

**CONFIDENTIAL**

Dated 30 April 2024

**SINOLINK WORLDWIDE HOLDINGS LIMITED**

**(as issuer)**

**and**

**OU YAPING**

**(as subscriber)**

relating to the subscription

of

convertible bonds to be issued by

**SINOLINK WORLDWIDE HOLDINGS LIMITED**

*(a company incorporated in Bermuda with limited liability)*

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**SUBSCRIPTION AGREEMENT**

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## SUBSCRIPTION AGREEMENT

THIS AGREEMENT is made the 30<sup>th</sup> day of April 2024

### BETWEEN:-

- (1) **Sinolink Worldwide Holdings Limited**, a company incorporated under the laws of Bermuda whose registered office is located at Clarendon House, 2 Church Street, Hamilton HM 11, Bermuda (the “**Issuer**” or the “**Company**”); and
- (2) **Ou Yaping**, holder of Hong Kong identity card number K586029(6) whose address is at 28/F., Infinitus Plaza, 199 Des Voeux Road Central, Hong Kong (the “**Subscriber**”).

### WHEREAS:-

- (A) The Company is a limited company incorporated in Bermuda, whose shares are listed on the Main Board of the Stock Exchange (as defined below) (Stock code: 1168). As at the date of this Agreement, the authorised share capital of the Company comprises 15,000,000,000 Shares (as defined below) with a par value of HK\$0.10 each, of which 6,374,003,096 Shares have been issued and are fully paid up. Further particulars of the Company are set out in *Schedule 1*.
- (B) The Company has agreed to issue and the Subscriber has agreed to subscribe for or procure the subscription of the Convertible Bonds (as defined below) upon and subject to the terms and conditions set out in this Agreement.

### NOW IT IS HEREBY AGREED AS FOLLOWS:

#### 1. DEFINITIONS

- 1.1 In this Agreement (including the Recitals and the Schedules), the words and expressions set out below shall have the meanings attributed to them below unless the context otherwise requires:

“ <b>Accounts</b> ”	means the consolidated financial statements of the Group, which comprise the consolidated statement of financial position as at the Accounts Date, and the consolidated statement of profit or loss and other comprehensive income, consolidated statement of changes in equity and consolidated statement of cash flows for the year ended the Accounts Date, and the notes thereto, as set out in the annual report of the Company for the year ended the Accounts Date published on the website of the Stock Exchange;
“ <b>Accounts Date</b> ”	means 31 December 2023;
“ <b>acting in concert</b> ”	has the meaning ascribed to it in the Takeovers Code;
“ <b>Agreement</b> ”	means this agreement as amended or varied from time to time;
“ <b>Business</b> ”	means the principal businesses being carried out by the Group as at the date of this Agreement, namely, financial technology investment and management, property development, property management, property investment, financial services and asset financing;

<b>“Business Day”</b>	means a day on which licensed banks in Hong Kong are open for business throughout their normal business hours, other than:- a Saturday, a Sunday or a public holiday in Hong Kong; or a day on which a tropical cyclone warning signal no. 8 or above or a black rainstorm warning signal is hoisted or remains hoisted in Hong Kong at any time between 9:00 a.m. and 5:00 p.m.;
<b>“Certificate”</b>	means the certificate, substantially in the form set out in <i>Schedule 2</i> , to be issued in respect of the Convertible Bonds, together with the Conditions;
<b>“Companies Ordinance”</b>	means the Companies Ordinance (Chapter 622 of the Laws of Hong Kong);
<b>“Conditions”</b>	means the terms and conditions of the Convertible Bonds to be attached to the Certificate substantially in the form set out in <i>Schedule 2</i> , and a <b>“Condition”</b> refers to the relative numbered paragraph of the Conditions;
<b>“Convertible Bond(s)”</b>	has the meaning set out in Clause 2.1;
<b>“Disclosed”</b>	means disclosed fairly in this Agreement (including the Schedules) or in the Accounts or in any announcement (including overseas regulatory announcement), circular or report of the Company and published on the websites of the Stock Exchange and the Company as of the date of this Agreement, for this purpose, “disclosed fairly” means disclosed in such manner and in such detail as to enable a reasonable purchaser to make an informed and accurate assessment of the matter concerned;
<b>“Encumbrance”</b>	means  any mortgage, charge, pledge, lien, hypothecation, encumbrance or other security arrangement of any kind;  any option, equity, claim, adverse interest or other third party right of any kind;  any arrangement by which any right is subordinated to any right of such third party; or  any contractual right of set-off,  including any agreement or commitment to create or procure to create, or to permit or suffer to be created or subsisted any of the above;
<b>“Governmental Authority”</b>	means any government (or political subdivision of it), whether on a state, provincial, municipal or local level and whether executive, legislative or judicial in nature, including (without limitation) any agency, authority, board, bureau, commission, court, department or any other instrumentality;
<b>“Group”</b>	means the group of companies consisting of the Company and the Subsidiaries and the expression <b>“member of the Group”</b> shall be construed accordingly;
<b>“Group Company(ies)”</b>	means each member of the Group;

<b>“HK\$”</b>	means Hong Kong dollar, the lawful currency of Hong Kong;
<b>“Hong Kong”</b>	means the Hong Kong Special Administrative Region of the People’s Republic of China;
<b>“Intellectual Property Rights”</b>	means patents, knowhow, trade secrets and other confidential information, registered or unregistered designs, copyrights, performer’s rights, internet domain names of any level, plant variety rights, design rights, rights in circuit layouts, topography rights, trademarks, service marks, business names, registrations of, applications to register and rights to apply for registration of any of the aforesaid items, rights in the nature of any of the aforesaid items in any country, rights in the nature of unfair competition rights, rights to sue for passing off, moral rights and other registrable or unregistrable intellectual property rights;
<b>“Law”</b>	means  any law, statute or statutory provision, regulation, rule, constitutional provision, treaty or rule of common law or equity (including but not limited to the Listing Rules);  any order, notice or decree of any Governmental Authority or other matter of any kind having the force of law; or  any order, decree, judgment or award of any court, tribunal or arbitrator of a competent jurisdiction;
<b>“Listing Rules”</b>	the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited;
<b>“Longstop Date”</b>	means 31 October 2024 (or such later date as may be agreed between the Subscriber and the Issuer in writing);
<b>“Losses”</b>	means losses, liabilities, damages, deficiencies, diminution in value, interest, penalties, expenses, judgment awards or settlement of any nature or kind, and costs and expenses (including, without limitation, legal fees on a full indemnity basis);
<b>“Parties”</b>	means the named Parties to this Agreement and <b>“Party”</b> means any one of them;
<b>“PRC”</b>	means the People’s Republic of China but excluding Hong Kong, Taiwan and Macau Special Administrative Region of the People’s Republic of China for the purpose of this Agreement;
<b>“Principal Amount”</b>	means the total principal amount of Convertible Bonds to be subscribed for by the Subscriber, being HK\$200,000,000;
<b>“SFC”</b>	means the Securities and Futures Commission of Hong Kong;
<b>“SFO”</b>	means the Securities and Futures Ordinance (Cap. 571 of the Laws of Hong Kong);
<b>“Shares”</b>	means ordinary shares of a par value of HK\$0.1 each in the issued share capital of the Company;

“Shareholders”	means holder(s) of the Share(s);
“Stock Exchange”	means The Stock Exchange of Hong Kong Limited;
“Subscription Completion”	means completion of the issue of and subscription for the Convertible Bonds pursuant to Clause 6;
“Subscription Completion Date”	means the date of the Subscription Completion;
“Subscription Conditions”	means the conditions precedent to the Subscription Completion set out in Clause 4;
“Subsidiaries”	means the subsidiaries of the Company from time to time;
“Takeovers Code”	means the Hong Kong Code on Takeovers and Mergers;
“Tax” or “Taxation”	means any form of taxation (including, but not limited to, deferred taxes), levy, duty, charge, contribution, withholding or impost of whatever nature (including, but not limited to, any related fine, penalty, surcharge or interest) imposed, collected or assessed by or payable to any local, municipal, regional, governmental, state, federal or other body in Hong Kong, Macau, PRC or elsewhere;
“trading days”	means days on which the Stock Exchange is open for the business of dealing in securities;
“Warranties”	means the representations, warranties and undertakings contained in Clause 7.1 and <i>Part A of Schedule 3</i> ;
“Warrantor”	means the Subscriber;
“Warrantor Warranties”	means the warranties, representations and/or undertakings given or made by the Warrantor in Clause 7.6 and <i>Part B of Schedule 3</i> ; and
“%”	means per cent.

1.2 In this Agreement, including the recitals and the Schedules, unless the context otherwise requires:-

- (i) any references, express or implied, to statutes or statutory provisions shall be construed as references to those statutes or provisions as respectively amended or re-enacted or as their application is modified by other provisions (whether before or after the date hereof) from time to time and shall include any statutes or provisions of which they are re-enactments (whether with or without modification) and any orders, regulations, instruments or other subordinate legislation under the relevant statute or statutory provision. References to sections of consolidating legislation shall, wherever necessary or appropriate in the context, be construed as including references to the sections of the previous legislation from which the consolidating legislation has been prepared;
- (ii) references to “**Clauses**” and “**Schedules**” are references to clauses of, and schedules to, this Agreement;
- (iii) references to this Agreement include this Agreement, the Schedules and all other documents executed in accordance with this Agreement and expressed to be supplemental to this Agreement;

- (iv) the expressions the “**Issuer**”, “**Company**” and the “**Subscriber**” shall, where the context permits, include their respective successors and personal representatives;
- (v) all representations, warranties, undertakings, indemnities, covenants, agreements and obligations given or entered into by more than one person are given or entered into jointly and severally;
- (vi) headings are for convenience only and shall not limit, extend, vary or otherwise affect the construction of any provision of this Agreement;
- (vii) unless the context requires otherwise, words and expressions importing the singular include the plural and vice versa;
- (viii) words and expressions importing one gender include both genders and the neuter, and references to persons include natural persons, bodies corporate or unincorporated, sole proprietorships, partnerships, associations, enterprises, branches and all other forms of organisations and entities;
- (ix) references to a Party include its personal representatives, successors, heirs, beneficiaries, sureties and permitted assigns;
- (x) 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;
- (xi) references to writing include any method of producing or reproducing words in a legible and non-transitory form;
- (xii) unless the context requires otherwise or they are otherwise defined in this Agreement, words and expressions defined in the Companies Ordinance shall bear the same respective meanings when used in this Agreement; and
- (xiii) in construing this Agreement general words shall not be given a restrictive meaning by reason of the fact that they are followed by particular examples intended to be embraced by the general words.

1.3 The Schedules are part of this Agreement and shall have effect accordingly.

## 2. THE SUBSCRIPTION

2.1 Subject to the terms and conditions of this Agreement, the Subscriber agrees to subscribe for, or procure his nominee(s) to subscribe for, and the Company agrees to issue to the Subscriber (or his nominees), the Convertible Bonds in the Principal Amount (“**Convertible Bonds**”).

## 3. PAYMENT OF PRINCIPAL AMOUNT

The Principal Amount is payable in cash by the Subscriber or his nominee(s) to the Issuer and the Subscriber shall deliver or procure the delivery to the Issuer HK\$ solicitor's cheque or HK\$ banker's draft or HK\$ cashier order issued by a licensed bank in Hong Kong and made payable to the Issuer or as the Issuer may direct in writing upon the Subscription Completion.

