

Fullsun International Holdings Group Co., Limited  
Room 2118, 21/F.  
Leighton Centre  
77 Leighton Road  
Causeway Bay  
Hong Kong

Date: 11 July 2022

**PRIVATE AND CONFIDENTIAL**

Dear Sirs,

We are given to understand that you are interested in finding potential subscriber(s) for 92%, on a fully diluted basis, of the entire beneficial shareholding (the “**Listco Shares**”) in Fullsun International Holdings Group Co., Limited (the “**Listco**”), which is a company listed on the main board of The Stock Exchange of Hong Kong Limited (the “**Stock Exchange**”). Pursuant to our recent discussions, we are pleased to confirm the arrangements under which we, CIS Securities Asset Management Limited (the “**Agent**”) are exclusively engaged by you to act as an introducing agent for a period of 12 months from the date of this letter to introduce prospective subscriber(s) (the “**Prospective Subscriber(s)**”) interested in subscribing for the Listco Shares.

Our engagement (the “**Engagement**”) hereunder is limited to finding and introducing to you the Prospective Subscribers for the Listco Shares. The Agent may provide such services through, or in conjunction with, one or more of its affiliates.

If the Agent has sourced and identified a Prospective Subscriber for the Listco Shares, the Agent shall introduce the Prospective Subscriber to you in writing. You shall within 7 days from the date of the Agent’s introduction notice, inform the Agent of whether you are interested in the Prospective Subscriber or not. For the avoidance of doubt, if you decline to accept the Prospective Subscriber, you are still obliged to inform the Agent about such decline in writing. Upon receipt of the written notice of decline from you, the Agent is at its liberty to introduce the Prospective Subscriber to other companies listed on the Stock Exchange (whether on the main board or the GEM).

For this assignment, the Agent will charge you a fee (the “**Fee**”) in the amount of HK\$6,000,000.00. The Fee shall be settled in immediately available funds on the date of the completion of the subscription of the Listco Shares by the Prospective Subscriber, or such other manner as may be agreed between you and the Agent.

In the event that you commit similar transactions with the Prospective Subscribers which have been introduced by us within 6 months after the cancellation or expiry of our Engagement, you are still liable to pay the Fee to us as stated in this letter.

In addition to our Fee, you shall reimburse us for all expenses reasonably incurred by us for this Engagement, which we may bill separately from time to time. Generally, these expenses include travel and accommodation costs, document production, delivery and other expenses of this type and shall also include fees and expenses of our legal advisors and other professional advisors should their advice be required.

All amounts payable to us under the terms of this Engagement are exclusive of Value Added Tax (if any), withholding tax, business tax, stamp duty, and/or any other similar taxes other than tax chargeable on overall taxable income of any persons (the “**Taxes**”). You shall pay such additional amounts as may be necessary in order that, after deduction or withholding for or on account of any present or future tax, assessment or other governmental charge imposed upon or as a result of such payment by any taxing authority of any jurisdiction from which such payment is made, every payment to us will not be less than the amount provided for herein. All amounts charged by us will be invoiced together with the Taxes, where appropriate. All amounts payable by you hereunder shall be payable within 30 days of presentation of invoice by the Agent. All invoicing will be in Hong Kong dollars.

Any advice or opinions provided by the Agent to you may not be disclosed or referred to publicly or to any third party except in accordance with our prior written consent, save as otherwise required by relevant regulations or laws. You agree and agree to procure your associates to keep confidential the terms of this letter and agree that no public announcement or communication relating to the subject matter of this letter shall be issued or despatched without our prior consent, save as otherwise required by relevant regulations or laws.

The Agent will act under this letter as an independent contractor. You acknowledge that in connection with the subscription of the Listco Shares: (i) the Agent has acted at arms length and owe no fiduciary duties to, you or any other person, (ii) the Agent owes you only those duties and obligations set forth in this letter and (iii) the Agent may have interests that differ from those of you and/or your associates. You hereby waive and will procure your associates to waive to the fullest extent permitted by applicable law any claims you and/or they may have against the Agent arising from an alleged breach of fiduciary duty in connection with this Engagement.

In consideration of our agreement to act on your behalf in connection with such matters, you agree to indemnify us and to hold us harmless both for ourselves and as trustee for our affiliates and our respective officers, directors, employees and agents (we and each such other person being an “**Indemnified Person**”) from and against any and all losses, claims, damages and liabilities related to, arising out of or in connection with this Engagement, and will reimburse

each Indemnified Person for all expenses (including the fees and disbursements of legal counsel) reasonably and properly incurred in connection with investigating, preparing, pursuing or defending any action, claim, suit, investigation or proceeding related to, arising out of or in connection with the Engagement, whether or not pending or threatened and whether or not an Indemnified Person is a party (with such amount of indemnity to be paid to us to cover all such expenses reasonably and properly incurred by the other Indemnified Persons). You also agree that no Indemnified Person shall have any liability (whether direct or indirect, in contract or tort or otherwise) to you for or in connection with the Engagement except for any such liability for losses, claims, damages or liabilities incurred that are finally judicially determined to have resulted primarily from the fraud, gross negligence or willful default of such Indemnified Person.

Our services hereunder may be terminated with or without cause by you or by us at any time and without liability or continuing obligation to you or to us by serving a seven (7) day written notice to the other party (except for any compensation earned and expenses incurred by us up to the date of termination and except, in the case of termination by you, for our right to fees pursuant to this letter for any transactions of the type referred to in this letter effected within six months of such termination) and provided that the indemnification, non-disclosure, confidentiality and governing law provisions will remain operative regardless of any such termination.

This letter shall be governed by and construed in accordance with Hong Kong law. Any dispute, controversy or claim arising out of or relating to this letter agreement, or the breach, termination or invalidity thereof, shall be resolved in the courts of Hong Kong. The scope of services, obligations and fees of the Agent will be solely governed by the terms and conditions of this letter, and this letter agreement supersedes all the previous arrangements, agreements, consensus between you and us in relation to this Engagement.

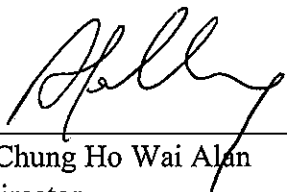
Unless expressly provided to the contrary in this letter, a person who is not a party to this letter shall have no right under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) to enforce any of the terms of this letter, and whether so provided in this letter or not, no consent of third party is required for the amendment to (including the waiver or compromise of any obligation), rescission of or termination of this letter.

If the terms of our Engagement as set forth in this letter are satisfactory, kindly sign the enclosed copy of this letter and indemnification form and return them to us.

We look forward to working with you on this important assignment.

Yours faithfully,

For and on behalf of  
CIS Securities Asset Management Limited

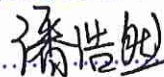
A handwritten signature in black ink, appearing to read 'Alan', is written over a horizontal line.

Name: Chung Ho Wai Alan  
Title: Director

Accepted by:

For and on behalf of  
**Fullsun International Holdings Group Co.,  
Limited**

*For and on behalf of*  
FULLSUN INTERNATIONAL HOLDINGS GROUP CO., LIMITED  
福晟國際控股集團有限公司



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*Authorized Signature(s)*

Name: Pan Haoran

Title: Director

Date: 11 July 2022