

DATE THE 7<sup>th</sup> DAY OF MARCH 2022

(1) HENG HUP HOLDINGS LIMITED  
(興合控股有限公司)

AND

(2) LIM CHING CHAN  
operating under the trade name of  
CHYE SENG HUAT TRADING  
(a sole proprietorship)

AND

(3) CHYE SENG HUAT SDN. BHD.

AND

(4) SOON LEE METAL SDN. BHD.

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MASTER PURCHASE AGREEMENT

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THIS AGREEMENT is made on the 7<sup>th</sup> day of March 2022

BETWEEN:

- (1) **HENG HUP HOLDINGS LIMITED** (興合控股有限公司), a company incorporated in the Cayman Islands and having its registered office at Cricket Square, Hutchins Drive, P.O. Box 2681, Grand Cayman KY1-1111, Cayman Islands (the “Company”);
- (2) **LIM CHING CHAN** (Malaysian identity card no. 461107105251) operating under the trade name of **CHYE SENG HUAT TRADING**, a sole proprietorship formed in Malaysia and having its business address at No. 62, Jalan Sibu 8, Taman Wahyu, 68100 Kuala Lumpur, Malaysia (“Chye Seng Huat Trading”);
- (3) **CHYE SENG HUAT SDN. BHD.**, a company incorporated in Malaysia and having its registered address at 1795 Jalan KPB 6, Kawasan Perindustrian, Bukit Belimbang, Jalan Balakong, 43300 Seri Kembangan, Selangor, Malaysia (“Chye Seng Huat”); and
- (4) **SOON LEE METAL SDN. BHD.**, a company incorporated in Malaysia and having its registered address at No. 25-1C, Jalan Bandar 12, Pusat Bandar Puchong, Puchong, Selangor, Malaysia (“Soon Lee”)

WHEREAS:

- (A) The Company, together with its subsidiaries (the “Group”), had from time to time entered into transactions to source and purchase the Materials from Chye Seng Huat Trading, Chye Seng Huat and Soon Lee during the Track Record Period.
- (B) The Company is a company incorporated in the Cayman Islands with limited liability and its issued Shares are listed on the Main Board of the Stock Exchange (Stock Code: 1891).
- (C) Due to the strong demand for the Materials of the end customers of the Group, the Group would source the Materials from suppliers in the market so long as they are able to deliver the required Materials.
- (D) Given that there has been no material interruption in the supply of the Materials by Chye Seng Huat Trading, Chye Seng Huat and Soon Lee during and subsequent to the Historical Period, the Company considers Chye Seng Huat Trading, Chye Seng Huat and Soon Lee to be reliable sources of supply of the Materials and it is in the overall interests of the Company and its shareholders for the Group to continue to purchase the Materials from Chye Seng Huat Trading, Chye Seng Huat and Soon Lee. For each of the three years ended 31 December 2019, 2020 and 2021, the amount paid by the Group to Chye Seng Huat Trading, Chye Seng Huat and Soon Lee for the

Materials amounted to approximately RM29.437 million, RM24.046 million and RM43.383 million, respectively.

- (E) As Datuk Sia Kok Chin, Datuk Sia Keng Leong, Mr. Sia Kok Chong, Mr. Sia Kok Seng and Mr. Sia Kok Heong (collectively, the “**Sia Brothers**”) are the executive directors and Controlling Shareholders of the Company, they are connected persons of the Company pursuant to Rule 14A.07(1) of the Listing Rules.
- (F) Chye Seng Huat Trading is a sole proprietorship owned by Mr. Lim Ching Chan, who is a cousin of the Sia Brothers. By virtue of his relationship with the Sia Brothers who are the executive directors and Controlling Shareholders of the Company, Mr. Lim Ching Chan is a deemed connected person of the Company pursuant to Rule 14A.21(1)(a) of the Listing Rules.
- (G) Chye Seng Huat is a company owned as to 50% by Mr Lim Soon Lee being the son of the late Mr. Lim Tian Fow, being a cousin of the Sia Brothers. The remaining shares hold by Lim Kim Sing (25%) and Lim Tuan Ann (25%). As such, the Company has treated Chye Seng Huat a deemed connected person of the Company pursuant to Rules 14A.21(1)(a) and (b) of the Listing Rules.
- (H) Soon Lee is a company owned as to 50% by Mr Lim Soon Lee being the son of the late Mr. Lim Tian Fow, being a cousin of the Sia Brothers. The remaining shares hold by Lim Kim Sing (25%) and Lim Tuan Ann (25%). As such, the Company has treated Soon Lee a deemed connected person of the Company pursuant to Rules 14A.21(1)(a) and (b) of the Listing Rules.
- (I) Subject to the terms and conditions of this Agreement, the Company (for itself and on behalf of all other members of the Group), the sole proprietor to Chye Seng Huat Trading, Chye Seng Huat and Soon Lee have agreed to entered into this Agreement to set out the principal terms and conditions governing the provision of the Materials in the future.

