

**DATE: 9 April 2024**

**WALNUT CAPITAL LIMITED**  
**(胡桃資本有限公司)**  
**(as Company)**

**AND**

**OPEN SECURITIES LIMITED**  
**(開盤證券有限公司)**  
**(as Placing Agent)**

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**PLACING AGREEMENT**  
**relating to the placing of up to**  
**350,166,962 Rights Shares in the share capital of**  
**Walnut Capital Limited**  
**to be issued under the Rights Issue on the basis of**  
**one Rights Share for every two Shares held on the Record Date**

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**Michael Li & Co.**  
**Rooms 1901A, 1902 & 1902A, 19/F**  
**New World Tower I**  
**16-18 Queen's Road Central**  
**Central, Hong Kong**  
**(Ref: CCL/AC/KUNG/BH/2418212)**

**THIS AGREEMENT** is made on 9 April 2024

**BETWEEN:**

- (1) **WALNUT CAPITAL LIMITED (胡桃資本有限公司)**, a company incorporated in the Cayman Islands and continued in Bermuda with limited liability and having its registered office at Clarendon House, 2 Church Street, Hamilton HM 11, Bermuda and its head office and principal place of business in Hong Kong at Unit 3108, 31/F, West Tower, Shun Tak Centre, 168-200 Connaught Road Central, Hong Kong (the “**Company**”); and
- (2) **OPEN SECURITIES LIMITED (開盤證券有限公司)**, a company incorporated in Hong Kong with limited liability, having its registered office at Room 3203-04, 32/F, Tower 6, The Gateway, 9 Canton Road, Tsim Sha Tsui, Kowloon, Hong Kong (the “**Placing Agent**”).

**WHEREAS:**

- (A) The Company is incorporated in the Cayman Islands and continued in Bermuda whose issued Shares are listed on the main board of the Stock Exchange. As at the date hereof, the Company has an authorised share capital of HK\$1,000,000,000 divided into 100,000,000,000 Shares of HK\$0.01 each. As at the date hereof, 700,333,925 Shares are issued and are fully paid or credited as fully-paid and 99,299,666,075 Shares remain unissued.
- (B) The Company proposes to conduct the Rights Issue at the Subscription Price on the basis of one Rights Share for two existing Shares held on the Record Date.
- (C) Pursuant to Rule 7.21(1) of the Listing Rules, the Company in the Rights Issue must make compensatory arrangement to dispose of the Rights Shares not validly applied for by the Shareholders for the benefit of those Shareholders.
- (D) The Company therefore hereby appoints the Placing Agent upon the terms and conditions herein and the Placing Agent agrees to accept the appointment in accordance with the terms hereof.

**IT IS HEREBY AGREED:**

**1. INTERPRETATION**

- 1.1 In this Agreement, including the Recitals and Schedule hereto, unless the context otherwise requires, the following expressions have the following meanings:

“**acting in concert**” has the meaning as ascribed to it in the Code on Takeovers and Mergers of Hong Kong

“**Agreement**” this placing agreement as amended or varied from

	time to time by an agreement in writing duly executed and delivered by the parties hereto
<b>“Announcement”</b>	the announcement to be made by the Company regarding, among other things, this Agreement and the Rights Issue to be published by the Company on or about 9 April 2024
<b>“associate(s)”</b>	has the meaning ascribed thereto under the Listing Rules
<b>“Business Day”</b>	a day (other than a Saturday, Sunday, public holiday and any day on which a tropical cyclone warning signal no. 8 or above, or “extreme conditions” caused by a super typhoon or a “black” rainstorm warning signal is hoisted or in effect between 9:00 a.m. and 12:00 noon and is not lowered or discontinued at or before 12:00 noon) on which commercial banks in Hong Kong are open for general business
<b>“CCASS”</b>	the Central Clearing and Settlement System established and operated by Hong Kong Securities Clearing Company Limited
<b>“Completion”</b>	completion of the Placing in accordance with the terms and condition set out in this Agreement
<b>“Completion Date”</b>	Thursday, 30 May 2024 or such other date as the Company and the Placing Agent may agree
<b>“connected person(s)”</b>	has the meaning ascribed thereto under the Listing Rules
<b>“Group”</b>	the Company and its subsidiaries and the expression “member(s) of the Group” shall be construed accordingly
<b>“Hong Kong”</b>	the Hong Kong Special Administrative Region of the People’s Republic of China
<b>“Independent Third Party(ies)”</b>	person(s) who is/are independent of and not connected with the directors, chief executive and substantial shareholders of the Company or any of its subsidiaries, or any of their respective associates
<b>“Latest Time for Acceptance”</b>	4:00 p.m. on Thursday, 16 May 2024 or such other date and/or time as may be determined by the Company, being the latest time for acceptance of, and payment for, the Rights Shares as described in

