

# Deed of Assignment and Assumption of Interests in Templewater I, L.P.

Dated 31 May 2024

Prime Avenue Ventures Limited (“**Transferor**”)

Full Fortune Legacy Limited (“**Transferee**”)

Templewater I, G.P., in its capacity as general partner of Templewater I,  
L.P. (“**General Partner**”)

# Deed of Assignment and Assumption of Interests in Templewater I, L.P.

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# Deed of Assignment and Assumption of Interests in Templewater I, L.P.

## Details

**Interpretation** – definitions are set out in clause 14 (“Interpretation”).

| <b>Parties</b>         | <b>Transferor, Transferee and General Partner</b> |   |
|------------------------|---|---|
| <b>Transferor</b>      | Name  | <b>Prime Avenue Ventures Limited</b>  |
|                        | Company Number                                    | 2003308   |
|                        | Incorporated in                                   | British Virgin Islands  |
|                        | Address   | Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands                                       |
|                        | Fax   | +852 2745-7131  |
|                        | Email   | <a href="mailto:carmenliang@easyknit.com">carmenliang@easyknit.com</a> / <a href="mailto:louciayan@easyknit.com">louciayan@easyknit.com</a> |
|                        | Attention   | The Board of Directors  |
| <b>Copy to</b>         | Address   | 7/F, Block A, Phase 6, Hong Kong Spinners Building, 481-483 Castle Peak Road, Cheung Sha Wan, Hong Kong                                     |
|                        | Telephone   | +852 2745-6338  |
| <b>Transferee</b>      | Name  | <b>Full Fortune Legacy Limited</b>  |
|                        | Registration Number                               | 2080833   |
|                        | Incorporated in                                   | British Virgin Islands  |
|                        | Address   | Ritter House, Wickhams Cay II, PO Box 3170, Road Town, Tortola VG1110   |
|                        | Fax   | NA  |
|                        | Email   | ops@wit.partners  |
|                        | Attention   | Directors of the Manager, WIT Partners Advisory Pte. Ltd.   |
| <b>General Partner</b> | Name  | <b>Templewater I, G.P.</b> in its capacity as general partner of <b>Templewater I, L.P.</b>   |

|                 |  |
|-----------------|--|
| Company number  | 344743   |
| Incorporated in | Cayman Islands   |
| Address         | Osiris International Cayman Limited, Suite #4-210, Governors Square, 23 Lime Tree Bay Avenue, PO Box 32311, Grand Cayman, KY1-1209, Cayman Islands |
| Fax             | +852 2110 4378   |
| Email           | <a href="mailto:fundservices-hk@marburys.com">fundservices-hk@marburys.com</a> ;<br><a href="mailto:gp@templewater.com">gp@templewater.com</a>     |
| Attention       | Board of Directors   |

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**Recitals**

- A** The Transferor is a Limited Partner in Templewater I, L.P. (the "**Partnership**").
- B** The Partnership is governed by and operated pursuant to the terms of the Limited Partnership Agreement. The Transferor entered into (i) a subscription agreement dated 26 March 2019 with the General Partner for and on behalf of the Partnership, and (ii) side letter dated 26 March 2019 with the General Partner for itself and for and on behalf of the Partnership (the "**Transferor Subscription Agreement**" and the "**Transferor Side Letter**", respectively) in respect of its subscription for Interests (being US\$5,000,000 Commitment).
- C** The Transferor has agreed to assign to the Transferee 95% of its Interests (being **US\$4,750,000** Commitment, comprised of US\$4,308,999.65 of Capital Contribution and US\$441,000.36 of Unfunded Commitment) and 95% of its capital account balance, and its related rights, title and interests in the Transferor Subscription Agreement and Transferor Side Letter (together, the "**Transferred Interests**") and the Transferee has agreed to accept such assignment and assume the obligations of the Transferor in relation to the Transferred Interests on terms and conditions of this Deed.
- D** Pursuant to the Limited Partnership Agreement, any transfer by the Transferor of any of its Interests requires the prior written consent of the General Partner. The General Partner has given its prior written irrevocable and unconditional consent to the assignment and assumption of the Transferred Interests and the admission of the Transferee as a Limited Partner in the Partnership on terms and conditions of this Deed.
- E** Simultaneously with execution of this Deed, the Transferor is entering into another deed of assignment and transfer of interest with Ulisse Holdings Limited (the "**Second Deed**")

on the same terms and conditions as this Deed, except for (A) the name of the transferee, (B) the transferee's remitting bank instructions, (C) the transferee details for notices, (D) the amount of the commitment and the transferred interests, (E) the consideration amount and (F) any other provisions reasonably related to items (A) to (E) of this recital E. Pursuant to the Second Deed, the Transferor has agreed to assign 5% of its Interests and 5% of its capital account balance, and the related rights, title and interests, to Ulisse Holdings Limited.

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|                      |   |
|----------------------|---|
| <b>Commitment</b>    | <b>US\$4,750,000</b>  |
| <b>Date of deed</b>  | <u>31</u> May 2024 (being the final date of signature of all of the signatories to this Deed) |
| <b>Governing law</b> | Cayman Islands  |

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# Deed of Assignment and Assumption of Interests in Templewater I, L.P.

## General terms

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### 1 Transfer of Transferred Interests

#### 1.1 Transfer

For good and valuable consideration, upon Completion (as defined below), the Transferor agrees to assign, transfer and convey to the Transferee, and the Transferee agrees to assume and accept, on the Completion Date all of the rights, title and interests of the Transferor in and to the Transferred Interests free and clear of all Encumbrances (other than those contained or disclosed in the Limited Partnership Agreement or otherwise arising under applicable law) (collectively the “Transfer”).

