

30 October 2023

ZENSUN ENTERPRISES LIMITED (正商實業有限公司)

and

**河南正商企業發展集團有限責任公司 (HENAN ZENSUN CORPORATE DEVELOPMENT
GROUP LIMITED)**

2024 MASTER SERVICES AGREEMENT

THIS 2024 MASTER SERVICES AGREEMENT (THIS “AGREEMENT”) dated as at **30 October 2023** is entered into by and between:

ZENSUN ENTERPRISES LIMITED (正商實業有限公司), a company incorporated under the laws of Hong Kong having its registered office at 24/F., Wyndham Place, 40–44 Wyndham Street, Central, Hong Kong (“**Zensun Enterprises**”); and

河南正商企業發展集團有限責任公司 (**HENAN ZENSUN CORPORATE DEVELOPMENT GROUP LIMITED**), a company established under the laws of the PRC having its registered office at Room 101, Floor 1-2, Block 1, No. 2, Gangwan Road, Guancheng Huizu District, Zhengzhou, Henan Province, the PRC (“**Zensun Development**”).

Zensun Enterprises and Zensun Development are each referred to as a “**Party**” and collectively referred to as the “**Parties**”.

WHEREAS:

- (A) Zensun Enterprises is a company listed on the main board of The Stock Exchange of Hong Kong Limited with stock code 185.
- (B) Zensun Enterprises Group (as defined below) is principally engaged in property development, property investment, project management and sales services, hotel operations and securities trading and investment.
- (C) As at the date of this Agreement, Zensun Development is owned as to 90%, 9% and 1% by 北京祥誠投資有限公司 (Beijing Xiangcheng Investment Co., Ltd., or “**Xiangcheng Investment**”), Ms. Zhang Huiqi (“**Ms. Zhang**”) and Mr. Zhang Jingguo (“**Mr. Zhang**”), respectively, and Xiangcheng Investment is owned as to 98% by Ms. Zhang, therefore, Zensun Development is a majority-controlled company (as defined under the Listing Rules) of Ms. Zhang. As Ms. Zhang is the daughter of Mr. Zhang and Ms. Huang Yanping, an executive director and the non-executive director of Zensun Enterprises, respectively, Zensun Development is a connected person of Zensun Enterprises under the Listing Rules.
- (D) Zensun Development Group (as defined below) is principally engaged in Contracting Services (as defined below) and investment holdings in the PRC.
- (E) On 21 October 2020, the Parties entered into an agreement (the “**2021 Master Services Agreement**”) pursuant to which the Zensun Enterprises Group has engaged the Zensun Development Group as its service provider to continue to provide the Contracting Services (as defined below) to the Zensun Enterprises Group.
- (F) The 2021 Master Services Agreement is due to expire on 31 December 2023 and Zensun Enterprises intends to continue the transactions contemplated thereunder in order to cope with the need for the Contracting Services required in developing the Group's property project. Accordingly, the Parties agreed to enter into this Agreement, pursuant to which the Zensun Enterprises Group has conditionally agreed to engage the Zensun Development Group as its service provider to continue to provide the Contracting Services to the Zensun Enterprises Group during the Effective Term (as defined below).

NOW IT IS HEREBY AGREED that:

ARTICLE 1. DEFINITIONS

1.1. Unless otherwise required by the context, the following terms used in this Agreement shall have the meanings set out below:

“**Breaching Party**” has the meaning attributed to that term in Article 10.3.

“**Contracting Services**” has the meaning attributed to that term in Article 3.1.

“**Effective Date**” means the date on which the condition precedent as set forth in Article 2.1 is fulfilled.

“**Effective Term**” has the meaning attributed to that term in Article 10.2.

“**Force Majeure**” means any event outside the reasonable control of the affected party that is unforeseeable or, even if foreseeable, which cannot be avoided which occurs after the date of signature hereof and causes full or partial performance of this Agreement to become objectively impossible or unrealistic (including, without limitation, impossibility of performance after expenditure of reasonable amounts); such events include, without limitation, fire, flood, drought, windstorms, earthquakes and other natural disasters, traffic accidents, strikes, unrest, riots and wars (whether or not declared) and action or inaction on the part of government authorities.

“**Independent Third Party(ies)**” means a person(s) or company(ies) who/which is or are independent of and not connected with the Company and connected persons of the Company.