	the Prospectus
<b>“Listing Rules”</b>	Rules Governing the Listing of Securities on the Stock Exchange
<b>“Non-Qualifying Shareholder(s)”</b>	those Overseas Shareholders (if any) to whom the Company considers it necessary or expedient not to offer the Rights Shares
<b>“NQS Unsold Rights Shares”</b>	the Rights Shares which would otherwise have been provisionally allotted to the Non-Qualifying Shareholders in nil-paid form and have not been sold by the Company
<b>“Overseas Shareholder(s)”</b>	Shareholders (if any) whose registered addresses as shown in the register of members of the Company on the Record Date are outside of Hong Kong
<b>“Placee(s)”</b>	any person or entity procured by the Placing Agent or its agent(s) to subscribe for any Unsubscribed Share
<b>“Placing”</b>	the placing of the Unsubscribed Shares on and subject to the terms and condition set out in this Agreement
<b>“Placing End Date”</b>	Thursday, 23 May 2024, or such other date and/or time as may be agreed between the Company and the Placing Agent as the latest date for acceptance of, and payment for, the Unsubscribed Shares under this Agreement
<b>“Placing Period”</b>	the period from Tuesday, 21 May 2024 up to 4:00 p.m. on Thursday, 23 May 2024 (both days inclusive), or such other date(s) and/or time as the Company may announce, being the period during which the Placing Agent will seek to effect the Unsubscribed Arrangements
<b>“Placing Price”</b>	the placing price of the Unsubscribed Shares shall be not less than the Subscription Price (exclusive of any brokerage, SFC transaction levy and Stock Exchange trading fee as may be payable) and the final price determination will depend on the demand for and the market conditions of the Unsubscribed Shares during the placement process
<b>“Prospectus”</b>	the prospectus to be issued by the Company for the Rights Issue

<b>“Public Float Requirement”</b>	the public float requirement under Rules 8.08(1)(a) and 13.32(1) of the Listing Rules
<b>“Qualifying Shareholders”</b>	Shareholders whose names appear on the register of members of the Company as at the close of business on the Record Date and are not the Non-Qualifying Shareholders
<b>“Record Date”</b>	tentatively being Monday, 29 April 2024 or such other date as may be determined by the Company for the determination of the entitlements under the Rights Issue
<b>“Rights Issue”</b>	the proposed offer for subscription by the Qualifying Shareholders for the Rights Shares at the Subscription Price on the terms and subject to the conditions set out in this Agreement and the Prospectus Documents
<b>“Rights Shares”</b>	350,166,962 new Shares, proposed to be offered to the Qualifying Shareholders under the Rights Issue
<b>“SFC”</b>	the Securities and Futures Commission of Hong Kong
<b>“Shares”</b>	ordinary share(s) of HK\$0.01 each in the share capital of the Company
<b>“Shareholder(s)”</b>	holder(s) of the Shares
<b>“Stock Exchange”</b>	The Stock Exchange of Hong Kong Limited
<b>“Subscription Price”</b>	HK\$0.162 per Rights Share, being the subscription price under the Rights Issue
<b>“subsidiary(ies)”</b>	has the meaning ascribed thereto it in section 15 of the Companies Ordinance (Chapter 622 of the Laws of Hong Kong)
<b>“Unsubscribed Arrangements”</b>	arrangements under this Agreement to place the Unsubscribed Shares by the Placing Agent on a best effort basis to investors who (or as the case may be, their ultimate beneficial owner(s)) are not Shareholders and are otherwise independent third parties pursuant to Rule 7.21(1)(b) of the Listing Rules
<b>“Unsubscribed Shares”</b>	up to a total of 350,166,962 Rights Shares to be placed pursuant to this Agreement in relation to Rights Shares that are not subscribed by the