#### 1.2 Conditions to Completion

(a) The obligations of the Transferee to complete the Transfer on the Completion Date, are, unless otherwise waived in writing by the Transferee (in respect of clauses 1.2(a)(i)(C) and 1.2(a)(ii) only), conditional upon and subject to the fulfilment on or prior to the Completion Date of the following conditions (the “Conditions”) by the Transferor to the satisfaction of the Transferee:

(i) Authorisations:

(A) approval of this Deed and the transaction contemplated under this Deed by the shareholders of ParentCo at the special general meeting of ParentCo;

(B) necessary consent from HKEX in relation to the transaction contemplated under this Deed (where applicable, including any related draft announcement(s), circular(s) and any ancillary documents or notices required by HKEX);

(C) delivery of certified true copies of the relevant board resolutions (or written board meeting minutes) of the Transferor and ParentCo, in an agreed form reasonably acceptable to the Transferee, for approving the entry into this Deed by the Transferor and the transactions contemplated therein, as well as (where applicable) any draft announcement(s), circular(s) and any ancillary documents or notices required to be approved by HKEX; and

(ii) ParentCo's certificate: delivery by ParentCo to the Transferee a certificate executed by an authorised signatory of the ParentCo, in substantially the same form and substance as set out in Schedule 6.

(iii) Execution and completion of Second Deed: The Second Deed has been executed by the Transferor and Ulisse Holdings Limited contemporaneously with this Deed and the completion of the transaction contemplated under the Second Deed occurs simultaneously with the Completion hereunder.

- (b) If the Conditions have not been satisfied on or before the Long Stop Date, then this Deed shall terminate automatically in which case all rights and obligations of the parties under this Agreement shall cease and no party shall have any claim against the other(s), but without prejudice to the accrued rights and obligations of the parties in respect of any antecedent breach of the terms hereof before that termination.

### 1.3 Consideration

- (a) Subject to adjustment in accordance with clause 1.3(b), the Consideration Amount for the assignment of the Transferred Interests payable by the Transferee to the Transferor shall be equal to **US\$3,515,000** (the “**Consideration Amount**”), representing 95% of the total consideration attributable to the total Interests held by the Transferor, which shall be paid by the Transferee to the Transferor upon Completion.
- (b) The Consideration Amount shall be adjusted in the following manner at Completion:
  - (i) increasing by a sum equal to 95% of the Capital Contributions made by the Transferor to the Partnership during the period between 28 May 2024 and the Completion Date; and/or
  - (ii) decreasing by a sum equal to 95% of the distributions which are received by the Transferor from the Partnership during the period between 28 May 2024 and the Completion Date.
- (c) Unless otherwise expressly stated or required herein, all payments in respect of the Consideration Amount to be made by the Transferee under this Deed shall be made by way of any of the following:
  - (i) cashier order(s) issued by a licensed bank in Hong Kong; or
  - (ii) solicitor’s cheque(s) drawn on a licensed bank(s) in Hong Kong and payable to the Transferor as directed in writing; or
  - (iii) wire transfer to the Transferor Designated Account in advance no later than one (1) Business Day prior to the date of payment, and as soon as available (and in any event by no later than 5:00 pm Hong Kong time on the Completion Date) provide a MT103 confirmation to the Transferor evidencing the Transferee’s irrevocable instruction to pay the Consideration Amount to the Transferor Designated Account (but the Transferee’s payment obligation will only be released after the Transferor actually receives the Consideration Amount in cleared funds); or
  - (iv) such other method as the Transferor and the Transferee may agree in writing.

### 1.4 Completion

Subject to clause 1.2(a) and other terms of this Deed, Completion shall take place at 5:00 pm Hong Kong time on the Completion Date, or at such other date, time and place as the parties may agree in writing.

The parties agree that on completion of the Transfer contemplated in clause 1.1 (“**Completion**”):

- (a) the Transferee must pay the Transferor the Consideration Amount as calculated pursuant to, and in the manner as prescribed in, clause 1.3;



- (b) upon receiving the Consideration Amount in cleared funds from the Transferee, the Transferor must promptly send a written confirmation to the General Partner confirming that the Consideration Amount has been received; and
- (c) subject to the General Partner having received from the Transferor the written confirmation referred to in clause 1.4(b):
  - (i) the Transferee will:
    - (A) become a Limited Partner in the Partnership with a Commitment of US\$4,750,000 (comprised of US\$4,308,999.65 of Capital Contribution and US\$441,000.36 of Unfunded Commitment) and 95% of the capital account balance which was held by the Transferor immediately prior to Completion; and
    - (B) be bound by the terms of the Limited Partnership Agreement as a Limited Partner in the Partnership; and
  - (ii) this Deed will be and will be deemed to be the Transferee's "**Subscription Agreement**" with respect to the Transferred Interests for the purposes of the Limited Partnership Agreement.

## 1.5 Obligation to complete

- (a) The parties shall be obliged to complete the Transfer if all the Conditions have been satisfied on or before the Long Stop Date. In the event that the Transferee elects not to complete after all the Conditions have been satisfied on or before the Long Stop Date, the Transferee shall provide a written notice to each of the Transferor and the General Partner within three (3) Business Days after all the Conditions have been satisfied.
- (b) If the Transferee provides the written notice referred to in clause 1.5(a), this Deed shall terminate and the Transferor is entitled to receive a sum of US\$19,000 as liquidated damages (not a penalty) from the Transferee as full and final settlement of all claims, losses, costs, charges and expenses which have or may have been sustained or incurred by the Transferor as a result of that termination, but without prejudice to the accrued rights and obligations of the parties in respect of any antecedent breach of the terms hereof before that termination.

## 1.6 Assumption of obligations

To the fullest extent permitted by applicable law, the Transferee undertakes that upon Completion, as a several obligation in each case, in favour of each Partner and the Transferor to:

- (a) adhere to and be bound by the Limited Partnership Agreement with respect to the Transferred Interests;
- (b) assume all of the obligations, commitments and liabilities of the Transferor arising under the Limited Partnership Agreement with respect to the Transferred Interests at any time (whether before or after the Completion Date); and
- (c) perform the obligations imposed by the Limited Partnership Agreement and the Transferor Subscription Agreement with respect to the Transferred Interests which are to be performed on or after the Completion Date,

in all respects as if the Transferee were named in the Limited Partnership Agreement as a Limited Partner and the holder of the Transferred Interests and without limitation, to make further contributions to the Partnership up to an amount equal to the Unfunded Commitment at such times and in such amounts as required in accordance with the terms of the Limited Partnership Agreement.