“**Individual Agreement(s)**” has the meaning attributed to that term in Article 4.1.

“**Listing Rules**” means the Rules Governing the Listing of Securities on the Stock Exchange, as amended from time to time.

“**Non-Breaching Party**” has the meaning attributed to that term in Article 10.3.

“**PRC**” means the People’s Republic of China, excludes Hong Kong, the Macau Special Administrative Region and Taiwan.

“**Service Fee**” has the meaning attributed to that term in Article 5.

“**Stock Exchange**” means The Stock Exchange of Hong Kong Limited.

“**subsidiary**” has the meaning ascribed to it under the Listing Rules.

“**Termination Notice**” has the meaning attributed to that term in Article 10.1.

“**Zensun Development Group**” means Zensun Development and its subsidiaries.

“**Zensun Enterprises Group**” means Zensun Enterprises and its subsidiaries.

1.2. The headings used in this Agreement are inserted for convenience only and shall not limit, vary, extend or otherwise affect the construction of any provision of this Agreement.

1.3. References in this Agreement to Recitals and Articles are references to recitals and articles of this Agreement.

- 1.4. References in this Agreement to any statute or statutory provision or ordinance or act shall be construed as references to such statute or statutory provisions or ordinance or act as respectively amended, consolidated or re-enacted, or as its operation is modified by any other statute or statutory provision or ordinance or act (whether with or without modification), and shall include any subsidiary legislation enacted under the relevant statute or ordinance or act.
- 1.5. In this Agreement, save where the context otherwise requires:
- (a) expressions in the singular shall include the plural and vice versa;
 - (b) expressions in any gender shall include all genders;
 - (c) references to persons shall include bodies corporate, corporations, partnerships, sole proprietorships, organisations, associates, enterprises and branches;
 - (d) references to any party to this Agreement shall include its successors and permitted assigns; and
 - (e) where any word or expression is given a defined meaning, any other grammatical form of such word or expression (as the case may be) shall have a corresponding meaning.

ARTICLE 2. CONDITION PRECEDENT

- 2.1. This Agreement shall be subject to the condition precedent that approval by the shareholders of Zensun Enterprises (save for those who have a material interest in this Agreement and are required to abstain from voting at a general meeting) of this Agreement and the transactions contemplated hereunder has been obtained at a general meeting of Zensun Enterprises.
- 2.2. The Parties undertake with each other to use their respective best endeavours to procure satisfaction of the condition precedent set out in Article 2.1 on or before 31 December 2023.
- 2.3. In the event that the condition precedent set out in Article 2.1 are not satisfied on or before 31 December 2023 or such later date as mutually agreed by the Parties in writing, this Agreement (save for Articles 4.3 and 12 of this Agreement) shall become null and void and cease to have any effect and neither Party shall have any rights or actions against the other Party hereunder save for any antecedent breaches of this Agreement.

ARTICLE 3. PROVISION OF SERVICES

- 3.1. Zensun Development shall provide, or procure its subsidiaries to provide the following services (the "**Contracting Services**") to Zensun Enterprises or its subsidiaries: the provision of construction, engineering and related services, including but not limited to, building and general construction, civil engineering, building exterior and interior design, building repair, renovation, maintenance, consultancy and other services, demolition, piling and foundation, building and property fitting out and decoration work, construction and project management, supply of construction and building equipment and materials, electrical and mechanical engineering works, supply and installations of air-conditioning, heating and ventilation systems, fire services systems, plumbing and drainage systems, lift repair and maintenance services and electrical systems.
- 3.2. The Parties undertake that when necessary for the performance of the Contracting Services, Zensun Enterprises shall provide, or procure its subsidiaries to provide, free access to its premises to facilitate the performance of the Contracting Services by Zensun Development or

its subsidiaries. Zensun Development undertakes to provide, or procure its subsidiaries to provide sufficient information to the auditors of Zensun Enterprises for the purpose of reporting on the connected transactions with Zensun Development Group in accordance with the Listing Rules.

