
FRAMEWORK AGREEMENT FOR SUPPLY OF GOODS

dated

- 8 MAY 2024 2024

by

CHINA GOLD SILVER GROUP COMPANY LIMITED
Supplier

and

MAXIGOOD ENTERPRISES LIMITED
Customer

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Framework Agreement for Supply of Goods

This Framework Agreement is dated 2024.

Between

CHINA GOLD SILVER GROUP COMPANY LIMITED, a company incorporated in the British Virgin Islands whose registered office is at Portcullis Chambers, 4th Floor, Ellen Skelton Building, 3076 Sir Francis Drake Highway, Road Town, Tortola, British Virgin Islands VG1110 and having a correspondence address in Hong Kong at Units 06-11, 15/F., Metropole Square, No.2 On Yiu Street, Shek Mun, Shatin, New Territories, Hong Kong, (for itself and as agent for and on behalf of each of its subsidiaries from time to time) (collectively and individually as "**Supplier**"); and

MAXIGOOD ENTERPRISES LIMITED, a company incorporated in Hong Kong with limited liability, whose registered office is at 15th, 20th, 25th and 27th Floor, Metropole Square, No.2 On Yiu Street, Shatin, New Territories, Hong Kong, and which is a wholly-owned subsidiary of Luk Fook Holdings (International) Limited ("Luk Fook") whose shares are listed on the Main Board of the Stock Exchange (Stock Code: 590) (for itself and as agent for and on behalf of each of the subsidiaries of Luk Fook from time to time)(collectively and individually as "**Customer**").

Recitals

- A. The Customer (and/or its subsidiaries) is currently principally engaged in the trading and sale of gold, platinum and jewellery products in Hong Kong, Macau and other region in the People's Republic of China through retailing, franchising, wholesaling and e-commerce under the brand names of "Lukfook" and "六福".
- B. The Supplier is principally engaged in the retail sale and wholesale of platinum and gold jewelleryes and gold ornaments, gem-set jewelleryes, jadeites, gemstones and other accessory items.

Terms Agreed

1. Interpretation

- 1.1 In this Framework Agreement where the context so admits the following words and expressions shall have the following meanings:

"**Annual Cap**" has the meaning ascribed to it under Clause 5.1 below.

"**Annual Consideration**" has the meaning ascribed to it under Clause 5.1 below.

"**Delivery Point**" means such location as the Customer specifies on the Separate Agreements.

"**Expenses**" means any out-of-pocket costs incurred by the Supplier in fulfilling an Order, including (without limitation):

- (i) postage, packaging, carriage, freight, and handling charges;
- (ii) insurance;
- (iii) currency conversion and banking charges applicable to the payment method used;
- (iv) where applicable, value added tax or any other applicable sales tax in the country in which the Supplier is resident; and
- (v) where applicable, any customs, import or other duties charged in respect of the sale and importation of Goods into the country in which the Customer is resident or the Delivery Point is located.

"Force Majeure" means, in relation to either Party, any strike, lock-out or other industrial action, Act of God, refusal of licence or other governmental act, fire, explosion, acts of war of hostilities of any nature, accident, industrial dispute or impossibility of obtaining materials and any other circumstances beyond the reasonable control of that Party.

"Goods" means the raw materials and/or finished goods in respect of platinum and gold jewellery and gold ornaments, gem-set jewellery, jadeites, gemstones and other accessory items.

"Hong Kong" means the Hong Kong Special Administrative Region of the People's Republic of China.

"Intellectual Property Rights" means all copyright, database rights, topography rights, design rights, markings, trade marks, trade names, utility models, patents, domain names and any other intellectual property rights of a similar nature (whether or not registered) subsisting anywhere in the world in or associated with the Goods.

"List Prices" means the prices as shall be mutually agreed (such as the "gold price", the "raw material price" and "labour") for the Goods as ordered by the Customer under the Separate Agreements or Order, excluding the Expenses, as may be varied from time to time by the Supplier.

"Listing Rules" means the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited.

"Macau" means the Macau Special Administrative Region of the People's Republic of China.

"month" means calendar month.

"Net Selling Price" means the List Prices of Goods ordered by the Customer less any discounts granted to the Customer by the Supplier in writing from time to time.

"Order" means an order for Goods submitted by the Customer to the Supplier and accepted by the Supplier in accordance with this Framework Agreement or Separate Agreements.