## 4. CONDITIONS PRECEDENT

4.1 The Subscription Completion shall be conditional upon the satisfaction (or waiver by the Subscriber or the Company, as the case may be) of the following conditions precedent on or before the Longstop Date:

- (a) the passing by the independent Shareholders of the Company, at the SGM all resolutions as

may be required under the Listing Rules and/or the relevant laws and regulations, including without limitation, the relevant resolutions approving this Agreement and the transactions contemplated hereunder;

- (b) the Warranties remaining true and accurate in all material respects and not misleading in any material respect as of the date of this Agreement and the Subscription Completion Date by reference to the facts and circumstances subsisting as at the date of this Agreement and the Subscription Completion Date respectively;
  - (c) the granting of the approval by the Stock Exchange for the listing of, and the permission to deal in, the new Shares to be issued upon the exercise of the conversion rights under the terms and conditions of the Convertible Bonds and such approval not having been revoked;
  - (d) if required, all other approvals, consents and acts required under the Listing Rules or other applicable laws and regulations or otherwise required from any third parties (including banks or financial institutions) in connection with this Agreement and the transactions contemplated hereunder having been obtained and completed or, as the case may be, the relevant waiver from compliance with any of such laws, rules, regulations and requirements having been obtained from the Stock Exchange, the SFC, or other relevant regulatory authorities or the relevant third parties; and
  - (e) the Warrantor Warranties remaining true and accurate in all material respects and not misleading in any material respects as of the date of this Agreement and the Subscription Completion Date by reference to the facts and circumstances subsisting as at the date of this Agreement and the Subscription Completion Date.
- 4.2 The Subscriber may, at his absolute discretion, waive the Subscription Condition set out in Clause 4.1(b), and no other Subscription Condition may be waived by the Subscriber. The Company may, at its absolute discretion, waive the Subscription Condition set out in Clause 4.1(e).
- 4.3 The Issuer shall use its reasonable endeavours to procure the fulfilment of the Subscription Conditions (other than the Subscription Condition set out in Clauses 4.1 (e)) on or before the Longstop Date. The Subscriber shall use his reasonable endeavours to procure the fulfilment of the Subscription Condition set out in Clause 4.1 (e) on or before the Longstop Date.
- 4.4 If any of the Subscription Conditions set out in Clause 4.1 is not fulfilled (or, where applicable, waived in accordance with Clause 4.2) on or before the Longstop Date:-
- (a) none of the Issuer or the Subscriber shall be obliged to proceed to Subscription Completion;
  - (b) the provisions of this Agreement, except this Clause 4.4 and Clauses 8, 9, 10.3, 10.8, 10.10, 10.11 and 11 which shall remain in full force and effect, shall from such date ceased to have any effect; and
  - (c) none of the Issuer or the Subscriber shall have any claim against each other, except in respect of claims arising out of any antecedent breach of any of the provisions of this Agreement.

## **5. PRE-COMPLETION OBLIGATIONS**

- 5.1 The Company hereby undertakes that, from the date of this Agreement and up to the Subscription Completion Date, it shall ensure that the business of the Group will be operated in a manner consistent with its existing practice, in a normal and prudent basis and in the ordinary course of business.



5.2 Without prejudice and notwithstanding Clause 5.1, the Company undertakes that except as required or contemplated by this Agreement or expressly provided hereunder, it shall up to Subscription Completion Date, take all steps to ensure that the Group shall not carry out any of the following actions and no resolution of the board of directors of each member of the Group or of its general meeting shall be passed to carry out the same unless the written consent of the Subscriber (not to be unreasonably withheld, delayed or conditioned) is obtained:

- (a) borrow or raise money from banks, financial institutions and any other third parties other than the aggregate amount of which not exceeding HK\$50,000,000 or in its ordinary and usual course of business under bank facilities existing as at the date of this Agreement;
- (b) enter into or amend any material contract or other material transaction or capital commitment or undertake any material contingent liability other than the aggregate amount of which not exceeding HK\$50,000,000 or in the ordinary course of its business;
- (c) terminate any material agreement or waive any right of a material nature;
- (d) declare, pay or make any dividends or other distributions;
- (e) create or permit to arise any mortgage, charge, lien, pledge, other form of security or Encumbrance or equity of whatsoever nature, whether similar to the foregoing or not, on or in respect of any part of its undertaking, property or assets other than liens arising by operation of law in amounts which does not exceed HK\$50,000,000 or are not in its ordinary and usual course of business other than as contemplated under this Agreement;
- (f) save as otherwise provided herein, appoint any new directors or employ any senior employees, officers, company secretary or attorney or terminate the employment of any existing key employees or vary their terms of employment;
- (g) dispose or agree to dispose of or acquire or agree to acquire any material asset other than in the ordinary course of its business or other than the value of the assets not exceeding HK\$10,000,000;
- (h) compromise, settle, release, discharge or compound any material civil, criminal, arbitration, litigation or other proceedings or any material liability, claim, action, demand or dispute or waive any right in relation to any of the foregoing;
- (i) release, compromise or write off any amount exceeding HK\$20,000,000 recorded in the books of account of the relevant member of the Group as owing by any debtors of such member of the Group;
- (j) issue or agree to issue any shares, warrants or other securities or loan capital or grant or agree to grant any option over or right to acquire or convertible into any share or loan capital in any member of the Group or otherwise take any action which might result in the Company reducing its interest in any member of the Group other than as contemplated under this Agreement;
- (k) carry on any business other than (i) the Business and (ii) business which is incidental to the carrying on of the Business;
- (l) purchase or redeem any shares in the any member of the Group or provide financial assistance for any such purchase;
- (m) enter into or amend any service agreements with directors or officers or senior employees to increase the remuneration payable thereunder other than the remuneration to such person per annum does not exceed HK\$500,000; and

- (n) do, allow or procure any act or permit any omission which would constitute a breach of any of the Warranties.

## 6. COMPLETION OF THE SUBSCRIPTION

- 6.1 Subject to all the Subscription Conditions set out in Clause 4.1 having been fulfilled (or, where applicable, waived in accordance with Clause 4.2) on or before the Longstop Date, the Subscription Completion shall take place at 11:00 a.m. on the 5<sup>th</sup> Business Day after the day on which the last of the Subscription Conditions set out in Clause 4.1 is fulfilled (or otherwise waived in accordance with Clause 4.2, where applicable) (or such other date as may be agreed by the Subscriber and the Issuer in writing) at the office of the Company in Hong Kong at 28th Floor, Infinitus Plaza 199 Des Voeux Road Central Hong Kong (or such other place as may be agreed by the Subscriber and the Issuer in writing).
- 6.2 At Subscription Completion, all (but not part only, except where and to the extent as agreed by the Issuer and the Subscriber) of the following business shall be transacted:
- (i) the Subscriber shall:
- (a) pay the Principal Amount by delivering HK\$ solicitor's cheque or HK\$ banker's draft or HK\$ cashier order issued by a licensed bank in Hong Kong and made payable to the Company.
- (ii) the Issuer shall:
- (a) issue the Convertible Bonds to the Subscriber (or as it may direct) and promptly register the name of the Subscriber and/or his nominee(s) into the Register (as defined in *Schedule 2*);
- (b) deliver to the Subscriber the definitive Certificate(s) in favour of the Subscriber (or as it may direct) (provided that the Subscriber having duly notified the Issuer in writing of the number and denomination of the Certificate(s) at least three (3) Business Days prior to the Subscription Completion Date); and
- (c) a certified copy of a resolution of the board of directors of the Company authorising the execution and completion of this Agreement and the transactions contemplated under this Agreement.
- 6.3 Without prejudice to any other remedies available to the Subscriber, if any of the obligations of the Issuer under Clauses 6.2(ii) is not complied with in any respect by the Issuer on the Subscription Completion Date, the Subscriber may:
- (i) defer Subscription Completion to a date not more than ten days after the Subscription Completion Date (and so that the provisions of this Clause 6 shall apply to Subscription Completion as so deferred); or
- (ii) proceed to Subscription Completion so far as practicable (without prejudice to the Subscriber's rights hereunder); or
- (iii) rescind his obligations under this Agreement.
- 6.4 Without prejudice to any other remedies available to the Issuer, if the obligation of the Subscriber under Clause 6.2(i) is not complied with in any respect by the Subscriber on the Subscription Completion Date, the Issuer may:

- (i) defer Subscription Completion to a date not more than ten days after the Subscription Completion Date (and so that the provisions of this Clause 6 shall apply to Subscription Completion as so deferred); or
- (ii) proceed to Subscription Completion so far as practicable (without prejudice to the Subscriber's rights hereunder); or
- (iii) rescind its obligations under this Agreement.

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

- 7.1 Save as Disclosed, the Issuer hereby represents, warrants and undertakes to the Subscriber that as at the date hereof and as at Subscription Completion Date (with respect to the facts and circumstances subsisting at such time except as specifically provided otherwise), each of the Warranties shall be true, accurate and not misleading in any material respect.
- 7.2 The Issuer acknowledges that the Subscriber has entered into this Agreement in reliance of the Warranties.
- 7.3 Each Warranty is separate and independent and without prejudice to any other Warranties so that the Subscriber shall have a separate claim and right of action in respect of any breach thereof.
- 7.4 The Issuer shall as soon as practicable disclose to the Subscriber in writing, within three (3) Business Days after becoming aware of any matter, event or circumstance which may arise or become known to the Issuer after the date of this Agreement and before the Subscription Completion Date, which has caused, causes or is likely to cause a breach of the Warranties or which may render any of the Warranties inaccurate or misleading in any material respect as soon as practicable after becoming aware of the same.
- 7.5 The Warranties are qualified by reference to those matters Disclosed. The Company will not be liable to the Subscriber in respect of the Warranties only to the extent the relevant matters are Disclosed.
- 7.6 The Warrantor hereby represents, warrants and undertakes to the Company that as at the date of this Agreement and as at the Subscription Completion Date, each of the Warrantor Warranties shall be true, accurate and not misleading in any material respects. The Warrantor acknowledges that the Company has entered into this Agreement in reliance upon the Warrantor Warranties. Each Warrantor Warranties is separate and independent and without prejudice to any other Warrantor Warranties so that the Company shall have a separate claim and right of action in respect of any breach thereof. The Warrantor Warranties are given at the date of this Agreement and shall be deemed to be repeated as at the time of Subscription Completion Date with reference to the facts then existing. The Warrantor Warranties shall survive Subscription Completion and the rights and remedies of the Company in respect of any breach of the Warrantor Warranties shall not be affected by Subscription Completion, or failing to exercise or delaying the exercise of any right or remedy, except a specific and duly authorized written waiver or release and no single or partial exercise of any right or remedy shall preclude any further or other exercise.
- 7.7 Notwithstanding anything to the contrary in this Agreement, the liabilities of the Company in respect of the Warranties shall be limited in accordance with the provisions of Clauses 7.7 to 7.15.
- 7.8 For any claims in respect of any of the Warranties, the Company will only be liable for any individual claim which exceeds HK\$500,000 or an aggregate of claims which exceeds HK\$1,000,000 in which event the liability shall be for the full amount of all such claims and not merely for the excess.
- 7.9 The Subscriber shall, upon any claim, action, demand or assessment being made or issued against the Subscriber or the Company or any Group Company which could lead to a claim by the

Subscriber for breach of representations, warranties and undertakings under this Agreement, give written notice thereof to the Company as soon as reasonably practicable (after deducting any expenses reasonably incurred by the Company).