### **1.7 Transferee's details for notices**

Any notice, demand, consent or other communication given or made under this Deed and the Limited Partnership Agreement to the Transferee will be duly delivered if delivered to the address and for the attention of the Transferee as set out in the Details section.

### **1.8 Taxes**

Each of the Transferor and the Transferee agrees to provide the General Partner with any applicable tax information in connection with the transfer of the Transferred Interests if requested by the General Partner.

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## **2 General Partner consent and admission of Transferee as Limited Partner**

### **2.1 General Partner consent**

As between the Transferor and the Transferee, the transactions contemplated by this Deed shall take effect on the Completion Date and shall be subject to the General Partner having executed this Deed, and, in so doing, the General Partner hereby gives its prior written irrevocable and unconditional consent to such transactions under the Limited Partnership Agreement for the purposes of:

- (a) the assignment of the Transferred Interests; and
- (b) the admission of the Transferee as a Limited Partner to the Partnership.

### **2.2 Admission of Transferee as a Limited Partner**

Subject to the other provisions of this Deed, the General Partner, on behalf of itself and as attorney on behalf of each of the other Partners of the Partnership, shall admit the Transferee as a Limited Partner of the Partnership.

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## **3 Title**

- (a) The Transferor confirms to the General Partner and the Transferee that, as at the Completion Date, the Transferor holds the Transferred Interests free from any Encumbrances and that immediately upon the Transferred Interests being transferred to the Transferee pursuant to this Deed, the Transferee will have acquired the Transferred Interests free from any Encumbrances at Completion.
- (b) The Transferor confirms to the General Partner and the Transferee that, to the best of the knowledge and belief of the Transferor, it has complied in full with all of its obligations under the Limited Partnership Agreement and the Transferor Subscription Agreement and is not in default under any provision thereof.

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## **4 Power of attorney**

### **4.1 Appointment of the General Partner as attorney**

- (a) The Transferee by its execution of this Deed appoints the General Partner, and, separately, each of its officers from time to time, as its lawful attorney, with full power to appoint substitutes, to execute, acknowledge, swear to,

deliver, record and file any of the following documents on behalf of the Transferee and in its name:

- (i) the Limited Partnership Agreement and any amendments thereto (approved in accordance therewith); and
  - (ii) any other agreement or instrument that is necessary or appropriate to admit the Transferee as a Limited Partner of the Partnership.
- (b) The Transferee acknowledges and agrees to the powers of attorney granted to the General Partner on the terms of the Limited Partnership Agreement.

#### **4.2 Duration of the appointment**

- (a) Subject to the foregoing, the above power of attorney is irrevocable and is given to secure an interest in property of the General Partner and/or the performance of an obligation owed to the General Partner, and the obligations of the Transferee under this Deed is irrevocable and will survive and will not be affected by the subsequent lack of capacity, insolvency, bankruptcy or dissolution of the Transferee. Any attempted revocation of this power of attorney by the Transferee constitutes a default by such Transferee and the General Partner and/or the Partnership is entitled to any right or remedy provided by law or this Deed.
- (b) The power of attorney granted by the Transferee in favour of the General Partner under this clause 4 ("**Power of attorney**") will terminate in the event that:
- (i) the Transferee completely withdraws from participation as a Limited Partner in the Partnership in accordance with the Limited Partnership Agreement;
  - (ii) the General Partner or the Partnership is dissolved or the bankruptcy or insolvency proceedings are commenced with respect to the General Partner or the Partnership; or
  - (iii) the General Partner is removed as general partner of the Partnership in accordance with the terms of the Limited Partnership Agreement.

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### **5 Deed of Adherence**

For the purposes of clauses 21.3 ("**Assignments by Limited Partners**") of the Limited Partnership Agreement:

- (a) the Transferee undertakes and agrees to:
- (i) become a party to the Limited Partnership Agreement and to be bound as a Limited Partner; and
  - (ii) appoint the General Partner and, separately, each of its officers from time to time, to be its lawful attorney on the terms set out in clause 25 ("**Power of Attorney**") of the Limited Partnership Agreement; and
- (b) all parties acknowledge and agree that:

- (i) this Deed constitutes the written instrument required under clause 21.3 (“**Assignments by Limited Partners**”) of the Limited Partnership Agreement; and
- (ii) no separate Deed of Adherence (as that term is defined in the Limited Partnership Agreement) is required,

in each case in relation to the assignment of the Transferor’s Transferred Interests to the Transferee.

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## **6 Information and further assurances**

### **6.1 Agreement to provide information, execute and deliver documents**

- (a) The Transferee agrees to provide such information and execute and deliver such documents regarding itself and all of its beneficial owners as the General Partner may reasonably request from time to time to verify the accuracy of the Transferee’s representations and warranties or to comply with any law, rule or regulation to which the Partnership may be subject or for any other reasonable purpose. By executing this Deed the Transferee waives any provision under any laws and regulations of any jurisdiction that would, in the absence of such waiver, prevent or inhibit the Partnership’s compliance with applicable law including, but not limited to, preventing (i) the Transferee from providing any requested information or documentation, or (ii) the disclosure by the Partnership or its agents of the provided information or documentation to applicable governmental or regulatory authorities.
- (b) The Transferee agrees to comply with all tax, anti-money laundering and exchange control reporting requirements imposed on it by any applicable jurisdiction in connection with the transfer of the Transferred Interests.