"Parties" means the named parties to this Framework Agreement and their respective successors and assigns.

"PRC" means the People's Republic of China excluding, for the purpose of this Framework Agreement, Hong Kong and Macau.

"Separate Agreements" means the separate agreements or order forms to be entered into between the Customer and the Supplier, which will specify and record the specific terms (such as the quantity and the specification of the Goods to be supplied or purchased under each transaction, and the payment and delivery terms) and operative provisions of those transactions.

"Specification" means the specification of the Goods set out in the Separate Agreements or Order or any other specification agreed in writing between the Parties from time to time

"Stock Exchange" means The Stock Exchange of Hong Kong Limited.

"subsidiary" and **"holding company"** have the meanings ascribed thereto under the Listing Rules;

"Term" means the terms of this Framework Agreement as set out in Clause 11; and

"Year" means the financial year of the Customer.

- 1.2 References herein to Clauses are to Clauses in this Framework Agreement unless the context requires otherwise.
- 1.3 The headings are inserted for convenience only and shall not affect the construction of this Framework Agreement.
- 1.4 Unless the context requires otherwise, words importing the singular include the plural and vice versa and words importing a gender include every gender.
- 1.5 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns.
- 1.6 References to writing shall include any methods of producing or reproducing words in a legible and non-transitory form.
- 1.7 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. Supply of Goods

- 2.1 During the continuance of this Framework Agreement, the Supplier shall sell to the Customer, and the Customer shall purchase from the Supplier, such quantities of the Goods as may be ordered by the Customer from time to time, subject to availability and Clause 5 and the terms and conditions herein.
- 2.2 All the Goods sold by the Supplier shall conform to the relevant Specification.
- 2.3 Upon receipt of an Order from the Customer, the Supplier shall prepare the List Price for the Order for the confirmation of the Customer. Upon confirmation by the Customer, the Customer and the Supplier shall enter into the Separate Agreements.
- 2.4 To implement the transactions contemplated under this Framework Agreement, the Supplier and the Customer shall enter into the Separate Agreements with the List Price attached. The Separate Agreements will specify and record the Order and the specific terms (such as the quantity and the specification of the Goods to be supplied or purchased under each transaction, and the payment amount and delivery terms) and operative provisions of those transactions. Each Separate Agreements shall be deemed to include the terms under this Framework Agreement. Any amendment to this Framework Agreement agreed by the Parties shall be in writing signed by both Parties hereto and deemed to apply to all future Separate Agreements entered into after the date of such amendment.
- 2.5 This Framework Agreement shall apply to all future arrangements between the Supplier and the Customer for the Supplier to supply and the Customer to buy goods unless the Supplier and the Customer agree otherwise in writing.
- 2.6 Risk in and responsibility for the Goods shall pass to the Customer once they have been delivered to the carrier appointed to deliver the Goods to the Delivery Point.

3. Prices and payment

- 3.1 The Customer shall pay the Supplier for the Goods in accordance with the provisions of this Clause 3 unless otherwise amended by the Separate Agreements.
- 3.2 The Supplier shall invoice the Customer for the Net Selling Price and the Expenses (if any) of the Goods upon delivery of the same.

- 3.3 The Customer shall pay to the Supplier the total amount of each invoice within 30 business days after the date of the relevant invoice.
- 3.4 All amounts of money referred to in this Framework Agreement shall be interpreted as being amounts exclusive of value added tax, any similar sales tax or any tax that replaces such sales taxes. Any such tax payable in relation to any such amounts shall be paid in addition to those amounts. If the Customer is required under any applicable law to withhold or deduct any amount from the payments due to the Supplier, the Customer shall increase the sum it pays to the Supplier by the amount necessary to leave the Supplier with an amount equal to the sum it would have received if no such withholdings or deductions had been made.
- 3.5 All amounts due to the Supplier under this Framework Agreement shall become due immediately if this Framework Agreement is terminated or novated despite any other provision.
- 3.6 The time for payment shall be of the essence and no payment shall be deemed to have been made until the Supplier has received payment in cleared funds.
- 3.7 If the Customer does not make payment on or before the date on which it is due, interest shall be payable on the overdue amount at the rate which is eight (8) per cent per annum. Interest shall be payable at this rate both before and after any judgment is made against the Customer until the date on which payment in cleared funds is received in full, including all accrued interest
- 3.8 The Customer shall make all payments due under this Framework Agreement without any deduction by way of set-off, counterclaim, discount or otherwise.