Qualifying Shareholders and the NQS Unsold Rights Shares (as the case may be)

“**HK\$**” Hong Kong dollars, the lawful currency of Hong Kong

- 1.2 In this Agreement, references herein to “Recitals”, “Clauses” and the “Schedule” are to the recitals and clauses of and the schedule to this Agreement.
- 1.3 In this Agreement, the singular includes the plural and vice versa, words importing gender or the neuter include both genders and the neuter and references to persons include bodies corporate or unincorporate.
- 1.4 Headings inserted are for convenience only and shall not affect the interpretation of this Agreement.
- 1.5 References in this Agreement to time are to Hong Kong time.

## **2. PLACING**

- 2.1 Upon and subject to the terms and conditions set out in this Agreement, the Placing Agent agrees, as agent of the Company, during the Placing Period to procure on a best effort basis Placees to subscribe for the Unsubscribed Shares at the Placing Price (but for the avoidance of doubt, shall exclude such brokerage, SFC transaction levy, and Stock Exchange trading fee as may be payable by such Placees in relation to each such Unsubscribed Share). The Placing Price shall be not less than the Subscription Price and the final price determination shall be determined by the Placing Agent at its sole discretion taking into account the demand for and the market conditions of the Unsubscribed Shares during the placement process. The Placing Agent shall inform the Company of the final price determination. The Placing Agent may carry out the Placing itself and/or, at its own expenses, through such other agents as the Placing Agent may agree with the Company. The Placing Agent shall procure that such other agents shall comply with all relevant obligations to which the Placing Agent is subject under the terms of this Agreement.
- 2.2 The Company hereby appoints the Placing Agent as its agent to, during the Placing Period, procure on a best effort basis Placees to subscribe for the Unsubscribed Shares on and subject to the terms and condition set out in this Agreement. Any transaction properly carried out by the Placing Agent pursuant to this Agreement shall constitute a transaction carried out by the Placing Agent at the request of the Company and as its agent and not on account of or for the Placing Agent. The Placing Agent shall not be responsible for any loss or damage (except for any loss or damage which is caused, directly or indirectly, by fraud, wilful default or negligence on the part of the Placing Agent, or any sub-agent appointed by the Placing Agent pursuant to Clause 2.1) to the Company arising directly or indirectly from any such transaction (other than as a result of non-compliance by the Placing Agent with its obligations under this Agreement).

- 2.3 The Company hereby confirms that the foregoing appointment confers on the Placing Agent all powers, authorities and discretion on its behalf which are necessary for, or incidental to, the Placing and hereby agrees to ratify and confirm any act which the Placing Agent shall or may lawfully and reasonably do or have done pursuant to or in anticipation of the terms and condition of this Agreement subject to the provisions contained herein.
- 2.4 The Company shall allot and issue the Unsubscribed Shares in accordance with the memorandum of association and bye-laws of the Company, all applicable laws of Hong Kong and the rules and regulations of the Stock Exchange, and the Unsubscribed Shares shall rank *pari passu* in all respects among themselves and with the existing Shares in issue and be free from all liens, charges, encumbrances and third-party rights together with all rights attaching thereto as at the Completion Date, including but not limited to the rights to receive all future dividends and other distributions thereafter declared, made or paid.
- 2.5 Prior to the Completion and by no later than 5:00 p.m. on the next Business Day after the Placing Agent has procured the Placees to subscribe for the Unsubscribed Shares (or such later date as may be agreed between the parties hereto in writing), the Placing Agent shall deliver to the Company and the Stock Exchange the names, addresses and denominations (in board lots or otherwise) in which the Unsubscribed Shares are to be registered and, where relevant, the CCASS accounts to which the Unsubscribed Shares are to be credited. The choice of the Placees shall be determined by the Placing Agent at its sole discretion subject to the requirements of the Listing Rules and/or any objection the Stock Exchange may have to any particular person or company being a Placee PROVIDED that the Placing Agent undertakes to use its best endeavours to procure that (i) the Unsubscribed Shares shall only be placed to professional persons, institutional, corporate or individual investor(s) who and whose respective ultimate beneficial owners (if applicable) are Independent Third Parties and are independent of and not acting in concert with any of the connected persons of the Company and their associates;(ii) the Placing will not have any implications under the Takeovers Code and no Shareholders will be under any obligation to make a general offer under the Takeovers Code as a result of the Placing; and (iii) the Company will continue to comply with the Public Float Requirement upon completion of the Placing and the Rights Issue.