### **6.2 Anti-money laundering**

- (a) The Transferee acknowledges that the General Partner is subject to certain legal requirements (including the requirements of the Anti-Money Laundering Regulations (as amended) of the Cayman Islands and the Guidance Notes issued pursuant thereto) that require the General Partner to verify the source of funds paid to the Partnership by the Transferee and the identities of the Transferee and Persons associated with the Transferee before the transfer of the Transferred Interests under this Deed can be processed and from time to time thereafter.
- (b) The Transferee agrees to provide to the General Partner or any of its delegates or assignees at any time during the term of the Partnership such information as the General Partner or any of its delegates or assignees determines to be necessary or appropriate:
  - (i) to comply with the anti-money laundering laws, rules and regulations, and Sanctions of any applicable jurisdiction; and
  - (ii) to respond to requests for information concerning the identity of Limited Partners (including underlying beneficial owners) from any Government Authority, self-regulatory organization or financial institution in connection with its anti-money laundering compliance procedures, or to update such information.
- (c) As far as permitted by applicable law, the General Partner shall be held harmless and indemnified by the Transferee against any loss arising as a result of a failure to process the transfer of the Transferred Interests or otherwise to take or fail to take action in respect of the subscription if such

information has been requested by the General Partner and has not been provided by or on behalf of the Transferee.

### 6.3 Other information and further assurances

- (a) Without prejudice to clause 27.19 (“**Additional Information**”) of the Limited Partnership Agreement, the Transferee agrees to provide the General Partner, the Partnership and/or their respective agents, upon request, with:
- (i) all evidence and documentation requested by the General Partner in order for the General Partner to determine to its satisfaction whether or not the Transferee is an Eligible Investor;
  - (ii) such information, and execute and deliver such documents, as the General Partner requests from time to time with respect to the Transferee’s identity, citizenship, residency, ownership, tax status, business or control, or otherwise in connection with this Deed (including documents regarding itself and all of its beneficial owners, any KYC Information, any anti-money laundering and any anti-terrorism information) so as to permit the General Partner to verify the accuracy of the Transferee’s representations and warranties, evaluate and comply with any anti-money laundering, legal, regulatory and tax requirements applicable to the Partnership (including any intermediate holding vehicle), the General Partner, any of its Affiliates, the Transferee, any Investments or proposed Investments, or for any other reasonable purpose determined by the General Partner; and
  - (iii) any documentation or other information regarding the Transferee and its beneficial owners that the General Partner, the Partnership or their respective agents may require from time to time in connection with the Partnership’s obligations under, and compliance with, applicable laws and regulations including, but not limited to anti-money laundering and terrorist financing obligations, Sanctions and FATCA.
- (b) By executing this Deed, the Transferee waives any provision under the laws, regulations and Sanctions of any jurisdiction that would, in the absence of such waiver, prevent or inhibit the General Partner’s and/or the Partnership’s compliance with applicable laws, regulations and Sanctions as described in clause 6.3 (“**Other information and further assurances**”) including, but not limited to preventing:
- (i) the Transferee from providing any requested information or documentation; or
  - (ii) the disclosure by the General Partner, the Partnership or their respective agents of the provided information or documentation to applicable Government Authorities.
- (c) The Transferee further acknowledges that the General Partner and the Partnership may take such action as each of them considers necessary in relation to such Transferee’s holding and/or redemption proceeds:
- (i) to ensure that any withholding tax payable by the Partnership, and any related costs, interest, penalties and other losses and liabilities suffered by the Partnership, or any other investor, or any agent, delegate, employee, director, officer, member, manager or affiliate of any of the foregoing persons, arising from such Transferee’s failure to provide any requested documentation or

other information to the Partnership, is economically borne by such Transferee; and

- (ii) for the Partnership's compliance with its obligations under applicable laws and regulations including but not limited to anti-money laundering and terrorist financing obligations, Sanctions and FATCA, including compulsorily withdrawing the Transferee and taking any steps as is considered necessary or appropriate to mitigate the consequences of any failure by the Transferee to comply with clause 6.3 ("**Other information and further assurances**").
- (d) The Transferee shall notify the General Partner immediately in the event that its ownership of the Transferred Interests would result in an FATCA tax on the Partnership and it will as soon as practicable update or replace any such AEOI Information as required by applicable law and/or to the extent any such AEOI Information expires or otherwise becomes obsolete or inaccurate in any respect.

#### 6.4 Permitted use of information

The Transferee consents to the disclosure by the General Partner of all information contained in this Deed, the KYC Information and any further information provided to the General Partner, the Partnership, their respective Affiliates, agents, and/or to any administrator of the Partnership and the disclosure by any such party to its advisers or other service providers, relevant third-parties (including, without limitation, any Government Authority) and as otherwise as permitted under the Limited Partnership Agreement.

#### 6.5 Data privacy notice

- (a) Personal data must be supplied by a Transferee to the Partnership, its affiliates and delegates in order for an investment in the Partnership to be made and for the investment in the Partnership to continue. Certain personal data must also be supplied to enable the investment to be redeemed. If the required personal data is not provided, the Transferee will not be able to invest or continue to invest in the Partnership, and/or may have its investment redeemed.
- (b) The Partnership has prepared a data privacy notice ("**Privacy Notice**") detailing how the Partnership will collect personal data, where it collects it from, and the purposes for which the personal data is used. This Privacy Notice set out in schedule 3 ("**Privacy Notice**") explains what rights are given to individuals, how long personal data will be retained, who it will be shared with, the purposes of the processing, whether personal data is transferred outside of the Cayman Islands, and relevant contacts. Please also refer to schedule 4 ("**EU Data Protection Laws**") if the Transferee (including beneficial ownership) is based in the European Union.
- (c) The Transferee acknowledges receipt of the Partnership's Privacy Notice and agrees to promptly provide the Privacy Notice (or any updated version thereof as may be provided from time to time) to each individual (such as any individual directors, shareholders, beneficial owners, authorised signatories, trustees or others) whose personal data the Transferee provides to the Partnership or any of its affiliate or delegates.
- (d) The Transferee represents and warrants that all personal data provided to the Partnership, its Affiliates and delegates by or on behalf of the Transferee is provided in accordance with applicable laws, regulations and Sanctions, including, without limitation, those relating to privacy or the use of personal data.