- 7.10 If the Company has paid to the Subscriber any amount by way of compensation or damages in respect of the Warranties, and the Subscriber subsequently recover from a third party an amount relating to such breach, the Subscriber shall repay to the Company such amount previously actually paid by the Company but only to the extent of the amount received from the third party.
- 7.11 If the fact, matter, event or circumstance that may give rise to a claim against the Company in relation to breach of the Warranties under this Agreement relates to or is in connection with an actual claim, action or demand by or liability to a third party (a “**third party claim**”), then:
- (a) the Subscriber shall give written notice of the background, nature and any other reasonable details of the claim to the Company as soon as reasonably practicable;
  - (b) the Subscriber shall, at the written request of the Company, if reasonably requested, permit the Company to defend such third party claim as the Company deemed appropriate;
  - (c) the Subscriber shall not make any admission of liability in relation to the third party claim nor compromise, dispose of or settle the third party claim without the prior written consent of the Company (which shall not be unreasonably withheld or delayed);

provided that the Company shall keep the Subscriber informed as to the steps which are being taken in connection with the third party claim and shall indemnify the Subscriber against all reasonable Losses incurred by them.

- 7.12 No claim may be brought against the Company later than six months after the completion of the preparation of the consolidated audited accounts of the Group Companies for the financial year ending 31 December 2024 (the “**Warranty Expiry Date**”); and the Company shall not be liable in respect of any of the Warranties unless it shall have received written notice from the Subscriber prior to the Warranty Expiry Date giving reasonable details of the relevant claim and any such claim shall (if not previously satisfied, settled or withdrawn) be deemed to have been waived or withdrawn at the expiry of the Warranty Expiry Date unless proceedings in respect thereof shall have already been commenced against the Company. For the avoidance of doubt, notice given by the Subscriber pursuant to Clause 7.9 is not regarded as a written notice for the purpose of this Clause 7.12.
- 7.13 Notwithstanding any provisions in this Agreement, the Company shall not be liable for any claim in respect of the Warranties, if and to the extent that such liability:
- (a) arises as an act or omission on the part of the Subscriber or something done or omitted to be done by the Company and the Group Companies on or before Subscription Completion at the Subscriber’s written request or with his written consent;
  - (b) arises as a result of legislation or change in interpretation of law or practice of any government authorities which comes into force after Subscription Completion and which is retrospective in effect;
  - (c) arises as a result of a change in accounting policies by the Group after Subscription Completion;
  - (d) being an increase of liability in respect of Tax, arises by reason of an increase in the rates of Tax after Subscription Completion with retrospective effect;
  - (e) to the extent that a claim arises or is incurred as a result of the imposition of Tax as a consequence of any retrospective change in the law coming into force after Subscription Completion;

- (f) to the extent that provision or reserve has been made in the Accounts; or
- (g) having been Disclosed.

7.14 The maximum liability of the Company for any claims in respect of the Warranties, this Agreement and the agreements and transactions contemplated hereby and thereby shall not, in aggregate, exceed an amount equivalent to the Principal Amount.

7.15 The Subscriber shall not be entitled to recover more than once for the same Loss.

## **8. ANNOUNCEMENT**

8.1 None of the Parties shall, without the prior written consent of the other Parties, disclose the terms of, or any matters referred to in, this Agreement except to its professional advisers and senior management whose province it is to know such terms or matters and to those persons (including, for the avoidance of doubt, the senior management and professional advisers of the Company) to whom it may be necessary to disclose such terms or matters for the purpose of or in connection with this Agreement and subject as required by Law or by the SFC and/or the Stock Exchange and/or any other stock exchanges or by virtue of the Listing Rules, the Takeovers Code or of any other regulatory requirements.

8.2 None of the Parties shall make any public announcement in relation to the transactions, the terms of which are set out in this Agreement or the transactions or arrangements hereby contemplated or herein referred to or any matter ancillary hereto or thereto without the respective prior written consents of the other Parties (which consents shall not be unreasonably withheld or delayed).

8.3 This Clause 8 shall not apply to any announcement made or required to be made pursuant to the Takeovers Code or the Listing Rules by any Party.

## **9. NOTICES**

9.1 Any notice, demand or other communication to be given by a Party to any other Party under this Agreement shall be in writing, and shall be deemed duly served if:-

- (i) delivered personally;
- (ii) sent by prepaid registered post;
- (iii) sent by e-mail transmission; or
- (iii) sent by facsimile transmission,

to the address or facsimile number or e-mail address (as the case may be) of such other Party previously notified in writing to the Party serving the same (and, in the case of any subsequent change of the address or facsimile number or e-mail address, such notification shall be given in accordance with the provisions of this Agreement and shall state in clear terms the intention to change the address or facsimile number or e-mail address, as the case may be).

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

- (i) if delivered personally, at the time of delivery;
- (ii) if sent by post, at the expiration of two (2) Business Days (for local addresses in Hong Kong) or five (5) Business Days (for any other overseas address) after the envelope containing the same has been delivered into the custody of the postal authorities;

- (iv) if sent by facsimile transmission, upon receipt by the Party giving the same of machine printed confirmation of such transmission; and
- (v) if sent by e-mail, upon despatch.

9.3 In proving the service of any notice, demand or other communication, it shall be sufficient to prove that:-

- (i) in the case of personal delivery, the same has been delivered or left at the address, or the postal box of such address, of the Party to be served on;
- (ii) in the case of a mail, the envelope containing the same has been properly addressed, delivered into the custody of the postal authorities and duly stamped; and
- (iii) in the case of a facsimile transmission, the same has been duly transmitted to the facsimile number of the Party to be served on.

9.4 For the purposes of this Clause 9, the initial address and facsimile number of each Party are:-

**Sinolink Worldwide Holdings Limited**

Address: 28th Floor, Infinitus Plaza, 199 Des Voeux Road Central, Hong Kong  
Facsimile: 852-28510970  
E-mail: francis@sinolinkhk.com  
For the attention of the board of directors

**Ou Yaping**

Address: 28th Floor, Infinitus Plaza, 199 Des Voeux Road Central, Hong Kong  
E-mail: mon@sinolinkhk.com  
For the attention of Mr. Ou Yaping

**10. GENERAL PROVISIONS RELATING TO THIS AGREEMENT**

- 10.1 As regards any date or period time shall be of the essence of this Agreement.
- 10.2 Each party undertakes to the other to execute or procure to be executed all such documents and to do or procure to be done all such other acts and things as may be reasonable and necessary to give all parties the full benefit of this Agreement.
- 10.3 The exercise of or failure to exercise any right or remedy in respect of any breach of this Agreement shall not, save as provided herein, constitute a waiver by such party of any other right or remedy it may have in respect of that breach.
- 10.4 Any right or remedy conferred by this Agreement on any party for breach of this Agreement (including without limitation the breach of any Warranties or Warrantor Warranties) shall be in addition and without prejudice to all other rights and remedies available to it in respect of that breach.
- 10.5 Any provision of this Agreement which is capable of being performed after Subscription Completion but which has not been performed at or before Subscription Completion and all Warranties and Warrantor Warranties shall remain in full force and effect notwithstanding Subscription Completion.
- 10.6 No variation of this Agreement shall be effective unless made in writing and signed by all of the parties.

- 10.7 This Agreement supersedes all and any previous agreements (whether written or verbal), arrangements or understanding among the parties relating to the matters referred to in this Agreement and all such previous agreements, arrangements or understanding (if any) shall cease and determine with effect from the date hereof.
- 10.8 If at any time any provision of this Agreement is or becomes illegal, void or unenforceable in any respect, the remaining provisions hereof shall in no way be affected or impaired thereby.
- 10.9 This Agreement may be executed by the parties hereto in any number of counterparts and on separate counterparts, each of which when so executed shall be deemed an original but all of which shall constitute one and the same instrument and is binding on all parties.
- 10.10 This Agreement shall be binding on and enure for the benefit of the successors of each of the parties and shall not be assignable.
- 10.11 No one, other than the parties to this Agreement, shall have any right to enforce any of its terms, whether under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) or otherwise.

## **11. GOVERNING LAW AND JURISDICTION**

- 11.1 This Agreement shall be governed by and construed in accordance with the laws of Hong Kong.
- 11.2 Each party hereby submits to the non-exclusive jurisdiction of the courts of Hong Kong as regards any claim or matter arising under this Agreement.

## SCHEDULE 1

### **Corporate Information of the Company**

Name of company	:	Sinolink Worldwide Holdings Limited
Bermuda Company number	:	24238
Hong Kong stock code	:	1168
Date of incorporation	:	15 December 1997
Country of incorporation	:	Bermuda
Registered office	:	Clarendon House, 2 Church Street, Hamilton HM 11, Bermuda
Principal place of business	:	28th Floor, Infinitus Plaza, 199 Des Voeux Road, Central, Hong Kong
Director(s)	:	XIANG Ya Bo (Chairman of the Board & Chief Executive Officer) CHEN Wei (Executive Director) OU Jin Yi Hugo (Non-Executive Director) OU Yaping (Non-Executive Director) TANG Yui Man Francis (Non-Executive Director) CHEN Hui (Independent Non-executive Director) TIAN Jin (Independent Non-executive Director) XIN Luo Lin (Independent Non-executive Director)
Company Secretary	:	Lo Tai On
Authorised share capital	:	The Company is authorised to issue a maximum of 15,000,000,000 Shares with a par value of HK\$0.10
Issued share capital	:	6,374,003,096 Shares
Subsidiaries	:	All principal Subsidiaries of the Company are set out in the annual report of the Company for the year ended 31 December 2023



**SCHEDULE 2**

**Form of Certificate**

Principal amount:  
HK\$[\*]

Certificate no.: [●]

**SINOLINK WORLDWIDE HOLDINGS LIMITED**  
*(incorporated in Bermuda with limited liability)*

**HK\$ [\*] CONVERTIBLE BOND DUE 2027**

Issued pursuant to the bye-laws of Sinolink Worldwide Holdings Limited (“**Issuer**”) and a resolution of its board of directors passed on [\*] 2024.

**THIS IS TO CERTIFY** that [\*] whose address is at [\*] is the registered holder (“**Convertible Bondholder**”) of the above-mentioned convertible bond (“**Convertible Bond**”) for and in respect of the principal amount of **HK\$[200,000,000]** (which amount is also set out on the top left hand side of this certificate of the Convertible Bond (“**this Certificate**”). The Convertible Bond is issued on the date stated below with the benefit of and subject to the terms and conditions attached hereto (“**Conditions**”) which shall form an integral part of this Certificate.

The Convertible Bondholder is entitled to require the Issuer to convert the whole or part of the principal amount outstanding under this Convertible Bond into ordinary shares in the capital of the Issuer subject to and in accordance with the Conditions.

Subject to the foregoing, the Issuer, for value received, promises to redeem the Convertible Bond and pay the principal amount outstanding under the Convertible Bond together with (if applicable) all interests accrued thereon to the Convertible Bondholder in accordance with the Conditions.

This Certificate is governed by, and shall be construed in accordance with, the laws of the Hong Kong Special Administrative Region of the People’s Republic of China.

GIVEN under the Common Seal of Sinolink Worldwide Holdings Limited on [\*] 2024.