4. Price Determination Principle

- 4.1 The pricing of the transactions between the Parties under this Framework Agreement will be determined on the following basis:
- (a) the price to be determined on a fair and reasonable basis in the ordinary and usual course of business of the Supplier which is equivalent or comparable to those prices offered to third parties independent of the Supplier for similar Goods and having regard to the quantity and other conditions of the sale; and
 - (b) the price to be determined on a fair and reasonable basis in the ordinary and usual course of business of the Customer which is equivalent or comparable to those prices obtained from third parties independent of the Customer for similar Goods and having regard to the quantity and other conditions of the purchase.

5. Cap Amount

- 5.1 Notwithstanding any provisions in the Separate Agreements to the contrary, the Parties agree that the maximum annual aggregate amount of consideration to be paid under this Framework Agreement and all of the Separate Agreements (*Annual Consideration*) shall be HK\$33,000,000 for each year ending 30 June 2025, 2026 and 2027 respectively (*Annual Cap*).
- 5.2 In the event that for any year during the term of this Framework Agreement, the Annual Consideration to be paid under this Framework Agreement and all of the Separate Agreements would exceed the Annual Cap:
- (a) the Customer shall take immediate appropriate steps or actions to comply with the relevant requirements under the Listing Rules; and

- (b) the relevant member of the Customer shall remain liable for the excess amount but may delay payment of the excess amount until the Customer shall have fully complied with the requirements of the Listing Rules.

6. Intellectual Property Rights

6.1 The Parties hereby acknowledge that:

- (a) where the Specification and/or design of the Goods or any of the Goods have been provided by the Customer, the Intellectual Property Rights of those Goods are the Customer's property, and in any other cases, the Intellectual Property Rights of the Goods shall be property of the Supplier or its licensor (as the case may be) and the Supplier warrants that the Goods shall not infringe the Intellectual Property Rights of any third party.
- (b) any reputation in any trade marks affixed or applied to the Goods shall accrue to the sole benefit of the owner of the trade marks from time to time, and each Party shall not remove such trade marks from the Goods.

6.2 Each Party shall not use (other than pursuant to this Framework Agreement or any other agreement between the Parties) or seek to register any trade mark or trade name (including any company name) which is identical to, confusingly similar to or incorporates any trade mark or trade name which the other Party or any associated company of the other Party owns or claims rights in anywhere in the world.

6.3 Each Party shall promptly and fully notify the other Party of:

- (a) any actual, threatened or suspected infringement of any Intellectual Property Rights which comes to such Party's notice; and
- (b) any claim by any third party that comes to such Party's notice that the sale or advertisement of the Goods infringes the rights of any person.

6.4 Each Party agrees (at the other Party's request and expense) to do all such things as may be reasonably required to assist the other Party in taking or resisting any proceedings in relation to any infringement or claim referred to in Clause 6.3.

7. Confidentiality

7.1 Each party undertakes to the other to keep confidential all information (written or oral) concerning the business and affairs of the other which it has obtained or received as a result of discussions leading up to entry into this Framework Agreement, or which it has obtained during the course of this Framework Agreement, except any information that is:

- (a) subject to an obligation to disclose under law, or that is required to be disclosed by any competent regulatory authority, by notice or otherwise; or
- (b) already in its possession other than as a result of a breach of this Clause 7; or
- (c) in the public domain other than as a result of a breach of this Clause 7.

7.2 Each party undertakes to the other to take all steps that are necessary from time to time to ensure compliance with the provisions of this Clause 7 by its employees, agents and subcontractors.

7.3 The Parties acknowledge that the Intellectual Property Rights and/or the Specification contain confidential information of the Supplier and/or the Customer and/or of third parties. Each Party undertakes to treat as confidential and keep secret all information contained therein or

otherwise received from the other Party in connection herewith and shall not use the same for purposes other than in accordance with this Framework Agreement and all of the relevant Separate Agreements.