### **3. CONDITIONS**

- 3.1 The Placing is conditional upon:
- (a) the Listing Committee of the Stock Exchange having granted the listing of, and permission to deal in, the Rights Shares;
  - (b) the Rights Issue having become unconditional;
  - (c) the representations and warranties of the Company in this Agreement remaining true and accurate in all material respects and none of the

undertakings of the Company in this Agreement having been breached in any material respects;

- (d) all necessary consents and approvals to be obtained on the part of each of the Placing Agent and the Company in respect of this Agreement and the transactions contemplated thereunder having been obtained; and
- (e) this Agreement not having been terminated in accordance with its terms.

3.2 The Company shall use its reasonable endeavours to procure the fulfillment of the conditions referred to in Clauses 3.1. Save for the conditions set out in Clause 3.1(c) which can be waived by the Placing Agent, the conditions set out above are incapable of being waived by either the Company or the Placing Agent. In the event the condition referred to in Clause 3.1 is not fulfilled or waived on or before the Placing End Date (or such later date as may be agreed between the parties hereto in writing), all rights, obligations and liabilities of the parties hereto shall cease and terminate and neither of the parties shall have any claim against the other, save for any antecedent breach under this Agreement prior to such termination.

#### **4. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS**

4.1 The Company hereby represents, warrants and undertakes to the Placing Agent that:

- (a) the Unsubscribed Shares shall be allotted and issued in accordance with the memorandum of association and bye-laws of the Company, all applicable laws of Hong Kong and the rules and regulations of the Stock Exchange, and the Unsubscribed Shares shall rank *pari passu* in all respects among themselves and with the existing Shares in issue and be free from all liens, charges, encumbrances and third-party rights together with all rights attaching thereto as at the Completion Date, including but not limited to the rights to receive all future dividends and other distributions thereafter declared, made or paid;
- (b) subject to the fulfillment of the conditions referred to in Clause 3.1, the Company has full power and authority to issue the Unsubscribed Shares and has obtained all the relevant approval(s), consent(s) and license(s) required (if any) for the allotment and issue of the Unsubscribed Shares;
- (c) the Company has the power to enter into this Agreement and this Agreement has been duly authorised and executed by, and constitutes legal, valid and binding obligations of the Company which shall be enforceable against the Company in accordance with its terms and condition;



- (d) the Company undertakes to indemnify the Placing Agent, its delegates, affiliates and the sub-placing agents and their respective directors, employees, officers and shareholders (collectively referred to as the “**Indemnified Persons**”) and to hold each of the Indemnified Persons fully and effectively indemnified on a continuing basis against all losses, liabilities, damages, costs, charges and reasonable expenses (including but without limitation, legal fees, liabilities, costs and expenses), claims, actions, investigations, demands, proceedings, regulatory enquiries or judgment which may be brought, incurred or suffered or alleged or threatened to be brought against or incurred or suffered by any or all of the Indemnified Persons as a result of, or arising out of, or in relation to, any misrepresentation or alleged misrepresentation or any breach or alleged breach of any of the aforesaid representations, warranties or agreements of the Company in Clause 4.1(a) to (c); and
- (e) no claim shall be made against any or all of the Indemnified Persons by the Company to recover any damages, losses, claims, costs, charges or reasonable expenses which the Company may suffer or incur by reason of or arising from the carrying out by or on behalf of the Placing Agent of the work to be done by it pursuant hereto or the performance of its obligations hereunder or otherwise in connection with the Placing except for any loss or damage directly resulting from any fraud, wilful default or gross-negligence as finally adjudged on the part of the relevant Indemnified Persons by a competent court in Hong Kong or as a result, directly or indirectly, from non-compliance by the Placing Agent or any sub-placing agent with its obligations under this Agreement.