\_\_\_\_\_  
Director

\_\_\_\_\_  
Secretary/Director

*Convertible Bond:*

*The Convertible Bond shall be issued only in registered form and is only transferable or assignable to the extent permitted under Condition 2 of the terms and conditions attached hereto. This Certificate must be delivered to the Issuer for cancellation and reissue of an appropriate certificate in the event of any such transfer or assignment.*

***(For endorsement in the event of partial conversion)***

Date

Amount converted

Amount outstanding

## TERMS AND CONDITIONS OF THE CONVERTIBLE BOND

The Convertible Bond shall be held subject to and with the benefit of the Conditions and such Conditions shall be binding on the Issuer. Unless otherwise defined, expressions and capitalised terms defined in the subscription agreement (the “**Subscription Agreement**”) dated 30 April 2024 entered into between the Issuer and Ou Yaping (the “**Subscriber**”) relating to the Convertible Bond shall bear the same meanings in this Certificate. The words and expressions set out below shall have the meanings attributed to them below unless the context otherwise requires:

“ <b>closing price</b> ”	in relation to the Shares, the closing price per Share as quoted on the daily quotation list of the Stock Exchange for one or more board lots of Shares;
“ <b>Conversion Date</b> ”	the date on which a Conversion Notice is served in accordance with Condition 8(a);
“ <b>Conversion Notice</b> ”	a written notice served by a Converting Bondholder under Condition 8(a) upon an exercise of its Conversion Rights, substantially in the form set out in Appendix A to the Conditions;
“ <b>Conversion Period</b> ”	the period commencing from the date falling on the 181 <sup>st</sup> day after the issue date of the Convertible Bond, and ending on the Maturity Date (as defined in Condition 1);
“ <b>Conversion Price</b> ”	the price at which each Conversion Share will be issued upon a conversion of all or any part of the Convertible Bond as determined under Condition 5(c), but only for the purposes of the provisions of Condition 6, references therein to the “ <b>Conversion Price</b> ” shall be deemed to be references to the price of HK\$0.085 as adjusted from time to time in accordance with the provisions of Condition 6;
“ <b>Conversion Rights</b> ”	the rights attached to the Convertible Bond to convert the same or a part thereof into Conversion Shares pursuant to Condition 5(a);
“ <b>Conversion Shares</b> ”	the new Shares to be allotted and issued by the Issuer upon exercise by a Convertible Bondholder of its Conversion Rights, and “ <b>Conversion Share</b> ” shall be construed accordingly;
“ <b>Converting Bondholder</b> ”	a Convertible Bondholder which proposes to exercise all or any part of its Conversion Rights;
“ <b>Equity Share Capital</b> ”	the issued share capital of the Issuer excluding any part thereof which does not either as respects dividends or as respects capital carry any right to participate beyond a specified amount or beyond an amount calculated by reference to a specified rate in a distribution; and
“ <b>Shares</b> ”	the ordinary shares of HK\$0.1 each in the share capital of the Issuer existing on the issue date of the Convertible Bond and all other (if any) stock or shares from time to time and for the time being ranking pari passu therewith and all other (if any) shares or stock resulting from any sub-division, consolidation or re-classification thereof.

1. **PERIOD**

Unless previously converted and subject as provided herein, the Issuer shall repay to the Convertible Bondholder 100% of the principal amount outstanding under the Convertible Bond on the date of repayment which shall fall on the third anniversary of the date of issue of the Convertible Bond (“**Maturity Date**”).

2. **STATUS AND TRANSFER**

- (a) The obligations of the Issuer arising under the Convertible Bond constitute general, unconditional, unsecured and unsubordinated obligations of the Issuer and rank *pari passu* and rateably without preference (with the exception of obligations accorded preference by mandatory provisions of applicable law) equally with all other present and future unsecured and unsubordinated obligations of the Issuer. No application will be made for a listing of the Convertible Bond on the Stock Exchange or any stock or securities exchange.
- (b) The Convertible Bond is freely transferable or assignable (whether in whole or in part(s)) provided that (i) the assignee or transferee of the Convertible Bond shall not be a core connected person (as defined in the Listing Rules) of the Company, unless otherwise approved by the Stock Exchange; and (ii) such assignment or transfer of the Convertible Bond shall be in compliance with the conditions hereunder and further subject to (where applicable) the conditions, approvals, requirements and any other provisions or under (1) the Stock Exchange (and any other stock exchange on which the Shares may be listed at the relevant time) or its rules and regulations; and (2) the Listing Rules and applicable laws and regulations) and provided further that the principal amount to be assigned or transferred is at least HK\$1,000,000 and in integral multiples of HK\$1,000,000, unless the amount of the outstanding Convertible Bond is less than HK\$1,000,000 in which case the whole (but not part only) of that amount may be transferred and assigned.
- (c) Subject to the foregoing provisions in Condition 2(b), the Convertible Bond may be transferred or assigned in its entirety or in part at any time before the Maturity Date by delivering to the company secretary of the Issuer duly completed form of transfer substantially in the form annexed to this Certificate as Appendix B to these Conditions (“**Transfer Form**”). The Issuer shall within five (5) Business Days after the duly completed Transfer Form, accompanied by this Certificate for the Convertible Bond, has been received by the Issuer in accordance with this Condition, register the transfer of the Convertible Bond, cancel the existing Certificate and issue a new certificate under the seal of the Issuer, in favour of the transferee or assignee in respect of the principal amount transferred or assigned under the Convertible Bond, and (if applicable) issue a new certificate under the seal of the Issuer in favour of the original Convertible Bondholder for any remaining balance of the outstanding principal amount due to the original Convertible Bondholder. Any reasonable costs and expenses properly incurred by the Issuer in connection with any assignment or transfer of the Convertible Bond or any part(s) thereof or any request therefor shall be borne by the Convertible Bondholder.
- (d) The Issuer shall cause to be kept at its registered office in Bermuda (or other office outside Hong Kong notified to the Convertible Bondholder) a full and complete register of Convertible Bondholders and of any conversions, cancellation and destruction of the Convertible Bond and of all replacement Certificates issued in substitution for any mutilated, defaced, lost, stolen or destroyed Certificates (“**Register**”) on which the name and address of the Convertible Bondholders and the particulars of the Convertible Bond and all transfer(s) of the Convertible Bond shall be entered. No transfer of title to the Convertible Bond will be effective unless and until entered on the Register. Title to the Convertible Bond passes only by registration in the Register. The Convertible Bondholder will (except as otherwise required by law) be treated as its absolute owner for all purposes (whether or not it is overdue and regardless of any notice of ownership, trust or any interest

in it or any writing on, or the theft or loss of, this Certificate issued in respect of it) and no person will be liable for so treating the Convertible Bondholder.

**3. INTEREST**

The Convertible Bond will not bear any interest, unless upon due presentation thereof, payment of principal is improperly withheld or refused. If the Issuer fails to pay any sum in respect of the Convertible Bond when the same becomes due and payable under these terms and conditions, interest shall accrue on the overdue sum at the rate of two per cent. per annum (both before and after judgement) from the due date up to and until the day on which all sums due in respect of such Convertible Bond up to that day are received by or on behalf of the Convertible Bondholder. If interest is required to be calculated for a period of less than one year, it will be calculated on the basis of a 360-day year consisting of twelve months of 30 days each and, in the case of an incomplete month, the number of days elapsed.

**4. PAYMENTS**

- (a) Subject to Condition 5(d)(ii), payment of the outstanding principal amount of the Convertible Bond will be made by 3:00 p.m. (Hong Kong time) on the relevant due date by telegraphic transfer in immediately available funds to a bank account as nominated by the Convertible Bondholder from time to time (but in any event at least 48 hours prior to the relevant due date) or, if the Convertible Bondholder fails to nominate a bank account, the Issuer shall be entitled to make such payments by sending a banker's draft drawn in favour of the Convertible Bondholder to the address of the Convertible Bondholder as appearing on this Certificate.
- (b) If the relevant due date of payment is not a Business Day, the Convertible Bondholder will be entitled to payment on the next following Business Day in accordance with Condition 4(a) but the Convertible Bondholder shall not be entitled to any interest or other payment in respect of any such delay.
- (c) All sums payable under this Condition shall be made in Hong Kong dollars and paid (i) free of any restriction or condition; (ii) free and clear of and (except to the extent required by law) without any deduction or withholding for or on account of any tax; and (iii) without deduction or withholding (except to the extent required by law) on account of any other amount whether by way of set-off or otherwise. In the event that the Issuer is required by law to make any such deduction or withholding from any amount paid, the Issuer shall pay to the Convertible Bondholder such additional amount as shall be necessary so that the Convertible Bondholder continues to receive a net amount equal to the full amount which it would have received if such withholding or deduction had not been made.

**5. CONVERSION, REPAYMENT AND MATURITY**

(a) Conversion

Subject as hereinafter provided, the Convertible Bondholder will have the right, on any Business Day during the Conversion Period, to convert the whole or part of such principal amount of the Convertible Bond set out therein into the Conversion Shares at the Conversion Price, provided that:

- (i) such part of the principal amount of this Convertible Bond has not previously been converted or redeemed or purchased or cancelled; and
- (ii) such part of the principal amount of this Convertible Bond to be converted shall not be less than HK\$1,000,000 at any one time, unless the outstanding principal amount of this Convertible Bond to be converted is less than HK\$1,000,000 in which case the whole (but not part only) of that amount may be converted.

The Conversion Shares shall be (i) allotted and issued in the name of the Convertible Bondholder; and (ii) delivered to the Convertible Bondholder within five (5) Business Days after the date of presentation of the relevant original Certificate.

The Conversion Rights shall not be exercised by the Convertible Bondholder(s) to the extent that (i) if immediately following the conversion, the Issuer will be unable to meet the public float requirement under Rule 8.08 of the Listing Rules; or (ii) a mandatory general offer obligation under the Takeovers Code will be triggered as a result of such conversion, unless either (a) the Convertible Bondholder complies with the Takeovers Code and make a mandatory general offer to acquire all the Shares not already owned by he/she/it and parties acting in concert with he/she/it; or (b) a whitewash waiver to waive the requirement for such Convertible Bondholder to make the mandatory general offer is approved by the independent shareholders of the Issuer and is granted by the Executive Director of the Corporate Finance Division of the Securities and Futures Commission or any of his delegates before the date of completion of the conversion.

No fraction of a Conversion Share will be issued but an equivalent cash payment in Hong Kong dollars will be made to the Converting Bondholder in respect of such fraction.

The Conversion Shares shall rank *pari passu* with all other existing Shares in issue as at the Conversion Date and be entitled to all dividends, bonus and other distributions the record date of which falls on a date on or after the Conversion Date.

(b) Conversion Period

Subject to compliance with the procedures set out in these Conditions, the Convertible Bondholder will have the right at any time and from time to time during the Conversion Period to convert the whole or part of such principal amount of the Convertible Bond.

(c) Conversion Price

The Conversion Price shall be HK\$0.085 (which shall in any case be subject to adjustments in accordance with the provisions of Condition 6).

(d) Maturity

(i) At any time on or after the Maturity Date, the total sum of (aa) the outstanding principal amount of the Convertible Bond and (bb) (if applicable) all unpaid and accrued interests due on the outstanding principal amount of the Convertible Bond pursuant to Condition 3 shall, unless previously converted, redeemed, purchased or cancelled in accordance with these Conditions, be repaid in accordance with Conditions 4 and 5(d)(ii) below.

(ii) The Convertible Bond being repaid shall be so repaid against surrender of the Certificate for cancellation and, against such surrender, all amounts due and owing to the Convertible Bondholder will be paid by the Issuer.

(iii) Notwithstanding anything herein contained to the contrary, any delay in or failure to exercise any rights conferred on the Convertible Bondholder by this Condition 5(d) shall not constitute a waiver by the Convertible Bondholder of any right in respect thereof.

(e) Early redemption

The Issuer shall be entitled at its sole discretion, by giving not less than seven (7) days' notice to the Convertible Bondholder, propose to the Convertible Bondholder to redeem

the whole or any part of the outstanding Convertible Bond (in multiples of HK\$500,000 or such lesser amount as may represent the entire principal amount thereof) at any time after the date of issue of the Convertible Bond up to and including the date falling seven (7) days immediately before the Maturity Date.