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## 7 Release and indemnity

### 7.1 Release of General Partner

- (a) Upon Completion, the Transferor (but not the Transferee) releases and discharges the Partnership, the General Partner, the Adviser, any administrator of the Partnership, their Affiliates, their respective directors, officers, employees and agents from any and all claims, losses, damages, demands, suits, causes of action, liabilities, obligations, judgments, orders, debts, liens and causes of action of every kind and nature, whether known or unknown, suspected or unsuspected, concealed or hidden, vested or contingent, in law or equity, existing by statute, common law, contract or otherwise, which may exist or do exist before or after Completion, arising from or relating in any way to:
- (i) the Transferred Interests; and
  - (ii) the Transferor Subscription Agreement, the Limited Partnership Agreement (as such agreement relates to the Transferor and the Transferred Interest) and any other arrangements or agreements in connection with the Transferred Interests, and the transactions contemplated thereby.
- (b) Without limiting clause 7.1(a) ("**Release of General Partner**"), upon Completion, each of the Transferor and the Transferee releases and discharges the Partnership, the General Partner, the Adviser, any administrator of the Partnership, their Affiliates, their respective directors, officers, employees and agents from any and all claims, losses, damages, demands, suits, causes of action, liabilities, obligations, judgments, orders, debts, liens and causes of action of every kind and nature, whether known or unknown, suspected or unsuspected, concealed or hidden, vested or contingent, in law or equity, existing by statute, common law, contract or otherwise, which have existed, may exist or do exist before or after Completion, arising from or relating in any way to any involvement in the transfer of the Transferred Interests by the General Partner, the Adviser or any of their respective Affiliates, including, to the extent applicable, any involvement that may be characterised as introducing or "matching" the Transferee to the Transferor or facilitating or assisting with the transfer in any other manner.
- (c) Each of the Transferor and Transferee acknowledges and agrees that the General Partner, in giving its consent to the transfer of the Transferred Interests, is acting in its absolute discretion, which means that the General Partner is entitled to consider only such interests and factors as it desires, including its own interests, and will have no duty or obligation, fiduciary or otherwise, to give any consideration to any interest of or factors affecting the Transferor or the Transferee.

### 7.2 Indemnification

- (a) To the fullest extent permitted by law, the Transferor agrees to indemnify and hold harmless the Transferee from and against any and all costs or expenses (including legal fees and disbursements), claims, damages, demands, losses (including from and against any judgment, settlement, legal fees and other costs or expenses reasonably incurred in connection with the defence of any action or threatened action or proceeding), or liabilities (including liabilities in contract or tort) arising from or relating in any way to:
- (i) any material inaccuracy in or material breach of any representation or warranty of the Transferor contained in this Deed;

- (ii) any failure in any material respects by the Transferor to perform any covenant, agreement or obligation of the Transferor under this Deed; and
  - (iii) any rights, obligations, title and/or interests of the Transferor in and to the Transferred Interests, or the Transferor Subscription Agreement, the Limited Partnership Agreement (as such agreement relates to the Transferor and the Transferred Interest) and any other arrangements or agreements in connection with the Transferred Interests, and the transactions contemplated thereby, which directly impact the value of the Transferred Interest and occurred on or before the Completion Date whilst the Transferor remained the legal and beneficial owner of the Transferred Interest, including, but not limited to:
    - (A) any liabilities in any material respects for taxes, fees or other governmental charges (including any deductions made by the Partnership from distributions to the Transferee or any payment by the Partnership otherwise chargeable to the Transferee relating to withholding tax deductions or other payments of taxes) attributable to the ownership by the Transferor of the Transferred Interests on or prior to the Completion Date or the sale of the Transferred Interests pursuant to this Deed; or
    - (B) any Partnership income tax liabilities in any material respects for any period ending on or prior to the Completion Date.
- (b) To the fullest extent permitted by law, the Transferee agrees to indemnify and hold harmless the Transferor from and against any and all costs or expenses (including legal fees and disbursements), claims, damages, demands, losses (including from and against any judgment, settlement, legal fees and other costs or expenses reasonably incurred in connection with the defence of any action or threatened action or proceeding), or liabilities (including liabilities in contract or tort) arising from or relating in any way to: (i) any material inaccuracy in or material breach of any representation or warranty of the Transferee contained in this Deed, and (ii) any material failure by the Transferee to perform any covenant, agreement or obligation of the Transferor under this Deed.
- (c) To the fullest extent permitted by law, the Transferee agrees to indemnify and hold harmless the Partnership, each Indemnified Person, and each Limited Partner (each, an “**Indemnitee**”) from and against any and all costs or expenses (including legal fees and disbursements), claims, damages, demands, losses (including from and against any judgment, settlement, legal fees and other costs or expenses incurred in connection with the defence of any action or threatened action or proceeding), or liabilities (including liabilities in contract or tort) due to or arising out of those parties being unable to rely on the information provided by the Transferee under or pursuant to this Deed (including the KYC Information), or in connection with a misstatement or omission or breach of any material representation, warranty or agreement of the Transferee contained in this Deed (including any completed Supplement(s) provided by the Transferee (if applicable)) or in any other document provided by the Transferee to the Partnership or in any agreement executed by the Transferee with the General Partner in connection with the transfer of the Transferred Interests; provided that such indemnification does not apply to any losses, claims, damages, liabilities, demands, cost or expense arising out of an Indemnitee's or the Partnership's own fraud, wilful misconduct, bad faith, knowing material violation of applicable securities



laws, or Gross Negligence or reckless disregard of duties; and provided, further, that the maximum aggregate amount that the Transferee shall be liable to indemnify and keep indemnified under this clause 6.2 shall not exceed its Commitment.

- (d) Any Indemnitee not being a party to this Deed may enforce any rights granted to it pursuant to clause 7.2 (“**Indemnification**”) as if it were a party to this Deed. Except as expressly provided in the foregoing, a person who is not a party to this Deed shall not have any rights under the Contracts (Rights of Third Parties) Act (Revised) of the Cayman Islands to enforce any term of this Deed. Notwithstanding any term of this Deed, the consent of or notice to any person who is not a party to this Deed shall not be required for any termination, rescission or agreement to any variation, waiver, assignment, novation, release or settlement under this Deed at any time.

### **7.3 No waiver**

Notwithstanding any provision of this Deed, the Transferee does not waive any rights granted to it under the Limited Partnership Agreement or applicable securities laws.