ARTICLE 4. TRANSACTION PRINCIPLES

- 4.1. The Parties shall enter into, or procure their subsidiaries to enter into, individual agreements in relation to the Contracting Services (the “**Individual Agreement(s)**”) during the Effective Term pursuant to this Agreement.
- 4.2. Each Individual Agreement:
 - (a) shall constitute a valid and binding agreement between the Parties;
 - (b) shall be in accordance with the terms of this Agreement and shall set out the fees to be charged, and the services to be provided and detailed requirements of each project based on the service plans prepared by Zensun Enterprises and confirmed by both Parties; however, the terms of the Individual Agreement shall not exceed the Effective Term or violate any of the terms of this Agreement; in case of any conflict between the terms of the Individual Agreement and the terms of this Agreement, the terms of this Agreement shall prevail and the Parties shall sign a supplemental agreement to the Individual Agreement to rectify the terms which conflict with this Agreement as soon as possible; and
 - (c) shall contain terms which are fair and reasonable to Zensun Enterprises and the transactions contemplated thereunder shall be on normal commercial terms or better and in the ordinary and usual course of business of Zensun Enterprises.
- 4.3. The 2021 Master Services Agreement is due to expire on 31 December 2023. The Parties agree that all transactions under the existing individual agreements between the relevant members of the Zensun Enterprises Group and the relevant members of the Zensun Development Group in respect of the Contracting Services to be rendered on or after 1 January 2024 will be governed by this Agreement as from the Effective Date and subject to the annual caps set out in Article 6.1.

ARTICLE 5. PRICING PRINCIPLES

The fees payable for the Contracting Services hereunder are determined pursuant to the general principles and procedures set out in this Article (the “**Service Fee**”).

- 5.1. For contracts in relation to procurement of Contracting Services with contract sum of RMB2.0 million or above, the Zensun Enterprises Group shall issue tender invitations to at least three (3) construction contractors on the list of authorised contractors (including Independent Third Parties and the Zensun Development Group) maintained by the Zensun Enterprises Group with the required qualifications and capability to undertake construction projects as well as good reputation and credibility.
- 5.2. For contracts in relation to procurement of Contracting Services with contract sum of less than RMB2.0 million, the Zensun Enterprises Group shall obtain quotations from at least three (3) organisations with the required qualifications and capability as well as good reputation and credibility.
- 5.3. The assessment committee of Zensun Enterprises will assess the tenders or quotations submitted in respect of the Contracting Services with the following principal criteria:

- (a) the pricing of the tender or quotation (in particular, in respect of a quotation or tender submitted by the Zensun Development Group, the service fees and terms shall be no less favourable to the Zensun Enterprises Group than the fees to be quoted by and terms available from Independent Third Parties);
- (b) the technical specifications of the tender including construction planning, technical skills, quality and construction schedule; and
- (c) the evaluation of the service provider considering the background and qualification, industry reputation, track record and previous work experience with the Zensun Enterprises Group (if any).

The service provider assessed with the highest score based on the above assessment criteria will be awarded the Individual Agreement for the Contracting Services.

- 5.4. In the event that Zensun Enterprises fails to receive enough bids or quotations at its satisfaction, Zensun Enterprises may reassess the scope of services required or revisit the design requirements and relaunch the tender or seek revised quotations.
- 5.5. If the member(s) of the Zensun Development Group is considered by the assessment committee to have achieved the highest score based on the assessment criteria, an Individual Agreement will be entered into, where the fees payable by the Zensun Enterprises Group for the Contracting Services shall be based on the pricing bid or quotation placed by such member(s) of the Zensun Development Group.

ARTICLE 6. ANNUAL CAPS

- 6.1 The annual caps in respect of the Service Fees for the Contracting Services for each of the three financial years ending 31 December 2026 are set out as follows:
 - (a) During the period from 1 January 2024 to 31 December 2024, the transaction amount payable by Zensun Enterprises Group to Zensun Development Group for the Contracting Services shall not exceed RMB2,330.0 million;
 - (b) During the period from 1 January 2025 to 31 December 2025, the transaction amount payable by Zensun Enterprises Group to Zensun Development Group for the Contracting Services shall not exceed RMB2,134.0 million; and
 - (c) During the period from 1 January 2026 to 31 December 2026, the transaction amount payable by Zensun Enterprises Group to Zensun Development Group for the Contracting Services shall not exceed RMB1,516.0 million.
- 6.2 In the event the transaction amount payable by Zensun Enterprises Group to Zensun Development Group will exceed any of the annual caps set out in Article 6.1, Zensun Enterprises shall re-comply with the requirements under the Listing Rules before such amount exceeds the annual caps.