**IT IS NOW AGREED** as follows:

**1. DEFINITIONS**

- 1.1 In this Agreement, the words and expressions set out below shall have the meanings attributed to them unless the context otherwise requires:

“**associates**” has the meaning ascribed to this term under the Listing Rules;

“**Business Day**” a day (excluding a Saturday, Sunday or public holiday) on which commercial banks in Malaysia are generally open for normal banking business;

“Cap Amount(s)”		has the meaning ascribed thereto under Clause 3.5;
“Controlling Shareholder(s)”		has the meaning ascribed thereto in the Listing Rules;
“Group”		has the meaning ascribed thereto in Recital (A);
“Historical Period”		the three years ended 31 December 2021;
“Hong Kong”		the Hong Kong Special Administrative Region of the People’s Republic of China;
“HK\$”		Hong Kong dollars, the lawful currency of Hong Kong
“Independent party(ies)”	third	individual(s) or company(ies) who is/are not connected person(s) (within the meaning of the Listing Rules) of the Company;
“Independent Shareholders”		Shareholders other than the Controlling Shareholders, the sole proprietor to Chye Seng Huat Trading, Chye Seng Huat and Soon Lee and their respective associates;
“Listing Rules”		the Rules Governing the Listing of Securities on the Stock Exchange;
“Operational Agreements”		means any individual contracts or agreements in any form in respect of the provision of the Materials which may from time to time be entered into between members of the Group with Chye Seng Huat Trading, Chye Seng Huat and Soon Lee;
“Materials”		scrap ferrous metals, used batteries and waste paper;
“MYR” or “RM”		Malaysian ringgit, the lawful currency of Malaysia;

“Shares”	ordinary shares of HK\$0.01 each in the share capital of the Company;
“Shareholder(s)”	holder(s) of the Share(s);
“Stock Exchange”	The Stock Exchange of Hong Kong Limited; and
“this Agreement”	this agreement, as originally signed or hereafter amended or supplemented from time to time.

- 1.2 In this Agreement, the words and expressions hereinafter defined shall (unless the context otherwise requires) bear the same meanings here given to them and this Agreement shall be construed and interpreted accordingly.
- 1.3 The recitals of this Agreement shall form an integral part of this Agreement and shall construed and have the same full force and effect as if expressly set out in the body of this Agreement.
- 1.4 Unless the context otherwise requires, words importing the singular only shall include the plural and vice versa and words importing natural persons shall include corporations and unincorporated associations and vice versa. The headings contained in this Agreement are for the purpose of convenience only and do not form part of and shall not affect the construction of this Agreement or any part thereof.

## **2. DURATION AND CONDITIONS**

- 2.1 Subject to the fulfillment of the conditions precedent of this Agreement, this Agreement shall be for a term commencing from 1 January 2022 and expiring on 31 December 2024 (both days inclusive) unless terminated earlier by agreement signed between the parties hereto. Upon the expiry of this Agreement, the parties hereto may renew this Agreement subject to compliance with the Listing Rules and all applicable laws, rules and regulations.
- 2.2 This Agreement is conditional upon:
- (a) if required under the Listing Rules, the passing by the Independent Shareholders at a general meeting of the Company to be convened and held of an ordinary resolution to approve this Agreement and the transactions contemplated hereunder; and
  - (b) all necessary consents, authorisations and approvals required to be obtained on the part of the parties hereof in respect of this Agreement having been obtained.

- 2.3 Each party to this Agreement shall use its reasonable endeavours to procure the satisfaction of the conditions set out in Clause 2.2 and in particular, shall procure that all information and documents required pursuant to the Listing Rules and other applicable rules, codes and regulations whether in connection with the preparation of all circulars, reports, documents, independent advice or otherwise are duly given to the Company, the Stock Exchange, the Securities and Futures Commission and/or other relevant regulatory authorities.
- 2.4 If the conditions set out in Clause 2.2 have not been satisfied on or before 30 April 2022 (or such other date as the parties hereto may agree), this Agreement shall cease and terminate and thereafter neither party shall have any obligations and liabilities towards each other hereunder save for any antecedent breaches of the terms hereof.