### **7.4 Recourse**

The Transferee acknowledges and agrees that it only has recourse to the assets of the Partnership in respect of any Claims against the General Partner except where the Claim relates to any material misconduct of the General Partner for which the General Partner is liable under the Limited Partnership Agreement.

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## **8 Representations, warranties and undertakings**

### **8.1 Transferor’s representations and warranties**

The Transferor represents and warrants to each party to this Deed that, as of the Completion Date:

- (a) it is duly established and validly existing and in good standing under the laws of its place of incorporation, and has the power to enter into and perform this Deed and has obtained all necessary consents and authorisations to enable it to do so;
- (b) the entry into and performance of this Deed by it does not constitute a breach of any obligation (including any statutory, contractual or fiduciary obligation), or default under any agreement or undertaking by which it is bound;
- (c) this Deed constitutes valid and binding obligations upon it enforceable in accordance with its terms by appropriate legal remedy;
- (d) this Deed and Completion do not conflict with or result in a breach of or default under any applicable law, any provision of its constitution or any agreement or deed or writ, order or injunction, judgment, law, rule or regulation to which it is a party or is subject or by which it is bound;
- (e) it is the sole legal and beneficial owner of the Transferred Interests which is not subject to any Encumbrances (other than those contained or disclosed in the Limited Partnership Agreement), is free of all claims and subject only to the restrictions in the Limited Partnership Agreement or arising under the Act;
- (f) no person has any right, title or interest in the Transferred Interests other than the Transferor;

- (g) to the best of the knowledge and belief of the Transferor, it has (i) made all required Capital Contributions to the Partnership, and (ii) paid all management fees and other fees and expenses required to be paid by it, in each case under any Transfer Document;
- (h) it has (i) not received any notice from the General Partner or the Partnership that it is required to return any distributions previously paid to it by the Partnership; (ii) not in material default, nor is it aware of any reasonable basis for a claim by the General Partner or the Partnership against it, under the Transfer Documents, the Transferor Subscription Agreement and any other arrangements or agreements in connection with the Transferred Interests, and the transactions contemplated thereby;
- (i) it has complied in all material respects with all of its obligations under the Limited Partnership Agreement and the Transferor Subscription Agreement and is not in material default under any provision thereof;
- (j) in subscribing for or holding the Transferred Interests, it has complied with all applicable laws and other requirements of any person having jurisdiction over it;
- (k) to the best of the knowledge and belief of the Transferor, there is no legal claim or proceeding, arbitration, governmental inquiry or investigation pending or threatened against it regarding the validity of the Transferred Interests or which may adversely affect its title and/or interest in the Transferred Interests or which may adversely affect the validity of, or prevent the completion of, any transaction contemplated by this Deed;
- (l) to the best of the knowledge and belief of the Transferor, there is no action of suit by it pending or threatened against any person or entity arising out of or in connection with the Transferred Interests;
- (m) the Transferor believes that the terms of the sale, assignment and transfer of the Transferred Interests were negotiated on an arm's length basis with the Transferee and the entering into this Deed and the transactions contemplated hereunder are fair and on normal commercial terms that the Transferor could achieve in respect of such transactions;
- (n) in respect of itself, no liquidator, receiver or manager has been appointed and no process has been initiated to dissolve or wind up the Transferor, and the consummation of the transactions contemplated by this Deed will not result in the Transferor's insolvency;
- (o) it is not conducting its business in a manner that creditors have no reasonable prospect of receiving full payment for their debts pursuant to their terms;
- (p) it is not in a dispute for any creditors over any liability claimed to be owed by Transferor and no creditor has made a demand for payment of any kind;
- (q) it is not past due for any debt and is not otherwise in default with respect to any debt;
- (r) there is no "winding-up" petition in Hong Kong or any other jurisdiction made in respect of Transferor and, to the best of the Transferor's knowledge, there is no intention by any party (creditor or otherwise) to make such a filing;

- (s) no voluntary arrangement has been proposed or reached with any of its creditors and it is otherwise able to pay its debts as and when they fall due; and
- (t) the transfer of the Transferred Interests from the Transferor to the Transferee will not be effected on or through an “established securities market” or a “secondary market or the substantial equivalent thereof,” as such terms are used in Section 1.7704-1 of the U.S. Treasury Regulations.

## 8.2 Transferee’s representations and warranties

- (a) The Transferee represents and warrants to each party to this Deed that, as of the Completion Date:
  - (i) it is duly established and validly existing and in good standing under the laws of its place of incorporation, and has the power to enter into and perform this Deed and has obtained all necessary consents and authorisations to enable it to do so;
  - (ii) the entry into and performance of this Deed by it does not constitute a breach of any obligation (including any statutory, contractual or fiduciary obligation), or default under any agreement or undertaking by which it is bound;
  - (iii) this Deed constitutes valid and binding obligations upon it enforceable in accordance with its terms by appropriate legal remedy;
  - (iv) this Deed and Completion do not conflict with or result in a breach of or default under any applicable law, any provision of its constitution or any agreement or deed or writ, order or injunction, judgment, law, rule or regulation to which it is a party or is subject or by which it is bound;
  - (v) no voluntary arrangement has been proposed or reached with any of its creditors and it is otherwise able to pay its debts as and when they fall due;
  - (vi) it has the financial resources to pay the Consideration Amount on the Completion Date; and
  - (vii) the transfer of the Transferred Interests from the Transferor to the Transferee will not be effected on or through an “established securities market” or a “secondary market or the substantial equivalent thereof,” as such terms are used in Section 1.7704-1 of the U.S. Treasury Regulations.
- (b) The Transferee represents and warrants to the General Partner, that each of the statements made in:
  - (i) clause 8 (“**Representations, warranties and undertakings**”) and schedule 2 (“**Transferee’s representations and warranties**”); and
  - (ii) if the Transferee is required by the General Partner to complete any Supplements pursuant to this Deed, the representations and warranties in the Supplements,

is true, correct and complete on the date of this Deed and will remain so up to (and including) the Completion Date and throughout the Term.