4.2 The Placing Agent hereby represents, warrants and undertakes to the Company that:

- (a) it has power to enter into this Agreement and this Agreement has been duly authorised and executed by, and constitutes legal, valid and binding obligations of the Placing Agent which shall be enforceable against the Placing Agent in accordance with its terms and condition;
- (b) in each jurisdiction in which the Placing Agent solicits subscription for the Unsubscribed Shares, the Placing Agent will do so in accordance with all applicable laws, rules and regulations in force in such jurisdiction. The Unsubscribed Shares shall not be offered to or placed in circumstances which would constitute an offer to the public in Hong Kong within the meaning of the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Chapter 32 of the Laws of Hong Kong) or in any other place or in any manner in which the securities laws, rules or regulations of any place may be infringed or not complied with;
- (c) no action has been or will be taken directly or indirectly in any jurisdiction that would result in a public offering of the Unsubscribed

Shares and neither it nor persons acting on its behalf will offer or sell any Unsubscribed Shares otherwise than in compliance with applicable laws and regulations in each jurisdiction in which any such offer or sale takes place, and without prejudice to the generality of the foregoing, as the Unsubscribed Shares have not been and will not be registered under the Securities Act of the United States (the “**Securities Act**”), they may not be offered, sold, transferred and delivered within the United States except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act, and accordingly the Unsubscribed Shares have not been and will not be offered or sold to a buyer in the United States, except to those persons it reasonably believes to be qualified institutional buyers (as defined in Rule 144A under the Securities Act). Neither it nor any person acting on its behalf has engaged or will engage in any directed selling efforts in the United States (as defined in Regulation S under the Securities Act) or any form of general solicitation or general advertising (each as used in Rule 5.02(c) of Regulation D under the Securities Act) with respect to the Unsubscribed Shares;

- (d) the Placing Agent will use its best endeavours and make all reasonable enquiries to ensure that the Placees and their respective ultimate beneficial owners (if applicable) will be third parties independent of, and not connected with or acting in concert with, the Company, its connected persons (as defined under the Listing Rules) and their respective associates (as defined under the Listing Rules);
- (e) the Placing Agent will use its best endeavours and make all reasonable enquiries to ensure that none of the Placees will, immediately upon the Completion, become a substantial shareholder (as defined under the Listing Rules) of the Company;
- (f) the Placing Agent will make available and promptly supply, or use its best endeavours to procure the relevant Placees to make available and promptly supply, to the Stock Exchange and the SFC or any other relevant authority all information in relation to the Placees which may be required by the Stock Exchange, the SFC and/or such other authority;
- (g) the Placing Agent will ensure the fulfillment and compliance of all applicable rules and regulations of the Stock Exchange and if applicable, the rules and codes of the SFC in relation to its role as placing agent for the Placing, and will issue appropriate written confirmation of such fulfillment and compliance upon request by the Company and/or the relevant authority;
- (h) the Placing Agent and its ultimate beneficial owners are Independent Third Parties; and

- (i) before the Placing Agent engages sub-placing agent(s) to place the Unsubscribed Shares, it will confirm with the Company and such sub-placing agent(s) that these sub-placing agent(s) and their ultimate beneficial owners are Independent Third Parties and that they are independent of and not acting in concert with any of the connected persons of the Company and their associates.

4.3 Each party to this Agreement undertakes that, save for the Announcement and any other disclosure as may be required to be made in compliance with the Listing Rules or any other applicable laws, rules and regulations and/or as may be required by the relevant authority, no announcements, press releases or other general public disclosure in relation to the Placing shall be made by any of them without the prior written consent of the other party (such consent shall not be unreasonably withheld or delayed).

4.4 The representations, warranties and undertakings contained in this Clause are deemed to be given as at the date of this Agreement and shall be deemed to be repeated on the Completion Date as if given on such date with reference in each case to the facts and circumstances then subsisting and shall remain in full force and effect notwithstanding Completion. Each party hereto hereby undertakes to notify the other party to this Agreement of any matter or event coming to its attention which may render any of the representations, warranties or undertakings untrue or inaccurate or misleading in any material respect at any time prior to the Completion Date.