8. Limitation of Liability

- 8.1 The Supplier's total liability in contract or otherwise in relation to this Framework Agreement shall be limited to the List Price of the Goods to which the claim relates.
- 8.2 The Supplier shall not be liable to the Customer for:
- (a) any indirect, special or consequential loss or damage; or
 - (b) economic loss or damage; or
 - (c) incurring of liability for loss or damage of any nature whatsoever suffered by third parties (including in each case incidental and punitive damages); or
 - (d) any loss of actual or anticipated profit, interest, revenue, anticipated savings or business or damage to goodwill.
- 8.3 The Supplier shall not be liable for any losses arising from the Customer's subsequent use or misuse of the Goods including (without limitation):
- (a) fair wear and tear;
 - (b) wilful damage;
 - (c) the Customer's negligence, or that of its agents or employees, or any failure to follow the Supplier's instructions as to use of the Goods;
 - (d) abnormal working conditions beyond those referred to in the Specification; and
 - (e) any alteration or repair of the Goods by any manufacturing process or otherwise, save for any latent defect which means that the Good did not comply with the Specification.
- 8.4 The Supplier is not liable for a defect in the Goods unless it is notified to the Supplier within **3 business** days of the date of delivery.
- 8.5 The Supplier agrees to permit the Customer to return any of the Goods which are defective (other than due to the Customer's default or negligence) or not in accordance with any of the Specifications if the Customer give notice of the same within 3 business days after delivery notwithstanding that the Goods may have already been accepted by the Customer. In such event, the Supplier has to repair or replace the defective Goods, or to accept the Customer's return of the defective Goods, within 14 days from the date of such notice.
- 8.6 Notwithstanding Clauses 8.3, 8.4 and 8.5, the Supplier agrees to permit the Customer to return any of the Goods not meeting the agreed standard of fineness on purity of gold if the Customer gives notice of the same at any time after delivery notwithstanding the Goods may have already been accepted by the Customer. In such event, the Supplier has to replace the Goods, or to refund the price which was received from the Customer for the Goods (without any compensation whatsoever) subject to the Customer's return of the Goods to the Supplier, as the Supplier shall in its absolute discretion think fit, within 14 days from the date of such notice.

9. Representations and Warranties

- 9.1 The Customer represents and warrants to the Supplier that the Customer carries on the trading and sale of gold, platinum and jewellery products through retailing, franchising, wholesaling and e-commerce under the brand names of "Lukfook", "六福", "Dear Q" and "Goldstyle" in Hong Kong, Macau and other region in the People's Republic of China.

10. Force Majeure

- 10.1 If either Party is affected by Force Majeure it shall promptly notify the other Party of the nature and extent of the circumstances in question.
- 10.2 Notwithstanding any other provision of this Framework Agreement, neither Party shall be deemed to be in breach of this Framework Agreement, or otherwise be liable to the other, for any delay in performance or the non-performance of any of its obligations under this Framework Agreement, to the extent that the delay or non-performance is due to any Force Majeure of which it has notified the other Party, and subject to agreement between the Parties hereto the time for performance of that obligation shall be extended accordingly.

11. Duration and Termination

- 11.1 This Framework Agreement shall come into force on execution hereof and, subject to the following provisions of this Clause, shall be for a term of three (3) years from 1 July 2024 to 30 June 2027, unless or until terminated by either Party by giving to the other Party at any time not less than three (3) months' written notice to such effect.
- 11.2 Either Party shall be entitled to terminate this Agreement forthwith by giving notice in writing to the other Party in the event Luk Fook 3D Management Company Limited shall cease to own any shareholding interests in the Supplier ("**Cessation**").
- 11.3 Either Party shall be entitled forthwith to terminate this Framework Agreement by written notice to the other if:
- (a) that other Party commits any continuing or material breach of any of the provisions of this Framework Agreement and, in the case of such a breach which is capable of remedy, fails to remedy the same within 14 days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied;
 - (b) an encumbrancer takes possession or a receiver is appointed over any of the property or assets of that other Party;
 - (c) that other Party makes any voluntary arrangement with its creditors or becomes subject to an administration order;
 - (d) that other Party goes into liquidation (except for the purposes of an amalgamation, reconstruction or other reorganisation and in such manner that the company resulting from the reorganisation effectively agrees to be bound by or to assume the obligations imposed on that other Party under this Framework Agreement); or
 - (e) that other Party ceases, or threatens to cease, to carry on business.
- 11.4 For the purpose of Sub-Clause 11.3(a), a breach shall be considered capable of remedy if the Party in breach can comply with the provision in question in all respects other than as to the time of performance (provided that time of performance is not of the essence).
- 11.5 Any waiver by either Party of a breach of any provision of this Framework Agreement shall not be considered as a waiver of any subsequent breach of the same or any other provision.