- (c) The Transferee:
  - (i) represents and warrants that neither the Transferee, nor any other person (if any) on whose behalf the Transferee is acquiring a beneficial interest in the Partnership, is a US Investor, and the Transferee and each person (if any) on whose behalf it is acquiring a beneficial interest in the Partnership have not been offered, and are not acquiring or purchasing, the Transferred Interests in the United States; and
  - (ii) agrees to notify the General Partner immediately if it or any person (if any) on whose behalf it is acquiring a beneficial interest in the Partnership becomes a US Investor at any time during which it holds or owns any Interests.
- (d) The Transferee represents and warrants that it is:
  - (i) an Eligible Investor; and
  - (ii) of good financial standing and has sufficient financial resources necessary to meet its Commitment.
- (e) The Transferee acknowledges that it is aware and understands that the General Partner is relying on the representations, warranties and acknowledgements of the Transferee contained in this Deed (including any completed Supplement(s)) in determining that the Transferee is an “Eligible Investor”.
- (f) The Transferee agrees to provide all evidence and documentation requested by the General Partner in order for the General Partner to determine to its satisfaction whether or not the Transferee is an Eligible Investor.
- (g) The Transferee agrees to immediately notify the General Partner in writing if at any time between the date of this Deed and the end of the Term any of the representations or warranties in this clause 8 (“**Representations, warranties and undertakings**”), schedule 2 (“**Transferee’s representations and warranties**”), any completed Supplement(s) provided by the Transferee (if applicable) or any other information provided by the Transferee under this Deed or in connection with this Deed (including the KYC Information) ceases to be true and accurate.

### 8.3 Non-petition by prospective creditors

The Transferee agrees that it shall not take any action to present a petition or commence any case, proceeding, proposal or other action under any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganisation, arrangement in the nature of insolvency proceedings, adjustment, winding-up, liquidation, dissolution, composition or analogous relief with respect to the Partnership or the debts of the Partnership unless and until a debt is immediately due and payable by the Partnership to the Transferee.

### 8.4 Voting

The Transferee designates and appoints each director of the General Partner, from time to time with full power of substitution, as its and lawful proxy and attorney-in-fact for the purpose of voting the Interests herein transferred as said proxy may determine on any and all matters which may arise at any meeting of the Limited Partners or any class meeting of the Limited Partners and upon which such Interests could be voted by the Limited Partners present in person at such meeting. This proxy may be revoked by the owner of record of the Interests hereby transferred, either personally or by presentation of a subsequently executed proxy

at any meeting of the Limited Partners, or by written notice to the General Partner, received prior to any such meeting.

## **8.5 Separate warranties**

Each representation and warranty set out in this Deed (including this clause 8 (“**Representations, warranties and undertakings**”), schedule 2 (“**Transferee’s representations and warranties**”) and any completed Supplement(s) provided by the Transferee (if applicable)) is to be treated as a separate representation and warranty. The interpretation of any statement made may not be restricted by reference to or inference from any other statement.

## **8.6 Survival**

- (a) The representations and warranties made by the Transferee in this Deed and/or in connection with the transfer of the Transferred Interests will survive the closing of the transactions contemplated under this Deed and any investigation made by the General Partner.
- (b) The representations and warranties made by the Transferor to the Transferee in this Deed and/or in connection with the transfer of the Transferred Interests will survive five (5) years after the Completion Date, and no Claim shall be brought against the Transferor by the Transferee under this Deed in respect of such representations and warranties except within 6 months after the expiration of the such five (5) year period; provided that the recovery of the Transferee in respect of the Transferor's liability under this clause 8.6(b) shall in all circumstances be capped at **US\$3,515,000**, being the original Consideration Amount prior to any adjustments in accordance with clause 1.3(b) of this Deed.

## **8.7 Transferor’s agreement**

- (a) On or within five (5) Business Days after the date of this Deed, Transferor agrees to provide to the Transferee a certificate of good standing (or equivalent) in respect of the Transferor; and
- (b) Transferor agrees to procure the certificate (with relevant attachments where applicable) in substantially the same form and substance as set out in Schedule 6 be provided by the ParentCo to the Transferee on or prior to the Completion Date.

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# **9 Confidentiality**

## **9.1 Confidential information**

Subject to clause 9.2 (“**Permitted disclosure**”), the Transferee must not, and shall use all reasonable endeavours to procure that every person connected with, and each Affiliate of such Transferee shall not without the prior written consent of the General Partner, use, copy, disclose, reproduce or make public any information which may have come to its knowledge as a result of applying to become or being a Transferee concerning the business and affairs of the Partnership (including, without limitation, the terms of this Deed and information in relation to the Limited Partnership Agreement, the Investments, other Partners (including their identity) and the Partnership (including any financial information of the Partnership) (such information being “**Confidential Information**”).

## **9.2 Permitted disclosure**

- (a) Notwithstanding clause 9.1 (“**Confidential information**”), the Transferee shall be entitled to disclose Confidential Information received by it if any of the following circumstances applies:

- (i) the disclosure is to a person who already knows the information (which can be evidenced from its written records);
- (ii) the General Partner on behalf of the Partnership has consented in writing to the disclosure. The consent may be subject to the condition that the person to whom the disclosure is to be made enter into a separate confidentiality document with the General Partner on behalf of the Partnership;
- (iii) the disclosure is specifically contemplated and permitted by the Limited Partnership Agreement;
- (iv) the disclosure is required to vest the full benefit of the Limited Partnership Agreement in the Transferee or to enforce any of the rights of Transferee pursuant to any legal proceedings;
- (v) the disclosure is required by any law or order of any court or pursuant to any direction, request or requirement (whether or not having the force of law) of any central bank, government, suspicious transaction reporting body or other regulatory or taxation authority (including the Cayman Islands Tax Information Authority, the Cayman Islands Monetary Authority and the Cayman Islands Financial Reporting Authority);
- (vi) the disclosure is required by virtue of the law and regulations that govern a relevant securities exchange on which the securities of the Transferor (or the ParentCo) or the Transferee (or its holding company) are listed or traded;
- (vii) the disclosure is made to a Representative on a need-to-know basis in respect of matters arising under or in connection with the Limited Partnership Agreement, and such Representative is bound by an equivalent obligation of confidentiality in respect of such information and has given an undertaking not to make any further disclosures of such information, and the Transferee shall remain liable for the actions of such recipients; or
- (viii) the disclosure is to Transferee's own investors or potential investors on condition they give a separate confidentiality undertaking in writing in favour of the General Partner on behalf of the Partnership on terms acceptable to the General Partner, acting reasonably.