## 5. **COMPLETION**

Completion of this Agreement shall take place at 4:00 p.m. on the Completion Date at the principal office of the Company in Hong Kong (or such other date, time and/or place as the parties hereto may agree in writing) when all (but, not part only) of the following businesses shall be transacted:

- (a) the Placing Agent shall effect payment to the Company by way of cashier's order or telegraphic transfer in Hong Kong dollars for value to the Company of an amount equal to the Placing Price multiplied by the number of the Unsubscribed Shares actually placed by the Placing Agent less the amounts deducted by the Placing Agent under Clause 6; and
- (b) the Company shall allot and issue to the Placees such number of the Unsubscribed Shares subscribed by them and shall procure that the Placees or their nominees be registered on the register of members of the Company in Hong Kong in respect thereof, and shall arrange to deliver to the Placing Agent the definitive share certificates in the form of a jumbo certificate or in such denomination as the Placing Agent may instruct pursuant to Clause 2.5 issued in the names of the Placees or their nominees in respect of such number of Unsubscribed Shares to be subscribed by each of them respectively and in accordance with such instructions referred to above or arrange for the Unsubscribed

Shares to be deposited into CCASS in accordance with such instructions and the Prospectus.

## **6. COMMISSIONS AND EXPENSES**

- 6.1 Subject to completion of the Placing, the Company shall pay to the Placing Agent a placing commission of 1% of the actual gross proceeds from the subscription of the Unsubscribed Rights Shares and the NQS Unsold Rights Shares actually procured by the Placing Agent in accordance with this Agreement, and the Placing Agent is hereby authorised to deduct from the payment to be made by it to the Company at Completion pursuant to Clause 5(a).
- 6.2 Subject to Clause 6.3, the Company shall pay all out-of-pocket expenses properly and reasonably incurred by the Placing Agent in connection with the Placing.
- 6.3 Each of the parties hereto shall be respectively liable for its own legal and other professional fees and expenses in connection with the preparation of this Agreement.

## **7. TERMINATION**

- 7.1 Notwithstanding anything contained in this Agreement, the Placing Agent may terminate this Agreement without any liability to the Company save for antecedent breach under this Agreement prior to such termination, by notice in writing given to the Company at any time prior to 4:00 p.m. on the Placing End Date upon the occurrence of the following events which, in the reasonable opinion of the Placing Agent, has or may have an adverse effect on the business or financial conditions or prospects of the Company or the Group taken as a whole or the success of the Placing or the full placement of all of the Unsubscribed Shares or has or may otherwise make it inappropriate, inadvisable or inexpedient to proceed with the Placing on the terms and in the manner contemplated in this Agreement if there develops, occurs or comes into force:
- (a) the Company fails to comply with its obligations under this Agreement; or
  - (b) any breach of any of the representations and warranties set out in Clause 4.1 comes to the knowledge of the Placing Agent or any event occurs or any matter arises on or after the date of this Agreement and prior to the Completion Date which if had occurred or arisen before the date of this Agreement would have rendered any of such representations and warranties untrue or incorrect in any material respect or there has been a material breach by the Company of any other provision of this Agreement; or
  - (c) the introduction of any new law or regulation or any change in existing law or regulation (or the judicial interpretation thereof) or other

occurrence of any nature whatsoever which may in the reasonable opinion of the Placing Agent materially and adversely affect the business or the financial or trading position or prospects of the Company as a whole or is materially adverse in the context of the Placing; or