- 11.6 The rights to terminate this Framework Agreement given by this Clause shall not prejudice any other right or remedy of either Party in respect of the breach concerned (if any) or any other breach.
- 11.7 Following the expiry of the Term or the earlier termination of this Framework Agreement for any reason whatsoever, the Supplier shall be entitled (at its option) to cancel any Orders which have not yet been delivered.
- 11.8 Upon the termination of this Framework Agreement for any reason, subject as otherwise provided in this Framework Agreement and to any rights or obligations which have accrued prior to termination and any obligations which expressly or by implication are intended to come into or continue in force on or after such termination, neither Party shall have any further obligation to the other under this Framework Agreement.
- 11.9 On termination of this Framework Agreement however caused each Party undertakes immediately to cease to use any of the information provided to it by the other Party and within 2 business days of the date of termination each Party shall return to the other Party all copies of documents, drawings, sketches and all other materials supplied to it under this Framework Agreement and all Separate Agreements.

12. Listing Rules Implication

- 12.1 The Parties agreed that:
- (a) if the transactions under this Framework Agreement constitutes connected transactions or continuing connected transactions of either Luk Fook Holdings (International) Limited ("**LFHIL**") or Hong Kong Resources Holdings Company Limited ("**HKRH**") under the Listing Rules and according to the Listing Rules, the transactions shall be subject to the grant of any waiver by the Stock Exchange, any prior approval by independent third parties of either Parties, or compliance with any Listing Rules provisions, the conditions for granting of such waiver (if applicable), and/or the prior approval by the independent third parties of either LFHIL or HKRH, and/or the compliance of the relevant Listing Rules provisions shall be the condition precedents for the performance of this Framework Agreement and the transactions under this Framework Agreement;
 - (b) if the waiver granted by the Stock Exchange is subject to certain conditions, this Framework Agreement shall be performed according to such conditions; and
 - (c) during the duration of this Framework Agreement, if the waiver (if applicable) granted by the Stock Exchange in respect of any transactions under this Framework Agreement shall be withdrawn, revoked or become invalid, or for any reasons the transactions become in compliance with any Listing Rules provisions, the transactions under this Framework Agreement shall be suspended until all of such requirements, regulations or the regulatory obligations applicable to the relevant Parties have been satisfied.
- 12.2 The Supplier undertakes to the Customer that it shall provide such information as may be required by the auditors of the Customer for the purpose of compliance with Rule 14A.39 of the Listing Rules.

13. Nature of Agreement

- 13.1 Nothing in this Framework Agreement shall create, or be deemed to create, a partnership between the Parties hereto.

- 13.2 Each Party acknowledges that, in entering into this Framework Agreement, it does not do so on the basis of or rely on any representation, warranty or other provision except as expressly provided in this Framework Agreement, and accordingly all conditions, warranties or other terms implied by statute or common law are hereby excluded to the fullest extent permitted by law.
- 13.3 This Framework Agreement, hereto sets forth the entire understanding of the Parties hereto and supersedes all prior oral or written agreements among the Parties hereto relative to the subject matter hereof, and merges all prior and contemporaneous discussions among them.
- 13.4 The Parties to this Framework Agreement may, by mutual written consent, executed by the Party to be changed, amend, modify or supplement this Framework Agreement.
- 13.5 The Parties hereto expressly agree that it is not the intention of either Party hereto to violate any public policy, Listing Rules, statutory or common laws, rules, regulations, treaties or decisions of any government or agency thereof (collectively, "Laws"). If any provision of this Framework Agreement is judicially or administratively interpreted or construed as being in violation of any Laws, such provision may be judicially or administratively modified or reformed in such manner as to be enforceable.
- 13.6 The various provisions of this Framework Agreement are severable and if any provision is held to be invalid or unenforceable by any court of competent jurisdiction then such invalidity or unenforceability shall not affect the remaining provisions of this Framework Agreement.
- 13.7 No waiver or forbearance by either Party hereto (whether express or implied) in enforcing any of its rights under this Framework Agreement shall prejudice its right to do so in the future.
- 13.8 Each Party hereto shall bear its own costs and expenses incidental to this Framework Agreement and the transactions contemplated hereby.