(f) Redemption

Unless previously redeemed in full pursuant to Condition 5(e), the Issuer shall be required to redeem upon the Maturity Date at 100% of all or any part of the principal amount of the Convertible Bond in respect of which the Conversion Rights have not been exercised.

6. ADJUSTMENTS

(a) Subject as hereinafter provided, the Conversion Price shall from time to time be adjusted in accordance with the following relevant provisions and so that if the event giving rise to any such adjustment shall be such as would be capable of falling within more than one of sub-paragraphs (i) to (vii) inclusive of this Condition 6(a), it shall fall within the first of the applicable paragraphs to the exclusion of the remaining paragraphs:

(i) If and whenever the Shares by reason of any consolidation or sub-division or re-classification or otherwise become of a different nominal amount, the Conversion Price in force immediately prior thereto shall be adjusted by multiplying it by the following fraction:

$$\frac{A}{B}$$

where:

A = the revised nominal amount; and

B = the former nominal amount.

Each such adjustment shall be effective from the close of business in Hong Kong on the day immediately preceding the date on which the consolidation or sub-division or re-classification or otherwise becomes effective.

(ii) If and whenever the Issuer shall issue (other than in lieu of a cash dividend) any Shares credited as fully paid by way of capitalisation of profits or reserves (including any share premium account or capital redemption reserve fund), the Conversion Price in force immediately prior to such issue shall be adjusted by multiplying it by the following fraction:

$$\frac{C}{C + D}$$

where:

C = the aggregate nominal amount of the issued Shares immediately before such issue; and

D = the aggregate nominal amount of the Shares issued in such capitalisation.

Each such adjustment shall be effective (if appropriate retroactively) from the commencement of the day next following the record date for such issue.

- (iii) If and whenever the Issuer shall make any Capital Distribution (as defined in Condition 6(b)) to holders (in their capacity as such) of Shares (whether on a reduction of capital or otherwise) or shall grant to such holders rights to acquire for cash assets of the Issuer or any of its subsidiaries, the Conversion Price in force immediately prior to such distribution or grant shall be adjusted by multiplying it by the following fraction:

$$\frac{E - F}{E}$$

where:

E = the market price (as defined in Condition 6(b)) on the date on which the Capital Distribution or, as the case may be, the grant is publicly announced or (failing any such announcement) the date next preceding the date of the Capital Distribution or, as the case may be, of the grant; and

F = the fair market value on the day of such announcement or (as the case may require) the next preceding day, as determined in good faith by the Issuer's auditors for the time being, of the portion of the Capital Distribution or of such rights which is attributable to one Share,

Provided that:

(aa) if in the opinion of the Issuer's auditors, the use of the fair market value as aforesaid produces a result which is significantly inequitable, it may instead determine, and in such event the above formula shall be construed as if F meant, the amount of the said market price which should properly be attributed to the value of the Capital Distribution or rights; and

(bb) the provisions of this sub-paragraph (iii) shall not apply in relation to the issue of Shares paid out of profits or reserves and issued in lieu of a cash dividend.

Each such adjustment shall be effective (if appropriate retroactively) from the commencement of the day next following the record date for the Capital Distribution or the grant.

- (iv) If and whenever the Issuer shall offer to holders of Shares new Shares for subscription by way of rights, or shall grant to holders of Shares any options, warrants or other rights to subscribe for any new Shares at a price which is less than 95% of the market price as at the date of the announcement of the terms of the offer or grant, the Conversion Price shall be adjusted by multiplying the Conversion Price in force immediately before the date of the announcement of such offer or grant by the following fraction:

$$\frac{G + \frac{H \times I}{J}}{G + H}$$

where:

G = the number of Shares in issue immediately before the date of such

announcement;

H = the aggregate number of Shares so offered for subscription or comprised in the options or warrants or other rights;

I = the amount (if any) payable for the rights, options or warrants or other rights to subscribe for each new Share, plus the subscription price payable for each new Share; and

J = the market price on the trading day immediately prior to such announcement.

Such adjustment shall become effective (if appropriate retroactively) from the commencement of the day next following the record date for the offer or grant.

(v) (aa) If and whenever the Issuer shall issue wholly for cash any securities which by their terms are convertible into or exchangeable for or carry rights of subscription for new Shares, and the Total Effective Consideration (as defined below in this sub-paragraph (v)) per Share initially receivable for such securities is less than 95% of the market price as at the date of the announcement of the terms of issue of such securities, the Conversion Price shall be adjusted by multiplying the Conversion Price in force immediately prior to the issue by a fraction of which the numerator is the number of Shares in issue immediately before the date of the issue plus the number of Shares which the Total Effective Consideration receivable for the securities issued would purchase at the said market price immediately prior to the date of such announcement and the denominator is the number of Shares in issue immediately before the date of the issue plus the number of Shares to be issued upon conversion or exchange of, or the exercise of the subscription rights conferred by, such securities, at the initial conversion or exchange price or subscription price. Such adjustment shall become effective (if appropriate retrospectively) from the close of business in Hong Kong on the Business Day next preceding whichever is the earlier of the date on which the issue is announced and the date on which the Issuer determines the conversion or exchange price or subscription price.

(bb) If and whenever the rights of conversion or exchange or subscription attached to any such securities as are mentioned in section (aa) of this sub-paragraph (v) are modified so that the Total Effective Consideration (as defined below in this sub-paragraph (v)) per Share initially receivable for such securities shall be less than 95% of the market price as at the date of the announcement of such proposal, the Conversion Price shall be adjusted by multiplying the Conversion Price in force immediately prior to such modification by a fraction of which the numerator is the number of Shares in issue immediately before the date of such modification plus the number of Shares which the Total Effective Consideration receivable for the securities issued at the modified conversion or exchange price would purchase at the said market price and of which the denominator is the number of Shares in issue immediately before such date of modification plus the number of Shares to be issued upon conversion or exchange of or the exercise of the subscription rights conferred by such securities at the modified conversion or exchange price or subscription price. Such adjustment shall take effect as at the date upon which such modification takes effect. A right of conversion or exchange or subscription shall not be treated as modified for the foregoing purposes where it is adjusted to take into account of rights or capitalisation issues and other events normally giving rise to adjustment of conversion or exchange terms.



For the purposes of this sub-paragraph (v), the “**Total Effective Consideration**” receivable for the securities issued shall be deemed to be the consideration receivable by the Issuer for any such securities plus the additional minimum consideration (if any) to be received by the Issuer upon (and assuming) the conversion or exchange thereof or the exercise of such subscription rights, and the Total Effective Consideration per Share initially receivable for such securities shall be such aggregate consideration divided by the number of Shares to be issued upon (and assuming) such conversion or exchange at the initial conversion or exchange price or the exercise of such subscription rights at the initial subscription price, in each case without any deduction for any commissions, discounts or expenses paid, allowed or incurred in connection with the issue.

- (vi) If and whenever the Issuer shall issue wholly for cash any Shares at a price per Share which is less than 95% of the market price as at the date of the announcement of the terms of such issue, the Conversion Price shall be adjusted by multiplying the Conversion Price in force immediately before the date of such announcement by a fraction of which the numerator is the number of Shares in issue immediately before the date of such announcement plus the number of Shares which the aggregate amount payable for the issue would purchase at the said market price immediately prior to the date of such announcement and the denominator is the number of Shares in issue immediately before the date of such announcement plus the number of Shares so issued. Such adjustment shall become effective (if appropriate, retrospectively) from the close of business in Hong Kong on the Business Day next preceding whichever is the earlier of the date on which the issue is announced and the date on which the Company determines the issue price for such Shares.
- (vii) If and whenever the Issuer shall issue the Shares for the acquisition of asset at a Total Effective Consideration (as defined below) per Share which is less than 95% of the market price at the date of the announcement of the terms of such issue, the Conversion Price shall be adjusted by multiplying it by a fraction of which the numerator shall be the Total Effective Consideration per Share and the denominator shall be such market price. Each such adjustment shall be effective (if appropriate retroactively) from the close of business in Hong Kong on the Business Day next preceding whichever is the earlier of the date on which the Issuer determines the issue price for such Shares or the date of announcement of such issue. For the purpose of this sub-paragraph (vii) “**Total Effective Consideration**” shall be the aggregate consideration credited as being paid for such Shares by the Issuer on acquisition of the relevant asset without any deduction of any commissions, discounts or expenses paid, allowed or incurred in connection with the issue thereof, and the “**Total Effective Consideration per Share**” shall be the Total Effective Consideration divided by the number of Shares issued as aforesaid.
- (viii) Notwithstanding anything contained herein, if any determination or adjustment is to be made by the Issuer’s auditors pursuant to the provisions of this Condition 6 and if the directors of the Issuer or the Convertible Bondholder does not agree to such determination or adjustment made by the Issuer’s auditors, the directors of the Issuer or the Convertible Bondholder (as the case may be) may request the approved merchant bank to make such determination or adjustment in accordance with the provisions of this Condition 6 as soon as practicable. The costs of engaging the approved merchant bank under this sub-paragraph (viii) shall be borne by the Convertible Bondholder and the Issuer in equal shares.
- (ix) Notwithstanding anything contained herein, if the directors of Issuer or the Convertible Bondholder considers that an adjustment should be made to the Conversion Price as a result of one or more events or circumstances (as referred to

in this Condition 6) or notwithstanding that no such adjustment is required under the said provisions, or that an adjustment to the Conversion Price provided for under the said provisions should not be made or should be calculated on a different basis, or that an adjustment should take effect on a different date or with a different time from that provided for under the provisions, the directors of the Issuer or the Convertible Bondholder (as the case may be) may request the approved merchant bank acting as expert to determine as soon as practicable (aa) what adjustment (if any) to the Conversion Price is fair and reasonable to take into account thereto and is appropriate to give the result which the approved merchant bank considers in good faith to reflect the intentions of the provisions of this Condition 6 and to fairly and reasonably reflect the relative interests of the persons affected thereby; and (bb) the date and time on which such adjustment should take effect; and upon such determination such adjustment (if any) shall be made and shall take effect in accordance with such determination, provided that an adjustment shall only be made pursuant to this sub-paragraph (viii) if the approved merchant bank is so requested to make such a determination. The costs of engaging the approved merchant bank under this sub-paragraph (ix) shall be borne by the Convertible Bondholder and the Issuer in equal shares.

(b) For the purposes of this Condition 6:

**“announcement”** shall mean any announcement published in the newspaper or on the website of the Stock Exchange by the Issuer in accordance with the Listing Rules and the **“date of announcement”** shall mean the date of such announcement as set out therein;

**“approved merchant bank”** means a merchant bank of repute in Hong Kong selected and appointed jointly by the Issuer and the Convertible Bondholder for the purpose of providing a specific opinion or calculation or determination hereunder, or failing which a merchant bank as may be appointed by the President of The Law Society of Hong Kong upon the request of either the Issuer or the Convertible Bondholder;

**“Capital Distribution”** shall (without prejudice to the generality of that phrase) include distributions in cash or specie but shall exclude a purchase of shares or other securities or rights. Any dividend or distribution charged or provided for in the accounts for any financial period shall (whenever paid and however described) be deemed to be a Capital Distribution, provided that no dividend or distribution shall be a Capital Distribution if:

- (i) (and to the extent that) it is paid out of the aggregate of the cumulative net profits (less losses) attributable to the holders of Shares for all financial periods after that ended 31 December 2023 as shown in the audited consolidated profit and loss account of the Company and its Subsidiaries for each such financial period; or
- (ii) to the extent that (i) above does not apply, the rate of that dividend or distribution, together with all other dividends or distributions on the class of capital in question charged or provided for in the accounts for the financial period in question, does not exceed the aggregate rate of dividend or distribution on such class of capital charged or provided for in the accounts for the last preceding financial period. In computing such rates, such adjustments may be made as are in the opinion of the auditors of the Issuer appropriate to the circumstances and shall be made in the event that the lengths of such periods differ materially;

**“issue”** shall include allot;

**“market price”** means the average of the closing price per Share for each of the last thirty (30) Stock Exchange trading days on which dealings in the Shares on the Stock Exchange took place ending on such trading day last preceding the day on or as of which the market price is to be ascertained;

“reserves” shall include unappropriated profits;

“rights” shall include rights in whatsoever form issued; and

“Shares” includes, for the purposes of Shares comprised in any issue, distribution or grant pursuant to sub-paragraph (iii), (iv), (v), (vi) or (vii) of Condition 6(a), any such ordinary shares of the Issuer as, when fully paid, will be Shares.