### 3. PROVISION OF THE SERVICES

- 3.1 Pursuant to the terms of this Agreement, Chye Seng Huat Trading, Chye Seng Huat and Soon Lee shall provide the Materials to the Group and the Group agrees to purchase the Materials from Chye Seng Huat Trading, Chye Seng Huat and Soon Lee.
- 3.2 The price for the Materials shall be determined with reference to, among others, selling prices of the Materials with the customers of the Group, the expected profit margin of the Group, the prevailing market prices of the Materials at the relevant times and any other factors which may affect the prices for the Materials at the material times.
- 3.3 The prices for the Materials shall be on normal commercial terms (or on terms better to the Group than those available to Independent Third Parties).
- 3.4 Pursuant to the engagement referred to in Clause 3.1, members of the Group may, from time to time during the term of this Agreement, enter into separate Operational Agreement(s) in respect of the provision of the Materials provided that such separate Operational Agreement(s) shall always be subject to the terms and conditions of this Agreement.
- 3.5 The maximum aggregate amount payable by the Group to Chye Seng Huat Trading, Chye Seng Huat and Soon Lee pursuant to this Agreement for each of the three years ending 31 December 2022, 2023 and 2024 shall not exceed the amount of RM50 million, RM55 million and RM60 million, respectively (collectively the “**Cap Amounts**”, and each a “**Cap Amount**”). It is acknowledged that the Cap Amounts are arrived at after taking into account (a) the Group’s aggregate costs of purchase of the Materials from Chye Seng Huat Trading, Chye Seng Huat and Soon Lee during the Track Record Period; (b) the anticipated demand of the customers of the Group for the Materials for the three years ending 31 December 2022, 2023 and 2024; (c) the Group’s expected business growth; and (d) the market overview of the scrap material trading market.

- 3.6 It is acknowledged that performance of the duties and obligations under this Agreement by the Company shall be subject to compliance with the relevant requirements by the Group for continuing connected transactions under the Listing Rules.
- 3.7 The sole proprietor to Chye Seng Huat Trading, Chye Seng Huat and Soon Lee hereby acknowledges and agrees that if the Group is unable to comply with such requirements of the Listing Rules or if the prices for the Materials received by them during the relevant financial year would result in the cumulative actual value of the Materials exceeding the respective Cap Amount for each of the three years ending 31 December 2022, 2023 and 2024, then such further purchase of the Materials shall, notwithstanding its satisfaction of the contractual formation and other legal formalities in the respective places of jurisdictions in which the Group and Chye Seng Huat Trading, Chye Seng Huat and/or Soon Lee are incorporated/established, be deemed not to be valid and binding upon the Group unless and until compliance by the Company with the relevant requirements under the Listing Rules. The sole proprietor to Chye Seng Huat Trading, Chye Seng Huat and Soon Lee undertakes and warrants to the Company (for itself and on behalf of all other members of the Group) that it shall have no claim against the Group under this Agreement in the event that the above circumstances occurs.
- 3.8 The sole proprietor to Chye Seng Huat Trading, Chye Seng Huat and Soon Lee undertakes to the Company that he/it would use his/its best endeavours to assist the Group in complying with the relevant requirements under the Listing Rules, in particular, Chapter 14A of the Listing Rules in relation to connected transactions (including but not limited to providing or procuring to provide the Company's independent non-executive directors and auditors with sufficient access to the relevant accounting records of Chye Seng Huat Trading, Chye Seng Huat and Soon Lee for the purpose of facilitating the Group to report on the connected transactions contemplated under this Agreement as and when required).

#### 4. **TERMINATION**

Either party may terminate this Agreement by giving the other party at least one month's written notice of termination. Without prejudice to any rights and obligations to which any of the parties to this Agreement may be entitled to before its termination, the rights and obligations of the parties under this Agreement shall terminate and be of no further effect upon the termination of this Agreement. Termination of this Agreement shall not prejudice the rights and obligations of the parties to the Agreement entered into prior to the termination of this Agreement.

#### 5. **ENTIRE AGREEMENT AND PARTIAL INVALIDITY**

- 5.1 This Agreement sets out the entire agreement and understanding between the parties hereto for the transactions contemplated herein.

- 5.2 If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect, the remaining provisions hereof shall in no way be affected or impaired thereby.
- 5.3 In case of discrepancy between this Agreement and the subsidiary agreements, this Agreement shall prevail.

## 6. SUCCESSORS AND ASSIGNS

This Agreement shall ensure to the benefit of the successors and assigns of the respective parties hereto but shall not be assignable unless with the written consent of the other party.

