
Date of incorporation	:	15 April 2015	
Place of incorporation	:	The British Virgin Islands	
Address of registered office	:	Corporate Registrations Limited of Sea Meadow House, Blackburne Highway (P.O. Box 116), Road Town, Tortola, British Virgin Islands	
Authorised shares	:	50,000 shares of US\$1.00 each	
Issued shares	:	100 shares	
Shareholder	:	Mr. Ho Cheuk Fai	100 shares

## Schedule 2 – Warranties

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### **1 Accuracy and adequacy of information**

The matters stated in the Details and Schedule 1 to this agreement are true and accurate.

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### **2 Due incorporation, title and corporate matters**

- 2.1 The Company has been duly incorporated/established and constituted, and is legally subsisting, validly existing and in good standing under the law of its place of incorporation/establishment, and there has been no resolution, petition or order for the winding-up of the Company and no receiver has been appointed in respect thereof or any part of the assets thereof, nor are any such resolutions, orders and appointments imminent or likely.
- 2.2 The Sale Shares represent all the issued Shares of the Company as at the date of this agreement. The Sale Shares are issued fully paid or credited as fully paid, and are legally and beneficially owned by the Vendor free from all Encumbrance or interests in favour of any other person and the same is freely transferable by the Vendor without the consent, approval, permission, licence or concurrence of any third party.
- 2.3 There are no options or other agreements outstanding which call for the issue of or accord to any person, the right to call for the issue of any shares of the Company or the right to require the creation of Encumbrance over the Sale Shares.
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### **3 Memorandum and articles of association, statutory books and returns**

- 3.1 Each of the copies of the memorandum and articles of association of the Company which has been given to the Purchaser is accurate, complete and up to date in all respects and has annexed or incorporated copies of all resolutions or agreements required by all Applicable Laws to be so annexed or incorporated.
- 3.2 The register of members of the Company is up to date, properly kept and contain true, full and accurate records of all matters required to be dealt with therein and the Company has not received any notice of any application or intended application for rectification of the register.
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### **4 Power, capacity and validity**

- 4.1 The Vendor has the legal right and full power and authority to enter into and perform this agreement and any other documents to be executed by him/her pursuant to or in connection with this agreement. This agreement will, when executed, constitute legal, valid and binding obligations on the Vendor in accordance with its terms.
- 4.2 The execution and delivery of, and the performance by the Vendor of his obligations under this agreement will not (i) result in a breach of or violation of or default or conflict with any contract, commitment, agreement or arrangement to which he is a party or give any third party a right to terminate or modify, or result in the creation of any Encumbrance under, any agreement, licence or other

instrument or result in a breach of any order, judgment or decree of any court, governmental agency or regulatory body to which he is a party or by which he or any of his assets is bound.

- 4.3 Completion of this agreement will not render the Company to be in breach of any material agreement to which it is a party and will not be a ground for the early termination of any such agreement.

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## **5 Compliance with legal requirements**

- 5.1 Compliance has been made by the Company with all legal and procedural requirements in all material respects.

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## **6 Licences and consents**

The Company has obtained all licences (including statutory licences) and consents necessary to own and operate its assets and to carry on its business as it does at present and the Company is not aware of anything that would result in the revocation, suspension or modification of any of those licences or consents or that would prejudice their renewal.

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## **7 Litigation**

- 7.1 The Company is not involved whether as plaintiff or defendant or otherwise in any material civil, criminal or arbitration or administrative or regulatory proceedings (apart from debt collection in the ordinary course of business) or in any material proceedings before any tribunal and no such litigation, arbitration proceedings are threatened or pending.
- 7.2 There are no facts or circumstances which are likely to result in any such litigation, arbitration or proceedings being brought by or against the Company or against any person for whose acts or defaults the Company may be vicariously liable.
- 7.3 There is no unsatisfied judgment, court order or tribunal or arbitral award outstanding against the Company and no distress, execution or process has been levied on any part of its business or assets.
- 7.4 The Company is not the subject of any investigation, inquiry or enforcement proceedings or process by any governmental, administrative or regulatory body nor, so far as the Vendor are aware, are there any circumstances which are likely to give rise to any such investigation, inquiry or proceeding or process.

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## **8 Insolvency**

As far as the Vendor is aware, no liquidation, provisional liquidation, receiver or other person carrying out any similar function has been appointed anywhere in the world in respect of the whole or any part of the assets or undertaking of the Company.

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## **9 Interpretation**

In this Schedule 2, unless the context otherwise indicates:

- (a) the provisions of clause 14 of this agreement to which this Schedule 2 is annexed shall apply in the interpretation of terms and expressions used in this Schedule 2; and
- (b) the Warranties contained in this Schedule 2 shall be deemed to be repeated mutatis mutandis in relation to the Company, where applicable.



Purchaser

SIGNED by Ho Wai Hon Brian )  
for and on behalf of )  
**BENEFIT MASTER LIMITED:** )  
 )  
 )  
..... )  
Signature of witness )  
 )  
LAM NOK WUN )  
..... )  
Name of witness (block letters) )  
 )

..... )  
By executing this agreement the )  
signatory warrants that the signatory is )  
duly authorised to execute this )  
agreement on behalf of )  
**BENEFIT MASTER LIMITED** )