
CONNECTED TRANSACTION

CONTINUING CONNECTED TRANSACTION FULLY EXEMPT FROM THE REPORTING, ANNUAL REVIEW, ANNOUNCEMENT AND INDEPENDENT SHAREHOLDERS' APPROVAL REQUIREMENTS

1. Loan Facility

On June 21, 2022, our Company, as borrower, entered into a loan agreement with HK Acquisition (BVI) in relation to a HK\$10.0 million unsecured Loan Facility. The Loan Facility is interest free and the advances under the Loan Facility shall be repaid by us no later than the De-SPAC Transaction Completion Date.

The advances under the Loan Facility shall also become immediately due and payable upon the occurrence of the following events of default:

- (a) the suspension of [REDACTED] of the SPAC Shares and the SPAC Warrants due to our failure to make an announcement of the terms of a De-SPAC Transaction before the De-SPAC Transaction Announcement Deadline;
- (b) the suspension of [REDACTED] of the SPAC Shares and the SPAC Warrants due to our failure to complete a De-SPAC Transaction before the De-SPAC Transaction Completion Deadline;
- (c) our failure to obtain the requisite approvals in respect of our continuation following (i) a material change in our Promoters or Directors under Rule 18B.32 of the Listing Rules; or (ii) the departure of Ms. Katherine Tsang as one of our Promoters; and
- (d) the commencement of our winding-up or liquidation.

The Loan Facility is provided by HK Acquisition (BVI) to our Company on normal commercial terms or better for our Company, and is not secured by the assets of our Company.

The Loan Facility is provided for meeting our Company's working capital needs from time to time before the completion of any De-SPAC Transaction. Save to the extent permissible under Rule 18B.20 of the Listing Rules, no part of any amount drawn down from the Loan Facility will be repaid out of the monies held in the Escrow Account before the completion of the De-SPAC Transaction or will be settled by the issue of any securities of our Company. Upon completion of the De-SPAC Transaction, the funds held in the Escrow Account must be used to meet redemption requests of the SPAC Shareholders. The remaining funds held in the Escrow Account will be used to pay any portion of the consideration for the De-SPAC Transaction which is not funded by the equity or debt financing to be conducted contemporaneous with or prior to the completion of the

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De-SPAC Transaction, and following that, repay any loans drawn down from the Loan Facility or settle other expenses associated with completing the De-SPAC Transaction. As of the Latest Practicable Date, the Loan Facility had not been drawn down. Further details of the Loan Facility are set out in “Financial Information — Loan Facility.”

Implications under the Listing Rules

HK Acquisition (BVI) is owned as to 51% by Extra Shine (a company which is wholly owned by Dr. Norman Chan), 32% by Pride Vision (a company which is wholly owned by Ms. Katherine Tsang) and 17% by Max Giant, and is the sole holder of the Promoter Shares. Dr. Norman Chan, Ms. Katherine Tsang and Max Giant are our Promoters. Accordingly, HK Acquisition (BVI) is a connected person of our Company. The provision of the Loan Facility by HK Acquisition (BVI) to our Company will constitute a continuing connected transaction of our Company upon [REDACTED] under the Listing Rules.

The Loan Facility is a financial assistance provided by a connected person of our Company for our benefit which is conducted on normal commercial terms or better for our Company and no security over the assets of our Company is granted. Accordingly, the provision of the Loan Facility will, upon [REDACTED], be exempt from the reporting, annual review announcement and independent shareholders’ approval requirements pursuant to Rule 14A.90 of the Listing Rules.

2. Administrative Services

On June 21, 2022, our Company entered into an administrative services agreement (the “**Administrative Services Agreement**”) with Max Giant, pursuant to which with effect from the [REDACTED] and ending on the De-SPAC Transaction Completion Date, Max Giant shall make available to us certain office space, utilities, secretarial and administrative support services as may be required by us from time to time, at a monthly fee of HK\$40,000 (the “**Monthly Fee**”).

Given that our Company is newly incorporated with no business operations and facilities, our Board is of the view that the services made available under the Administrative Services Agreement will provide the necessary administrative support to our Company. The terms of the Administrative Services Agreement were arrived at after arm’s length negotiations between our Company and Max Giant. Our Board considers that the terms and conditions of the Administrative Services Agreement, including the Monthly Fee, are fair and reasonable and on normal commercial terms or better and the entering into of the Administrative Services Agreement is in the interests our Company and the Shareholders as a whole.

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Implications under the Listing Rules

Max Giant is one of our Promoters and thus a connected person of our Company. Accordingly, the entering into of the Administrative Services Agreement will constitute a continuing connected transaction of our Company upon [REDACTED] under the Listing Rules. The transactions contemplated under the Administrative Services Agreement will be within the *de minimis* threshold pursuant to Rule 14A.76 of the Listing Rules and will be exempt from the reporting, annual review, announcement and independent shareholders' approval requirements under Chapter 14A of the Listing Rules.