## 7. NOTICES

- 7.1 Any notice, demand or other communication to be given to a party hereto pursuant to this Agreement shall be in writing and delivered or sent to the relevant party at its address or fax number set out below:

The Company: 264, Jalan Satu A, Kampung Baru  
Subang, 40150 Selangor, Malaysia  
Fax No.: (603) 7845 8937  
For the attention of the board of directors

Chye Seng Huat Trading and its sole proprietor: No. 62, Jalan Sibu 8, Taman Wahyu,  
68100 Kuala Lumpur, Malaysia  
Fax No.: (603) 6257 0236  
For the attention of Mr. Lim Ching Chan

Chye Seng Huat: 1795 Jalan KPB 6, Kawasan  
Perindustrian, Bukit Belimbang, Jalan  
Balakong, 43300 Seri Kembangan,  
Selangor, Malaysia  
Fax No.: (603) 8964 4747  
For the attention of the board of directors

Soon Lee: No. 25-1C, Jalan Bandar 12, Pusat  
Bandar Puchong, Puchong, Selangor,  
Malaysia  
Fax No.: (603) 5882 8429  
For the attention of the board of directors

or such other address or facsimile number as may be notified by such party to the other by at least three Business Days' prior notice in writing.

- 7.2 Any notice or other communication shall be deemed to have been received when left at the addresses mentioned in Clause 7.1 or if sent by fax, at the time of receipt (if during office hours) or on the next working day (if outside office hours) or if sent by pre-paid post to the said address, on the expiry of 48 hours after posting.



7.3 Reference in Clause 7.1 to writing shall include a notice or communication by facsimile.

**8. COSTS**

Each party hereto shall bear its own legal, accountancy and other costs and expenses incurred in connection with the preparation, negotiation, settlement and performance of this Agreement.

**9. COUNTERPARTS**

This Agreement may be signed in any number of copies or counterparts, each of which when so signed and delivered shall be deemed an original, but all the counterparts shall together constitute one and the same instrument.

**10. ANNOUNCEMENT**

No party hereto shall authorise or make any announcement or release any information or statement regarding the subject matter of this Agreement or any transaction associated therewith without the prior approval in writing of the same by the other party except where such announcement, information or statement is required by law or any regulations of any stock exchange (including without limitation the Listing Rules) or any other authorities. For the avoidance of doubt, the disclosure by the Group of the particulars of this Agreement to any regulatory authority (including but not limited to the Stock Exchange and the Securities and Futures Commission of Hong Kong) and the issue by the Group of any prospectus(es), announcement(s), circular(s) or any other publications disclosing particulars of this Agreement in compliance with the Listing Rules or other requirements of the Stock Exchange or the Securities and Futures Commission of Hong Kong shall not be prohibited under this Clause 10 and shall not be regarded as a breach of this Clause 10 by the Company.

**11. GOVERNING LAW AND JURISDICTION**

11.1 This Agreement shall be governed by and construed in all respects in accordance with the laws of Malaysia and is executed pursuant to the laws of Malaysia.

11.2 Each party hereto irrevocably agrees that the courts of Malaysia shall have non-exclusive jurisdiction to hear and determine any suit, action or proceeding, and to settle any disputes which may arise out of or in connection with this Agreement and for such purposes irrevocably submits to the jurisdiction of such courts.

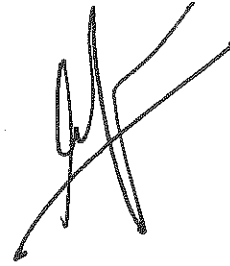
11.3 The Company irrevocably appoints Datuk Sia Kok Chin whose address is at No. 12A Jalan Polo 10/5, 47810 Kota Damansara Petaling Jaya, Selangor, Malaysia as its agent to accept service of legal process out of the courts of

Malaysia in connection with this Agreement. The Company further agrees to appoint a new agent in Malaysia to accept service of process out of the courts of Malaysia if Datuk Sia Kok Chin ceases to act as its process agent and to keep the Company informed of the name and address of such agent. Service on Datuk Sia Kok Chin (or such new agent referred to above) shall be deemed to be service on the Company.

AS WITNESS whereof this Agreement has been duly executed on the date first above written.

SIGNED by **Datuk Sia Kok Chin**  
for and on behalf of  
**HENG HUP HOLDINGS LIMITED**  
in the presence of:

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SIGNED by **Lim Ching Chan**  
being the sole proprietor to and for and on behalf of  
**CHYE SENG HUAT TRADING**  
in the presence of:

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SIGNED by  
for and on behalf of  
**CHYE SENG HUAT SDN. BHD**  
in the presence of:

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SIGNED by  
for and on behalf of  
**SOON LEE METAL SDN. BHD**  
in the presence of:

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