

Dated 19th October 2022

New Sparkle Roll International Group Limited

AND

Elstone Securities Limited

**TERMINATION AGREEMENT relating to
the PLACING AGREEMENT
dated 9 September 2022**

THIS TERMINATION AGREEMENT is made on 19th October 2022

BETWEEN: -

- (1) **New Sparkle Roll International Group Limited**, a limited liability company incorporated in the Bermuda, and whose principal office in Hong Kong is at Rooms 2028-36, 20 Floor, Sun Hung Kai Centre, 30 Harbour Road, Wanchai, Hong Kong (the “**Company**”); and
- (2) **Elstone Securities Limited**, a company incorporated in Hong Kong, with limited liability whose registered office is at Suite 1601-04, 16/F., West Tower, Shun Tak Centre, 168-200 Connaught Road Central, Sheung Wan, Hong Kong (the “**Placing Agent**”).

(each as a “**Party**”, and both as the “**Parties**”)

WHEREAS:

- (A) The Parties entered into a placing agreement on 9 September 2022 (the “**Placing Agreement**”) relating to the Placing of up to 538,000,000 new Shares to be issued by the Company under the General Mandate to the Placees procured by the Placing Agent.
- (B) Due to the current unstable market conditions, the Parties mutually agree to enter into this termination agreement (the “**Termination Agreement**”) to terminate the Placing Agreement and the Placing as contemplated thereunder.

THE PARTIES AGREE THAT:

1. DEFINITIONS

Unless the context hereof requires otherwise, capitalised terms used in this Termination Agreement shall have the same meaning as those defined in the Placing Agreement.

2. TERMINATION OF THE PLACING AGREEMENT AND THE PLACING

The Parties mutually agree to forthwith terminate the Placing Agreement and the Placing as contemplated thereunder, and unconditionally and irrevocably release and discharge each other Party from any or all of its duties, obligations, responsibilities and functions under the Placing or with respect to the Placing Agreement. The Company shall not have to pay any placing commission or reimbursement to the Placing Agent, and no money dues from either Party to the other Party. No Party shall have any recourse whatsoever against the other Party under and/or with respect to the Placing Agreement and/or the Placing.

3. NOTICES

All notices delivered hereunder shall be in writing in the English language and shall be communicated to the following addresses:

If to the Company, to:

New Sparkle Roll International Group Limited

Rooms 2028-36, 20th Floor, Sun Hung Kai Centre, 30 Harbour Road, Wanchai, Hong Kong

Facsimile : (852) 2299 9966
Attention : The Board of Directors

If to the Placing Agent to:

Elstone Securities Limited

Suite 1601-04, 16th Floor, West Tower, Shun Tak Centre, 168-200 Connaught Road Central, Sheung Wan, Hong Kong

Facsimile : (852) 3725 4398
Attention : Mr. Kenneth Ng/ Ms. Lubbie AuYeung

or to such other address or facsimile number as the party concerned may have been notified to the other party pursuant to this Clause and may be given by sending it by hand to such address or by facsimile transmission to such facsimile number, or to such other address or facsimile number as the party concerned may have notified to the other party in accordance with this Clause. Such notice shall be deemed to be served on the day of delivery or facsimile transmission (or, if the day of delivery or transmission is not a Business Day or if the delivery or transmission is made after 5:00 p.m. Hong Kong time, deemed to be served on the immediately following Business Day) or, if sooner, upon acknowledgement of receipt by or on behalf of the party to which it is addressed.

5. GOVERNING LAW

This Termination Agreement is governed by and shall be construed in accordance with the laws of Hong Kong for the time being in force and the Parties hereby irrevocably submit to the non-exclusive jurisdiction of the Hong Kong courts in connection herewith.

6. GENERAL

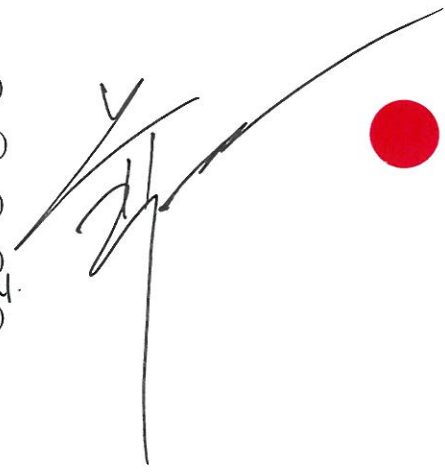
- (A) This Termination Agreement may be executed in any number of counterparts by the Parties on separate counterparts, each of which when executed shall constitute an original and all of which when taken together shall constitute one and the same document.

- (B) Each Party shall bear its own costs and expenses (if any) incurred by it in connection with the preparation, negotiation and settlement of this Termination Agreement.

[Remaining of this page is intentionally left blank]

IN WITNESS whereof this Termination Agreement has been executed by the Parties as a deed on the day and year first above written.

SEALED with the **COMMON SEAL** of)
New Sparkle Roll International Group Limited)
and signed by **ZHENG HAO JIANG**)
director(s) and duly authorised person(s) for)
and on its behalf in the presence of:- **ZHANG QIAN**)
Zhang Qian)

A handwritten signature in black ink is written over a large, curved line. To the right of the signature is a solid red circular seal.

SEALED with the COMMON SEAL of)
Elstone Securities Limited)
and signed by Ng Siu Hong)
director(s) and duly authorised person(s) for)
and on its behalf in the presence of:-)

An Yeung Wing Lam
WY