- (c) The provisions of sub-paragraphs (ii), (iii) and (v) of Condition 6(a) shall not apply to:
- (i) an issue of fully paid Shares upon the exercise of any conversion rights attached to securities convertible into Shares or upon exercise of any rights (including any conversion of the Convertible Bond) to acquire Shares provided that an adjustment (if required) has been made under this Condition 6 in respect of the issue of such securities or granting of such rights (as the case may be);
  - (ii) an issue of the Shares or other securities of the Issuer or any subsidiary of the Issuer wholly or partly convertible into, or rights to acquire, the Shares to officers or employees of the Issuer or any of its subsidiaries or any other eligible participants pursuant to any share option scheme adopted by the Issuer or any subsidiary of the Issuer from time to time during the subsistence of the Convertible Bond in compliance with the Listing Rules;
  - (iii) an issue by the Issuer of Shares or by the Issuer or any subsidiary of the Issuer of securities wholly or partly convertible into or rights to acquire, the Shares, in any such case in consideration or part consideration for the acquisition of any other securities, assets or business PROVIDED THAT an adjustment has been made (if appropriate) under this Condition 6 in respect of the issue of such securities or granting of such rights (as the case may be);
  - (iv) an issue of fully-paid Shares by way of capitalisation of all or part of any subscription right reserve, or any similar reserve which has been or may be established pursuant to the terms of any securities wholly or partly convertible into, or rights to acquire, Shares; or
  - (v) an issue of Shares pursuant to a scrip dividend scheme where an amount not less than the nominal amount of the Shares so issued is capitalised and the market value of such Shares is not more than 95% of the amount of dividend which holders of the Shares could elect to or would otherwise receive in cash, for which purpose the "market value" of a Share shall mean the average of the closing prices on such Stock Exchange dealing days on which dealings in the Shares took place (being not less than ten (10) such days) as are selected by the directors of the Issuer in connection with determining the basis of allotment in respect of the relevant scrip dividend and which fall within the period of one month ending on the last day on which holders of Shares may elect to receive or (as the case may be) not to receive the relevant dividend in cash.
- (d) Any adjustment to the Conversion Price shall be made to the nearest one cent so that any amount under 0.005 cent shall be rounded down and any amount of 0.005 cent or more shall be rounded up and, notwithstanding anything contained herein, in no event shall any adjustment (otherwise than upon the consolidation of Shares into Shares of a larger nominal amount) involve an increase in the Conversion Price. Every adjustment to the Conversion Price shall be certified by the Issuer's auditors or the approved merchant bank (in the event any determination is to be made by the approved merchant bank pursuant to Conditions 6(a)(viii) or (ix)).

- (e) Notwithstanding anything contained herein, no adjustment shall be made to the Conversion Price in any case in which the amount by which the same would be reduced in accordance with the foregoing provisions of this Condition 6 would be less than one cent and any adjustment that would otherwise be required then to be made shall not be carried forward.
- (f) If the Issuer or any subsidiary of the Issuer shall in any way modify the rights attached to any share or loan capital so as wholly or partly to convert or make convertible such share or loan capital into, or attach thereto any rights to acquire, Shares, the Issuer shall appoint the Issuer's auditor to consider whether any adjustment to the Conversion Price is appropriate (and if such auditors shall certify that any such adjustment is appropriate, the Conversion Price shall be adjusted accordingly and the provisions of Conditions 6(d), (e), (g) and (h) shall apply), subject to the provisions of Conditions 6(a)(viii) and (ix).
- (g) Whenever the Conversion Price is adjusted as herein provided, the Issuer shall as soon as possible but not later than three (3) Business Days after the relevant adjustment has been determined give notice to the Convertible Bondholder that the Conversion Price has been adjusted (setting forth the event giving rise to the adjustment, the Conversion Price in effect prior to such adjustment, the adjusted Conversion Price and the effective date thereof) and shall at all times thereafter so long as the Convertible Bond remains outstanding make available for inspection at its head office and principal place of business in Hong Kong a signed copy of the said certificate of the auditors of the Issuer or the approved merchant bank (in the event any determination is to be made by the approved merchant bank pursuant to Conditions 6(a)(viii) or (ix)) and a certificate signed by a director of the Issuer setting forth brief particulars of the event giving rise to the adjustment, the Conversion Price in effect prior to such adjustment, the adjusted Conversion Price and the effective date thereof and shall, on request, send a copy thereof to the Convertible Bondholder.
- (h) Notwithstanding any other provision of this Condition 6, no adjustment shall be made which would (but for this Condition 6(h)) result in the Conversion Price being reduced so that on conversion, Shares would fall to be issued at a discount to their nominal value, and in such case an adjustment shall be made to the effect that the Conversion Price will be an amount equal to the nominal value of the Shares.

## **7. PROTECTION OF THE CONVERTIBLE BONDHOLDER**

- 7.1 So long as the Convertible Bond is outstanding, and subject to any approvals otherwise given in writing by the Convertible Bondholder, the Issuer agrees:
- (a) to keep from time to time available for issue, free from pre-emptive rights, out of its authorised but unissued capital, sufficient Shares to satisfy in full the Conversion Rights at the Conversion Price and all other rights for the time being outstanding of subscription for and conversion into Shares;
  - (b) not to in any way modify the rights attached to the Shares as a class or attach any special restrictions thereto;
  - (c) to procure that at no time shall there be in issue any Shares of different nominal values;
  - (d) to provide the Convertible Bondholder with a copy of its annual reports, interim and quarterly reports and all other statements and circulars sent by the Issuer to its shareholders within ten (10) Business Days after a written request therefor from the Convertible Bondholder;
  - (e) to ensure that all Conversion Shares issued upon conversion of the Convertible Bond shall be duly and validly issued, fully paid and registered;

- (f) as soon as possible and in any event not later than ten (10) Business Days after the announcement of the full terms of any event which give rise to adjustments pursuant to Condition 6 (or, if later, as soon as the relevant adjustment thereunder can reasonably be determined), give notice to the Convertible Bondholder advising it of the date on which the relevant adjustment of the Conversion Price is likely to become effective and of the effect of exercising the Conversion Rights pending such date;
- (g) to comply with and procure the compliance of all conditions imposed by the Stock Exchange or by any other competent authority (in Hong Kong or elsewhere) for approval of the issue of the Convertible Bond or for the listing of and permission to deal in the Conversion Shares and ensure the continued compliance thereof;
- (h) to procure that (i) no securities issued by the Issuer shall be converted into the Shares or exchanged for the Shares except in accordance with the terms of issue thereof; and (ii) no securities issued by the Issuer without rights to convert into the Shares or to be exchanged for the Shares shall subsequently be granted such rights;
- (i) not to, subject as hereinafter provided, make any reduction or redemption of share capital, share premium account or capital redemption reserve involving the repayment of money to shareholders of the Issuer (other than to shareholders of the Issuer having the right on a winding-up to a return of capital in priority to holders of the Shares) or reduce any uncalled liability in respect thereof unless, in any such case, the same gives rise (or would, but for the provisions of Conditions 6(e) or 6(h), have given rise) to an adjustment of the Conversion Price in accordance with Condition 6;
- (j) the Issuer shall use its best endeavours to:
  - (i) maintain a listing for all the issued Shares on the Stock Exchange; and
  - (ii) obtain and maintain a listing on the Stock Exchange for all the Conversion Shares on the exercise of the Conversion Rights;

and will forthwith give notice to the Convertible Bondholder in accordance with Condition 13 of the listing or delisting of the Shares by the Stock Exchange;

- (k) not to create or permit to be in issue any Equity Share Capital of the Issuer other than the Shares, PROVIDED THAT nothing in this Condition 7.1(k) shall prevent (i) any consolidation or sub-division of the Shares; or (ii) the issue of Equity Share Capital which does not participate in dividend before a certain date or in respect of a certain financial period but is *pari passu* in all other respects with the Shares; or (iii) the issue of Equity Share Capital to officers or employees of the Issuer or any of their subsidiaries pursuant to any share option scheme;
- (l) not to enter into any deed, agreement, assignment, instrument or documents whatsoever binding on it which may result in any breach of any of the terms and conditions of the Convertible Bond;
- (m) not to issue or pay up any securities by way of capitalisation of profits or reserves other than (i) by the issue of fully paid Shares or warrants to holders of the Shares; or (ii) as mentioned in Condition 6(c)(iv); or (iii) by the issue of the Shares in lieu of a cash dividend in the manner referred to in Condition 6(c)(v);
- (n) not to make any issue, grant or distribution or take any other action if the effect thereof would be that on the exercise of the Conversion Rights it would be required to issue the Shares at a discount to their nominal value or to adjust the Conversion Price to a level below the nominal value of the Shares;

- (o) if an offer is made to holders of the Shares (or such holders other than the offeror and/or any company controlled by the offeror and/or persons acting in concert with the offeror) to acquire all or a proportion of the Shares, to give notice of such offer to the Convertible Bondholder forthwith;
- (p) not to issue or authorise the issue of any class of Equity Share Capital carrying any right to income or capital which is more favourable than the corresponding right attaching to the Shares or attaching any special rights or privileges to any such other class of Equity Share Capital PROVIDED THAT nothing in this provision shall prevent any consolidation or sub-division or re-classification of the Shares;
- (q) not to declare or pay any dividend on any securities other than on its issued Shares; and
- (r) not to authorise or effect a merger or a voluntary liquidation of the Issuer (other than a merger in which the Issuer is the continuing corporation).

7.2 The Issuer shall ensure that all Conversion Shares will be duly and validly issued as fully paid and registered.

## **8. PROCEDURE FOR CONVERSION**

- (a) The Converting Bondholder may, subject as provided herein, on any Business Day within the Conversion Period, exercise its Conversion Rights by delivering to the principal place of business of the Issuer in Hong Kong the Conversion Notice stating its intention to convert together with the Certificate. The Conversion Notice shall be in the form set out in Appendix A to these Conditions. The Conversion Notice shall be irrevocable and shall oblige the Converting Bondholder to accept the Conversion Shares arising on such conversion on and subject to the memorandum of association and bye-laws of the Issuer. The Convertible Bondholder shall be responsible for payment of all taxes and stamps, issue and registration duties (if any) and Stock Exchange trading fee, SFC transaction levy, investor compensation levy and charges (if any) arising on conversion.
- (b) The relevant Conversion Shares shall be allotted and issued by the Issuer, credited as fully paid, to the Converting Bondholder or as it may direct with effect from the later of the relevant Conversion Date or the date on which the Certificate for this Convertible Bond is delivered to the Issuer. Certificate(s) for such Conversion Shares shall be issued in board lots (if applicable) and made available for collection at the Issuer's address specified in Condition 13 with an endorsement on the Certificate by a director of the Issuer for any balance of its Convertible Bond not converted (if appropriate) within five (5) Business Days of the Conversion Date.