ARTICLE 7. PAYMENT TERMS

- 7.1 Payment of the Contracting Services shall be made by Zensun Enterprises Group based on project progress with reference to the completion schedule of the service plans under the Individual Agreements.

ARTICLE 8. OPERATING MODEL

- 8.1 Each of the Parties must sign, or procure its subsidiaries to sign, the Individual Agreements on the basis of the service plans prepared by the Zensun Enterprises Group and confirmed by both Parties.
- 8.2 If it becomes necessary during the course of implementation for the service plans to be adjusted, the service plans may be adjusted by the Parties agreeing in writing. Either Party may propose to adjust the service plans; provided, that notice of the proposed adjustment explaining the cause, effective date, and details of the adjustments under the proposal must be submitted by the proposing Party beforehand for the other Party to confirm its agreement to such a proposed adjustment to the service plans. Once the Parties so agree on such proposal, they shall make the appropriate adjustments to the service plans. If the Parties fail to reach an agreement on adjustment of the service plans, the Parties shall continue to provide the relevant Contracting Services to the other Party in accordance with the service plans as previously agreed by them.

ARTICLE 9. REPRESENTATIONS AND WARRANTIES OF THE PARTIES

9.1 Representations and warranties of Zensun Enterprises:

- 9.1.1 Zensun Enterprises is a limited company incorporated under Hong Kong laws and has the power to own its assets and carry on its business as it is now being conducted.
- 9.1.2 The obligations expressed to be assumed by Zensun Enterprises under this Agreement are the valid, binding and enforceable obligations of Zensun Enterprises.
- 9.1.3 Zensun Enterprises has obtained all government approvals (if required) and internal authorisations necessary to execute this Agreement and to perform all of its obligations hereunder.
- 9.1.4 The entry into and performance by Zensun Enterprises of, and the transactions contemplated by, this Agreement do not conflict with (a) any law or regulation applicable to Zensun Enterprises, (b) the articles of association of Zensun Enterprises or (c) any agreement or instrument binding upon Zensun Enterprises.

9.2 Representations and warranties of Zensun Development:

- 9.2.1 Zensun Development is a company established under the laws of the PRC and has the power to own its assets and carry on its business as it is now being conducted.
- 9.2.2 The obligations expressed to be assumed by Zensun Development under this Agreement are valid, binding and enforceable obligations of Zensun Development.
- 9.2.3 Zensun Development has obtained all government approvals (if required) and internal authorisations necessary to execute this Agreement and to perform all of its obligations hereunder.
- 9.2.4 The entry into and performance by Zensun Development of, and the transactions contemplated by, this Agreement do not conflict with (a) any law or regulation applicable to Zensun Development, (b) the articles of association of Zensun Development or (c) any agreement or instrument binding upon Zensun Development.

ARTICLE 10. TERM AND TERMINATION

- 10.1 Subject to compliance with Articles 10.2 and 10.3 below, the Parties may issue a written notice of termination (the “**Termination Notice**”) of this Agreement to the other party no less than six months in advance.
- 10.2 The effective term of this Agreement (the “**Effective Term**”) shall run from 1 January 2024 until 31 December 2026, unless terminated earlier in accordance with the terms of this Agreement.
- 10.3 If either Party breaches any of the terms of this Agreement (the “**Breaching Party**”), the other Party (the “**Non-Breaching Party**”) may serve a written notice on it informing it of the act constituting the breach and requiring the Breaching Party to remedy the same within the designated reasonable time limit. If the Breaching Party fails to remedy such breach within the said time limit, the Non-Breaching Party may immediately terminate this Agreement, and shall reserve the right to seek compensation from the Breaching Party and to claim any other rights permitted by law.
- 10.4 Termination of this Agreement shall not affect the rights or obligations of either Party which have already accrued hereunder.

ARTICLE 11. FORCE MAJEURE

- 11.1 If either Party is unable to perform all or a part of its obligations hereunder because it is affected by Force Majeure, the performance of such obligation shall be suspended for the period during which its performance is affected by the Force Majeure.
- 11.2 If the performance of this Agreement is directly affected by or performance in accordance with the agreed terms is not possible due to Force Majeure, the Party encountering such Force Majeure event shall make best efforts to inform the other Party in the form of a notice of the particulars of the event within the shortest time and, within 15 days, furnish details of the event and valid supporting documents as to the reason which this Agreement cannot be performed or cannot be fully performed or why the term for its performance needs to be extended. The Party claiming that Force Majeure has caused its performance of this Agreement to become objectively impossible or unrealistic has the obligation to make all reasonable efforts to eliminate or reduce the impact of the Force Majeure.
- 11.3 If an event of Force Majeure occurs, the Parties shall immediately decide through amicable consultations how to implement the Agreement. The Parties shall decide through consultations whether to terminate the Agreement or to partially release liability for performance of the Agreement or to extend the term for performance of the Agreement in accordance with the degree of impact on the Force Majeure event on the performance of the Agreement.