- (d) the occurrence of any local, national or international event or change (whether or not forming part of a series of events or changes occurring or continuing before, and/or after the date hereof) of a political, military, financial, economic or other nature (whether or not ejusdem generis with any of the foregoing), or in the nature of any local, national or international outbreak or escalation of hostilities or armed conflict, or affecting local securities markets which may, in the reasonable opinion of the Placing Agent materially and adversely affect the business or the financial or trading position or prospects of the Company as a whole or materially and adversely prejudice the success of the Placing or otherwise makes it inexpedient or inadvisable to proceed with the Placing; or
- (e) any adverse change in market conditions (including without limitation, any change in fiscal or monetary policy, or foreign exchange or currency markets, suspension or material restriction or trading in securities) occurs which in the reasonable opinion of the Placing Agent is likely to materially or adversely affect the success of the Placing or otherwise makes it inexpedient or inadvisable to proceed with the Placing; or
- (f) there is any change in the circumstances of the Company which in the reasonable opinion of the Placing Agent will adversely affect the prospects of the Company, including without limiting the generality of the foregoing the presentation of a petition or the passing of a resolution for the liquidation or winding up or the destruction of any material asset of the Company; or
- (g) any event of force majeure including, without limiting the generality thereof, any act of God, war, riot, public disorder, civil commotion, fire, flood, explosion, epidemic, terrorism, strike or lock-out; or
- (h) any other material adverse change in relation to the business or the financial or trading position or prospects of the Company as a whole whether or not ejusdem generis with any of the foregoing; or
- (i) any matter which, had it arisen or been discovered immediately before the date of the Prospectus Documents and not having been disclosed in the Prospectus and the provisional allotment letter, would have constituted, in the reasonable opinion of the Placing Agent, a material omission in the context of the Rights Issue; or
- (j) any suspension in the trading of securities generally or the Company's securities on the Stock Exchange for a period of more than ten

consecutive Business Days, excluding any suspension in connection with the clearance of the Announcement or the Prospectus and the provisional allotment letter or other announcements in connection with the Rights Issue.

- 7.2 If (i) notice is given pursuant to Clause 7.1; and/or (ii) all the Rights Shares have been taken up by the Qualifying Shareholders and/or the holders of the nil-paid rights on or before the Latest Time for Acceptance, this Agreement shall terminate and be of no further effect and neither party shall be under any liability to the other party in respect of this Agreement save for any antecedent breach under this Agreement prior to such termination.

## **8. MISCELLANEOUS**

- 8.1 All provisions of this Agreement shall so far as they are capable of being performed or observed continue in full force and effect notwithstanding Completion except in respect of those matters which have already been performed.
- 8.2 This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of parties hereto may execute this Agreement by signing any such counterparts.
- 8.3 This Agreement shall be binding on and endure for the benefit of the successors of the parties hereto but assignment may only be made after prior written consent of the other party has been given.

## **9. NOTICE**

- 9.1 Any notice required to be given hereunder will be deemed to be duly served if left at or sent by hand, by telex or facsimile transmission or pre-paid post to the registered office or to the following addresses and facsimile numbers and marked for the attention of the following persons:

<u>Party</u>	<u>Address</u>	<u>Facsimile number</u>
The Company	Unit 3108, 31/F, West Tower, Shun Tak Centre, 168-200 Connaught Road Central, Hong Kong <u>Attn: The board of directors</u>	(852) 3152 2716
The Placing Agent	Room 3203-04, 32/F, Tower 6, The Gateway, 9 Canton Road, Tsim Sha Tsui, Kowloon, Hong Kong <u>Attn: The board of directors</u>	(852) 2573 4785

- 9.2 Any such notice will be deemed to be served if sent by facsimile on receipt of answerback, if sent by hand at the time when the same is handed to or left at the address of the party to be served, and if sent by post on the day (excluding Sundays or Hong Kong public holidays) after the day of posting.
- 9.3 The Company shall issue a written notice to the Placing Agent if there is any change in the timetable in respect of the Rights Issue.

**10. TIME OF ESSENCE**

Time shall be of the essence in this Agreement.

**11. GOVERNING LAW AND JURISDICTION**

- 11.1 This Agreement is governed by and shall be construed in accordance with the laws of Hong Kong.
- 11.2 The parties hereto irrevocably submit to the non-exclusive jurisdiction of the courts of Hong Kong.
- 11.3 Notwithstanding any other provisions of this Agreement, a person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) to enforce any provisions of this Agreement.





**THE PLACING AGENT**

**SIGNED** by Dou Jianjun )

for and on behalf of )

**OPEN SECURITIES LIMITED** )

in the presence of: Yewng Tsz Kin )

侯建军

Yewng Tsz Kin