## **9. EVENTS OF DEFAULT**

9.1 If any of the following events occurs, the Convertible Bondholder may give notice to the Issuer, that the Convertible Bond is, and it shall on the giving of such notice immediately become, due and payable at its principal amount then outstanding:

- (a) the Issuer defaults in performance or observance or compliance with any of its obligations under Condition 7.1 or any of its other material obligations set out herein which default is incapable of remedy or, if capable of remedy, is not remedied within twenty (20) Business Days after notice of the occurrence of such default from the Convertible Bondholder to the Issuer; or
- (b) an encumbrancer takes possession or a receiver, manager or other similar officer is appointed of the whole or any substantial part of the undertaking, property, assets or revenues of the Issuer or any of its principal operating subsidiaries; or

- (c) the Issuer or any of its principal operating subsidiaries becomes insolvent or is unable to pay its debts as they fall due or applies for or consents to or suffers the appointment of any administrator, liquidator or receiver of the Issuer or any of its principal operating subsidiaries or the whole or any substantial part of the undertaking, property, assets or revenues of the Issuer or any of its principal operating subsidiaries or takes any proceeding under any law for a readjustment or deferment of its obligations or any part of them; or
- (d) an order is made or an effective resolution is passed for the winding-up, insolvency, administration or dissolution of the Issuer or any of its principal operating subsidiaries except in the case of winding-up of subsidiaries of the Issuer in the course of internal reorganisation; or
- (e) the insolvency of the Issuer; or
- (f) a moratorium is agreed or declared in respect of any indebtedness of the Issuer or any of its principal operating subsidiaries or any governmental authority or agency condemns, seizes, compulsorily purchases or expropriates all or a substantial part of the assets of the Issuer or any of its principal operating subsidiaries; or
- (g) other than as a result of, or in circumstances where (i) an offer made to holders of Shares (or such holders other than the offeror and/or any company controlled by the offeror and/or persons acting in concert with the offeror) being made to the Issuer for the acquisition of all or any proportion of the Shares or such an offer becoming unconditional or (ii) the Issuer is required to make an announcement pursuant to Chapters 14 and 14A of the Listing Rules:
  - (i) the listing of the Shares (as a class) on the Stock Exchange ceases; or
  - (ii) the trading of the Shares on the Stock Exchange is suspended for a continuous period of ten (10) Business Days or more on each day of which the Stock Exchange is generally open for the business of dealing in securities due to the default of, or breach of any provisions of the Listing Rules or applicable laws by, any member of the Group or any of its directors, officers, employees or agents; or
- (h) the Issuer or any of its principal operating subsidiaries consolidates or amalgamates with or merge into any other corporation (other than a consolidation, amalgamation or merger in which the Issuer or such principal operating subsidiary is the continuing corporation), or the Group as a whole sells or transfers all or substantially all of its assets; or
- (i) the Issuer fails to pay the principal amount on the Convertible Bond when due unless non-payment of such amount is due solely to administrative or technical error and payment is made within ten (10) Business Days of the due date thereof; or
- (j)
  - (i) any amounts of principal repayment or interest payment in relation to bank borrowings of the Issuer or any of its subsidiaries are not paid when due, or as the case may be, within any applicable grace period and the relevant bank notifies the Issuer or the relevant subsidiary that such non-payment constitutes an event of default under the terms of relevant loan; or
  - (ii) the Issuer or any of its subsidiaries fails to pay when due or expressed to be due any amounts payable or expressed to be payable by it under any present or future guarantee for any moneys borrowed from or raised through a financial institution and the relevant financial institution notifies the Issuer or the relevant subsidiary that such failure to pay constitutes an event of default under the terms of the guarantee or the loan in relation to which the guarantee was given.

9.2 Without prejudice to the foregoing, if the Issuer shall fail to issue the Conversion Shares in accordance with the Conditions, the Convertible Bondholder shall only be entitled to bring an action against the Issuer for either specific performance or damages.

9.3 The Issuer will forthwith on becoming aware of any such event as is mentioned in this Condition give notice in writing thereof to the Convertible Bondholder.

**10. VOTING**

The Convertible Bondholder will not be entitled to attend or vote at any meetings of the Issuer by reason only of it being the Convertible Bondholder.

**11. REGISTER OF CONVERTIBLE BONDHOLDERS**

The Issuer shall further procure that the Register shall be made available for inspection to any Convertible Bondholder at all reasonable times and that copy extracts from the Register be made available to any Convertible Bondholder upon the payment of a charge of HK\$5.00 per page or such higher charge as may reasonably be determined by the Issuer from time to time.

**12. EXPERTS**

In giving any certificate or making any adjustment hereunder, the auditors of the Issuer or the approved merchant bank (in the event any determination is to be made by the approved merchant bank pursuant to Conditions 6(a)(viii) or (ix)) shall be deemed to be acting as experts and not as arbitrators and, in the absence of manifest error, their decision (in the case of the Issuer's auditors, subject to the determination by the approved merchant bank pursuant to Conditions 6(a)(viii) or (ix)) shall be conclusive and binding on the Issuer and the Convertible Bondholders and all persons claiming through or under them respectively.

**13. NOTICES**

(a) Any notice or other communication to be given under the Convertible Bond shall be in writing and may be given or made by facsimile, email or first class pre-paid post. Any such notice or communication shall be sent to the party to whom it is addressed and must contain sufficient reference and/or particulars to render it readily identifiable with the subject matter of the Convertible Bond. If so given by facsimile or email, such notice or communication shall be deemed received on the date of despatch; if so sent by post to an address in Hong Kong, shall be deemed to be received two (2) Business Days after the date of despatch; and, if so sent by air-mail to an address outside Hong Kong, shall be deemed received seven (7) Business Days after the date of despatch.

(b) The relevant address and facsimile number of each party for the purpose of the Convertible Bond are as follows:

(i) in the case of the Issuer:

Address: 28th Floor, Infinitus Plaza, 199 Des Voeux Road, Central, Hong Kong

Fax Number: 852-28510970

Email: francis@sinolinkhk.com

Attention: Francis TANG



- (ii) in the case of the Convertible Bondholder, its address as shown on the register of convertible bondholders.

**14. REPLACEMENT CONVERTIBLE BOND**

- 14.1 If the Certificate is lost or mutilated, the Convertible Bondholder shall notify the Issuer in writing as soon as practicable and a replacement Certificate shall be issued upon the payment of a charge of HK\$5.00 per page or such higher charge as may reasonably be determined by the Issuer from time to time provided that the Convertible Bondholder shall provide the Issuer with a statutory declaration made by the Convertible Bondholder or its officer that the Certificate had been lost or mutilated (as the case may be), together with the mutilated the Certificate (if applicable).
- 14.2 The Certificate replaced in accordance with this Condition shall forthwith be cancelled.

**15. VARIATION OF THE CONDITIONS**

These Conditions may only be varied, expanded or amended by agreement in writing between the Issuer and all the Convertible Bondholders.

**16. GOVERNING LAW AND JURISDICTION**

The Convertible Bond and these Conditions are governed by and shall be construed in accordance with Hong Kong law and each of the Issuer and the Convertible Bondholder irrevocably agrees to submit to the non-exclusive jurisdiction of the courts of Hong Kong in connection therewith.

**APPENDIX A**

**Form of Conversion Notice**

**BY POST AND BY FAX ([\*])**

Sinolink Worldwide Holdings Limited  
Attn.: Board of directors

Dear Sirs

In respect of the convertible bond (“**Convertible Bond**”) for an aggregate principal amount of HK\$[200,000,000] issued by your company (“**Issuer**”) subject to and upon the terms and conditions (“**Conditions**”) attached to the certificate no. [\*] for the Convertible Bond, [I/we], being the holder of the Convertible Bond for and in respect of the principal amount of HK\$[200,000,000], hereby give you notice of [my/our] intention to exercise the conversion rights attached to the Convertible Bond to the extent of HK\$[\*] of the principal amount outstanding thereunder at the conversion price of HK\$[\*] in accordance with the Conditions.

[I/We] hereby irrevocably and unconditionally accept all the fully paid Conversion Shares (as referred to in the Conditions) to be issued pursuant hereto subject to the memorandum of association and bye-laws of the Issuer. [I/We] intend that all of such Conversion Shares be registered in the name of [\*] and hereby authorise the entry of the name of [\*] of [address] in the register of members of the Issuer and the despatch of the share certificates therefor by post at [its/their] own risk to [\*] at [\*].

Yours faithfully,

---

[Authorised Signatory/Name of Convertible Bondholder]

Date: [\*]

**APPENDIX B**

**Form of Transfer Form**

[I/We], [\*] of [\*] (the “**Transferor**”) in consideration of the sum of Hong Kong dollars [\*] (HK\$[\*]) paid to us by [\*] of [\*] (the “**Transferee**”) do hereby transfer to the Transferee the sum of HK\$[\*] of the outstanding principal amount (the “**Transferred Convertible Bond**”) of the convertible bond in the aggregate principal amount of HK\$[\*] issued by [\*] on [\*] and held by the Transferor to hold unto the Transferee, [its/his] executors, administrators or assigns, subject to the conditions upon which [I/we] hold the same at the time of execution thereof. [I/We], the Transferee, do hereby agree to take the Transferred Convertible Bond subject to the same conditions.

Witness to [our/my] hands the [\*] day of [\*].

Witness to the signature(s) of  
*[name of Transferor]*

Witness’s signature \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Occupation: \_\_\_\_\_ \_\_\_\_\_ (Transferor)

Witness to the signature(s) of  
*[name of Transferee]*

Witness’s signature \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Occupation: \_\_\_\_\_ \_\_\_\_\_ (Transferee)

### **SCHEDULE 3**

#### **Part A**

#### **Warranties**

Except where the context otherwise requires, the Warranties shall apply not only to the Company but also to the Group Companies as if they had been expressly repeated with respect to each Group Company, naming it in place of the Company throughout.

In this Schedule “encumbrance” includes any charge, debenture, mortgage, pledge, lien, assignment, hypothecation, security interest, title retention or other security agreement or arrangement.

#### **1. GENERAL INFORMATION**

- 1.1 The Company has full power to enter into this Agreement and to exercise its rights and perform its obligations hereunder and (where relevant) all other actions required to authorize the execution of this Agreement and its performance of its obligations hereunder have been duly taken and this Agreement will, when executed by the Company, be a legal, valid and binding agreement on it and enforceable in accordance with the terms hereof.
- 1.2 All information set out in *Schedules 1* is true, complete and accurate in all material respects and there is no matter which renders any such information untrue, inaccurate, incomplete or misleading in any material respects (save that the director(s) of the Company may be changed at the forthcoming annual general meeting of the Company to be held on 30 May 2024).
- 1.3 Save as Disclosed, there are no outstanding options, securities, warrants, rights (including conversion or pre-emptive rights and rights of first refusal) (other than the Convertible Bond(s)), proxy or investor’s rights agreements in respect of each of the Group Companies.
- 1.4 Subject to the Company’s receipt of full Principal Amount, the Convertible Bonds that are being subscribed by and issued to the Subscriber (or his nominee(s)) hereunder, when issued, and the certificates representing Convertible Bond delivered (if delivered), in accordance with the terms of this Agreement for the Principal Amount expressed herein, will be duly and validly issued and fully paid, and will be free of any Encumbrance or third party rights or restrictions on transfer (except for any restrictions on transfer set forth in this Agreement, Company’s bye-laws or restrictions on transfer under applicable securities Law (if any)).
- 1.5 All the issued shares of each member of the Group were allotted and issued fully paid in accordance with the relevant constitutional documents of each member of the Group and in compliance with all relevant Laws.
- 1.6 All the issued shares of each Group Company are free from any Encumbrances of whatsoever nature and together with all rights and entitlements attaching thereto.
- 1.7 The Issuer has the authority, power, capacity and right to issue the Convertible Bond(s) and perform its obligations thereunder, and in particular the Issuer will on Conversion Date have sufficient authorised but unissued share capital for the Issuer to perform its obligations under the Convertible Bond and its directors will be authorised to issue the Convertible Bond and the Conversion Shares upon exercise of the Conversion Rights, and the Conversion Shares, when issued, will be duly authorised and shall rank pari passu in all respects with all other existing Shares outstanding at the Conversion Date and be entitled to all dividends, bonus and distributions, the record date of which shall fall on a date on or after the Conversion Date.
- 1.8 The issue of the Convertible Bond and the issue and allotment of the Conversion Shares will not infringe and will not be contrary to any laws or regulations of any governmental or regulatory body of Hong Kong or Bermuda or any other relevant jurisdiction and will not result in any breach of the terms of the Company’s bye-laws or constitute a breach (with or without the giving of notice or lapse of time, or both) or acceleration of any obligations of any member of the Group under any

deed, assignment, mortgage or other instrument which is binding on any member of the Group and upon issue of the Convertible Bond and the execution of the Certificate by the Issuer and delivery of the same, the Convertible Bond and the Conditions will constitute legal, valid and binding obligations of the Issuer enforceable against it.