ARTICLE 12. CONFIDENTIALITY

- 12.1 No Party shall permit or cause the disclosure of any information (other than to its professional advisers under a duty of confidentiality) which it may have, or may acquire before or after the date of this Agreement relating to the provisions of, and negotiations leading to, this Agreement and the performance of the obligations hereunder except where the relevant confidential information is required to be disclosed under Hong Kong laws and regulations, the Listing Rules, PRC laws or otherwise imposed by the Stock Exchange, the Hong Kong Securities and Futures Commission or any other government or regulatory authority or has been expressly permitted by the other Party in writing.

ARTICLE 13. MISCELLANEOUS PROVISIONS

- 13.1 Other than as specified herein, neither Party may assign any of its rights or obligations hereunder without the other Party's prior written consent.
- 13.2 This Agreement constitutes the entire agreement between the Parties and replaces all prior oral or written agreements, contracts, understandings and communications between them regarding the matters in relation to pricing principles and annual caps.
- 13.3 The illegality, invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of the other provisions hereof.
- 13.4 Each Party shall bear its own costs and expenses (including legal advisory fees, tax liabilities) arising in connection with its entry into this Agreement and any matter contemplated by it.
- 13.5 The Agreement may be amended only by written agreement signed by the duly authorised officers of the Parties. If such amendment constitutes a material or major change to this Agreement, such amendment shall become effective only after approval has been received from the board of directors and/or shareholders at a general meeting of Zensun Enterprises and/or the Stock Exchange, in accordance with the requirements under the Listing Rules.
- 13.6 Unless otherwise specified, failure or delay by a Party to exercise its rights or powers hereunder shall not constitute a waiver of such right or power, nor will the partial exercise of such rights or powers preclude the exercise or any other right, power or privilege.

ARTICLE 14. NOTICES

14.1 Any notice, demand or other communication to be given by each Party to the other Party under this Agreement shall be in writing, and shall be deemed duly served if:

- (a) delivered personally; or
- (b) sent by prepaid ordinary post

to the address of such other Party stated below or such other address as such other Party previously notified to the Party serving the same in the manner hereinbefore mentioned:

To Zensun Enterprises:

Address: 24/F., Wyndham Place, 40-44 Wyndham Street, Central, Hong Kong

Attention: The board of directors

To Zensun Development:

Address: Room 101, Floor 1-2, Block 1, No. 2, Gangwan Road, Guancheng Huizu District, Zhengzhou, Henan Province, the PRC

Attention: The board of directors

14.2 A notice, demand or other communication shall be deemed served:

- (a) if delivered personally, at the time of delivery; and
- (b) if sent by post, on the second day after posting.

ARTICLE 15. GOVERNING LAW AND JURISDICTION

- 15.1 This Agreement shall be governed by and construed in all respects in accordance with the laws of Hong Kong.
- 15.2 Each of the Parties hereby irrevocably agrees to submit to the non-exclusive jurisdiction of the courts of Hong Kong.

ARTICLE 16. SUPPLEMENTARY PROVISIONS

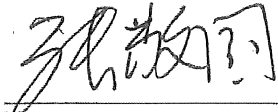
- 16.1 This Agreement is made in the English language.
- 16.2 This Agreement may be executed in any number of counterparts and by any part on separate counterparts, each of which when so executed and delivered shall be an original, but all the counterparts together shall constitute one and the same instrument.

IN WITNESS whereof this Agreement has been duly executed the day and year first above written.

ZENSUN ENTERPRISES LIMITED

(正商實業有限公司)

By:



Name: Zhang Jingguo

Title: Director

河南正商企業發展集團有限責任公司
(HENAN ZENSUN CORPORATE
DEVELOPMENT GROUP LIMITED)

By:



Name: Huang Kefei
Title: Director