14. Notices

All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given or made (and shall be deemed to have been duly given or made upon receipt) by delivery in person, by messenger, by overnight courier service, by confirmed facsimile transmission or by registered or certified mail to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this Clause):-

To the Supplier:

Address: Units 06-11, 15/F., Metropole Square
No.2 On Yiu Street
Shek Mun, Shatin, New Territories, Hong Kong

Fax Number: (852) 2954 3689

Attention: The Chief Executive Officer

To the Customer:

Address: 25th Floor, Metropole Square,
No.2 On Yiu Street, Shatin
New Territories, Hong Kong

Fax Number: (852) 8148 3230

Attention: The Chief Financial Officer

15. Counterparts

This Framework Agreement may be executed in any number of counterparts and by the Parties on separate counterparts and each such counterpart shall constitute an original of this Framework Agreement but all of which shall together constitute one and the same instrument. This Framework Agreement shall not be effective until each Party has executed at least one counterpart.

16. Disputes

- 16.1 Subject as may be provided elsewhere in this Framework Agreement, all disputes, differences or questions arising in relation to this Framework Agreement shall be referred in the first instance to the Chief Executive Officer of the Supplier and the Chief Financial Officer of the Customer, who shall meet together and attempt to settle the dispute between themselves (acting in good faith) within one calendar month.
- 16.2 If the Chief Executive Officer of the Supplier and the Chief Financial Officer of the Customer fail to resolve the matter within one calendar month, then either party may refer the dispute to an appropriate court in Hong Kong.


17. Governing Law, Jurisdiction and Process Agent

- 17.1 The formation, validity, performance and interpretation of this Framework Agreement and of each Clause and part hereof shall be governed by the laws of Hong Kong and the Parties agree to the non-exclusive jurisdiction of the courts of Hong Kong.
- 17.2 It is the Customer's obligation to acquaint itself and to comply with all applicable requirements and restrictions imposed by law or by governmental and other authorities or corporations relating to the possession, use, import, export, or resale of the Goods. It is the Customer's obligation to ensure that no Goods are exported or imported in violation of the laws of any jurisdiction into or through which the Goods are transported during the course of reaching the Delivery Point. Where necessary, the Customer shall inform the Supplier at a reasonable time before delivery of any documents which it is necessary for the Supplier to provide in order to allow export of the Goods in compliance with the laws of any relevant jurisdiction.
- 17.3 The Supplier hereby irrevocably appoints 3D-GOLD Management Services Limited of Units 06-11, 15/F., Metropole Square, No.2 On Yiu Street, Shek Mun, Shatin, New Territories, Hong Kong as its agent to receive and acknowledge on its behalf service of any writ, summons, order, judgment or other notice of legal process in Hong Kong as regards any proceeding, claim, dispute or matter arising out of or relating to this Framework Agreement or any document to be executed pursuant to this Framework Agreement. If for any reason the agent named above (or its successor) no longer serves as agent of the Supplier for this purpose, the Supplier shall promptly appoint a successor agent satisfactory to the other Party, notify the other Party thereof and deliver to the other Party a copy of the new process agent's acceptance of appointment provided that until the other Party receives such notification, it shall be entitled to treat the agent named above (or its said successor) as the agent of the Supplier for the purposes of this Clause 17.3 (*Appointment of agent for service of process*). The Supplier agrees that any such legal process shall be sufficiently served on it if delivered to such agent for service at its address for the time being in Hong Kong whether or not such agent gives notice thereof to the Supplier.

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Execution

IN WITNESS WHEREOF, the Parties hereto have executed this Framework Agreement on the date first above written.

Signed by **CHEUNG IRENE**)
)
on behalf of)
CHINA GOLD SILVER GROUP)
COMPANY LIMITED)
in the presence of :- )
)
TSANG MEI YIU, PEGGY

For and on behalf of
China Gold Silver Group Company Limited
中國金銀集團有限公司

.....
Authorized Signature(s)

Signed by **Nancy Wong**)
)
on behalf of)
MAXIGOOD ENTERPRISES LIMITED)
in the presence of :- )
)
So Wei Lam Esq.

For and on behalf of
MAXIGOOD ENTERPRISES LIMITED
萬利佳企業有限公司

.....
Authorized Signature(s)