## **2. THE ACCOUNTS**

2.1 The accounting and other books and records of each member of the Group are in its possession or control, have been properly written up and accurately present and reflect in accordance with generally accepted accounting principles and standards all the transactions entered into by each such member of the Group or to which each such member of the Group has been a party.

2.2 (A) The Accounts:

(i) were prepared in accordance with applicable Laws (including the disclosure requirements under the Companies Ordinance) and with the [Hong Kong Financial Reporting Standards] issued by the Hong Kong Institute of Certified Public Accountants for the time being applicable at the time they were prepared and on a consistent basis with the audited financial statements of the Group for the financial year ended on the Accounts Date;

(ii) give a true and fair view of the state of affairs, assets, liabilities and financial and trading positions of the Group at the Accounts Date and of the Group's results for the financial period ended on that date and, having regard to the nature of the business of the Group, no event has occurred that has resulted in the results of the Group in respect of the period covered by the Accounts being abnormally high or low; and

(iii) make proper provision for all established liabilities and make proper provision for all deferred or contingent liabilities (whether liquidated or unliquidated), bad or doubtful debts, and onerous contracts at the final day of the period to which they relate, and deferred taxation.

(B) Save as Disclosed, no external loan or loan capital is outstanding in respect of any member of the Group.

(C) There has been no material adverse change in the business, operations, prospects or financial condition of the Group as a whole since the Accounts Date.

## **3. BUSINESS SINCE THE ACCOUNTS DATE**

3.1 Since the Accounts Date:

(A) the Group has carried on its business prudently and in the ordinary course and as a going concern and without any interruption or alteration in the nature, scope or manner of the business and, without limitation, there has been no material adverse change in the manner or time of payment of creditors or the issue of invoices or collection of debts, or in the amount of stock bought or agreed to be bought, or in the level of borrowing or working capital requirement of the Group;

(B) there has been no sale or disposal of any part of the material undertaking or the material assets of the Company and other members of the Group otherwise than in the ordinary course of its business;

- (C) the Group has not entered into, or agreed to enter into, any material commitments involving capital expenditure otherwise than in the ordinary course of its business;
  - (D) save as Disclosed, there has been no voluntary liquidation of any member of the Group;
  - (E) the Company has not done or omitted to do anything which will or might materially prejudicially affect the goodwill of its business;
- 3.2 Since the Accounts Date, the Company has been paying its creditors in respect of all of its debts which have become due and payable in its ordinary course of business and in accordance with the normal trading practice generally accepted in the markets in which the Company carries on its business.

#### **4. CORPORATE**

- 4.1 Save as Disclosed and as contemplated under this Agreement, no person has the right (actual or contingent) at any time to call for the allotment, issue, sale or transfer of any share or loan capital or other securities of the Company and each member of the Group or to convert any shares or security into share capital or share capital of a different class.
- 4.2 Since the Accounts Date, the Company and each member of the Group have not purchased or redeemed or agreed to purchase or redeem any shares of any class of its share capital or otherwise reduced or agreed to reduce its issued share capital or any class of it.
- 4.3 Save as disclosed in the Accounts, the Company and each member of the Group are not the holder or beneficial owner of, and has not agreed to acquire, any shares or securities of any other company or corporation not being a Group Company.

#### **5. COMPLIANCE AND LITIGATION**

- 5.1 Each member of the Group has complied in all material respects with all laws and regulations of Hong Kong, Bermuda, the PRC and any relevant foreign country applicable to it and there is no order, decree or judgment of any Court or any governmental agency of Hong Kong, Bermuda, the PRC or any foreign country outstanding against each of them.
- 5.2 The statutory books and minute books of each member of the Group have been properly written up in all material respects and compliance has been made in all material respects with all applicable legal requirements concerning the relevant member of the Group and all issues of shares, debentures or other securities thereof.
- 5.3 All licences, consents, permits and authorities (public and private) of any nature (“**licences**”) have been obtained by the Company and each member of the Group which are necessary to enable the Company and each member of the Group to carry on its business effectively in the places and in the manner in which its business is now carried on; all such licences are valid and subsisting and to the best of the knowledge, information and belief of the Company, there are no circumstances that can be reasonably foreseen as likely to lead to any of them being suspended, cancelled or revoked and, without limitation, the carrying on of the business of the Group does not infringe any trade mark, service mark, patent or other invention, design, copyright or rights on any confidential information or trade secrets or any other rights of another.
- 5.4 The Group is not now engaged in any litigation or arbitration proceedings, and to the best of the knowledge, information and belief of the Company, there are no litigation or arbitration proceedings or any prosecution pending or threatened by or against the Company or any member of the Group, no injunction has been granted against the Company or any member of the Group, the Company and each member of the Group have given no undertaking to any court or to any third party arising out of any legal proceedings and there is no matter or fact in existence that might give rise to the

same or form the basis of any criminal prosecution against the Company and each member of the Group.

- 5.5 No order has been made or petition presented or resolution passed for the appointment of a receiver or manager in relation to the Company or any member of the Group, or for its winding up, nor has any distress, execution or other process been levied against the Company or any member of the Group nor is any receiver or manager of the undertaking or assets (or any part) or provisional liquidator threatened or expected to be appointed.

## **6. OPERATIONS AND LICENCES**

- 6.1 The Group has conducted its business in accordance with all applicable laws and regulations of any relevant jurisdictions in all material respects and there is no order, decree or judgment of any court or any governmental agency of any jurisdiction outstanding against the Group or which may have a material adverse effect upon the assets or business of any member of the Group.
- 6.2 None of the member of the Group and to the best of the Company's knowledge, none of the officers, agents or employees of any member of the Group (during the course of their duties in relation to the relevant member of the Group) have committed, or omitted to do, any act or thing the commission or omission of which is, or could be, in material contravention of any ordinance, order, regulation, enactment, statute or the like in the PRC, Bermuda, Hong Kong or elsewhere which is punishable by fine or other penalty.

## **7. FINANCE**

- 7.1 Save as Disclosed, each member of the Group has not, since the Accounts Date, repaid or become liable to repay, any loan or indebtedness in advance of its stated maturity.
- 7.2 Save as Disclosed, each member of the Group has not created or agreed to create any encumbrance or given or entered into or agreed to give or enter into any guarantee, suretyship, indemnity or similar commitment or agreement for the postponement or subordination of debt or (except in the ordinary course of business) created or agreed to create any lien or set-off.
- 7.3 Save as Disclosed, the total amount borrowed by the Company (as determined in accordance with the provisions of the relevant instrument or document) does not exceed any limitation on its borrowing powers contained in its bye-laws or equivalent constitutional document, or in any debenture or other deed or document binding upon it.

## **8. TAX**

- 8.1 Save as Disclosed, all Tax assessed upon the Company and members of the Group, or for which the Company or any member of the Group is liable to account, has been paid by the Company or the respective member of the Group on the due date for payment, and the Company and members of the Group are not under any liability to pay any penalty or interest in connection with any Tax, and the Company and members of the Group have deducted all Tax required to be deducted from any payments made by it and where appropriate it has duly accounted for any such Tax deducted or collected.
- 8.2 None of members of the Group is in dispute with any Tax or revenue authority and no such dispute is pending or threatened.
- 8.3 The Group has not entered into or been engaged in or been a party to any transaction which is artificial or fictitious or any transaction or series of transactions or scheme or arrangement of which the main or dominant purpose or one of the main or dominant purposes was the avoidance or deferral of or reduction in the liability to Tax of the Group.

**9. COMPLETENESS OF DISCLOSURE**

All information contained in this Agreement and all other written information furnished by or on behalf of the Company to the Subscriber or its professional advisers before and during the negotiations leading up to this Agreement is true and complete in all material respects and has where necessary been supplemented in the light of changing circumstances and there is no matter or fact that has not been disclosed which renders any such information untrue or misleading in a material respect.



**SCHEDULE 3**  
**Part B**  
**Warrantor Warranties**

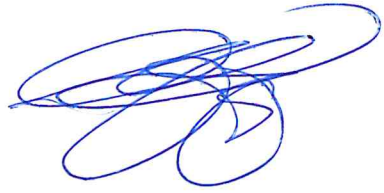
1. The Warrantor is not insolvent or bankrupt under the laws of Hong Kong, is not unable to pay its debts as they fall due or has not proposed or is not liable to any arrangement (whether by court process or otherwise) under which his creditors (or any group of them) would receive less than the amounts due to them. There are no proceedings in relation to any compromise or arrangement with creditors or any bankruptcy or insolvency proceedings concerning the Warrantor and no events have occurred which would justify such proceedings.
2. There are no grounds on which any person would be entitled to have the Warrantor bankrupted, and no person has threatened to present such a petition or has taken any step in relation to the Warrantor under the law relating to bankruptcy or the relief of debtors.
3. No distress, execution or other process has been levied on any material asset owned or used by the Warrantor, nor has any person threatened any such distress, execution or other process.
4. The Warrantor is not subject to any order, judgment, direction, (so far the Subscriber is aware) investigation or other proceedings by any governmental or regulatory authority which will, or are likely to, prevent or delay the Subscription Completion.
5. The Warrantor has obtained all necessary approval, authorisation and consents to enter into and perform its obligations under this Agreement and to carry out the transactions contemplated hereunder.
6. The Warrantor has taken all necessary action to authorise the entering into and performance of this Agreement and to carry out the transactions contemplated hereby and this Agreement will, when executed by the Warrantor, be a legal, valid and binding agreement on him and enforceable in accordance with the terms hereof.
7. The execution, delivery and performance of this Agreement by the Warrantor do not and will not violate in any material respect of (i) any applicable law or regulation or any order or decree of any governmental authority, agency or court of Hong Kong, Bermuda, or any jurisdiction at which it is incorporated or established in or its principal place of business is located or any part thereof prevailing as at the date of this Agreement and as at Subscription Completion; or (ii) any instrument to which the Warrantor is a party or by which the Warrantor is bound.

AS WITNESS whereof this Agreement has been duly executed on the date first above written.

SIGNED by TANG Yui Man Francis )

as authorised representative for )  
SINOLINK WORLDWIDE )  
HOLDINGS LIMITED )

in the presence of: MON CHEUNG )



SIGNED by OU YAPING )

in the presence of: MON CHEUNG )