provided that in the case of clauses 9.2(a)(iv), 9.2(a)(v) and 9.2(a)(vi) ("**Permitted disclosure**") above, such disclosure shall only be allowed after the Transferee has:

- (A) provided the General Partner with reasonable prior notice of any such required disclosure;
- (B) consulted with the General Partner prior to making any disclosure including in respect of the reasons for and content of the required disclosure; and
- (C) taken all reasonable steps (being steps permitted by law) requested by the General Partner to prevent the disclosure of Confidential Information (including, for the avoidance of doubt, the return of any Confidential Information held by the Transferee and its Affiliates to the General Partner),

provided in each case that such action (x) is not prohibited by applicable law, regulation or order and (y) is reasonably practicable if such disclosure must be made within a time period under applicable law, regulation or order; provided further that the Transferee must use commercially reasonable efforts to provide the General Partner with prompt notice of any such required disclosure under all circumstances.

- (b) If a Transferee discloses any information in accordance with this clause 9.2 (“**Permitted disclosure**”) concerning the valuation of such Transferee’s Interest or any performance data regarding the Partnership, it will include in such disclosure a statement to the effect that such data does not necessarily reflect the current or expected future performance of the Partnership and should not be used to compare returns of the Partnership against returns of other funds, and that disclosure has not in any way been sanctioned by the General Partner.

### 9.3 Refusal to supply information

- (a) Notwithstanding the provisions in the Limited Partnership Agreement, any other provision of this Deed or any other rule of law, the General Partner shall have the right not to provide the Transferee with any information that the Transferee would otherwise be entitled to receive or to have access to, pursuant to this Deed or otherwise, if:
  - (i) the Partnership, the General Partner, or any of its Affiliates is required by law or by agreement with a third party to keep such information confidential;
  - (ii) the General Partner in good faith believes that the disclosure of such information to the Transferee is not in the best interest of the Partnership or could damage the Partnership or any of its Portfolio Companies, or its business (which may include a determination by the General Partner that the Transferee is disclosing or may disclose such information and that such disclosure or potential disclosure by the Transferee is not in the best interest of the Partnership or could damage the Partnership or any of its Portfolio Companies or its business); or

the General Partner in good faith determines that it is reasonably foreseeable that such information could be disclosed by the Transferee as a consequence of the Partner being subject to laws in the nature of freedom of information acts or as a result of it being subject to public disclosure laws, statutes, statutory instruments, regulations or policies and the disclosure of such information would not be in the best interests of the Partnership, General Partner, any of its Affiliates, any Portfolio Companies, or parallel investment entities.

- (b) In the event that the General Partner does choose not to provide any Limited Partner with any information in accordance with clause 9.3(a) (“**Refusal to supply information**”), the General Partner may instead decide, but shall not be obliged, to make such information available for inspection at the offices of the General Partner (or such other place as the General Partner may decide) or to make it available on a “read-only” basis on such website as the General Partner may determine.

### 9.4 Transferor’s obligation of confidence

Notwithstanding anything to the contrary herein, the confidentiality provisions set forth in the Limited Partnership Agreement shall survive the execution and delivery of this Deed and shall continue to apply to all information provided (or that may be

provided in the future) to the Transferor pursuant to this Deed, the Limited Partnership Agreement and the Transferor Subscription Agreement.

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## 10 Method of distributions

Distributions to the Transferee in respect of its Interests will be transferred or deposited into the Transferee's bank account, the details of which are specified in writing by the Transferee to the General Partner.

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## 11 Notices

(a) Notwithstanding clause 26.1 ("**Method of giving notices**") of the Limited Partnership Agreement, unless expressly provided otherwise, any notice or other communication given under this Deed must be in writing, in English and signed in manuscript by or on behalf of the person giving it and may be served by one of the following methods:

- (i) personal delivery;
- (ii) overnight courier service;
- (iii) if the party has an address in the Cayman Islands, by posting it by prepaid post to the postal address of that party;
- (iv) if the party has an address outside the Cayman Islands, by posting it by prepaid post to the postal address of that party ; or
- (v) email,

in each case to the address, number or the email address (as appropriate) and for the attention of the person set out in the Details, or to such other address or number or for the attention of such other person as may have been notified in accordance with this clause 11 ("**Notices**").

(b) Notwithstanding clause 26.1 ("Method of giving notices") of the Limited Partnership Agreement, subject to clause 11(c) ("**Notices**"), any notice or other communication served in accordance with clause 11(a) ("**Notices**") shall be deemed to have been received:

- (i) if delivered personally, at the time of delivery;
- (ii) if by overnight courier service, on the Business Day following the date of confirmation of delivery;
- (iii) if posted by prepaid post to the address of the party in the Cayman Islands, at 9.30 a.m. on the 2<sup>nd</sup> clear day in the place of receipt after the date of posting;
- (iv) if posted by prepaid post to the postal address of the party outside the Cayman Islands, at 9.30 a.m. on the 5th clear day in the place of receipt after the date of posting; or
- (v) if delivered by email:
  - (A) when the sender receives an automated message confirming delivery; or
  - (B) 24 hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered,



whichever happens first,

- (c) If, under the provisions of clause 11(b) ("**Notices**"), a notice or other communication would be deemed to have been received outside normal business hours, being 9.30 a.m. to 5.30 p.m. local time of the place of receipt on any day which is not a Saturday, Sunday or public holiday in the place of receipt it shall instead be deemed to have been received at the recommencement of such normal business hours in the place of the receipt.
- (d) In proving receipt of any notice or other communication served in accordance with clause 11(a) ("**Notices**"), it shall be sufficient to show that the envelope containing the notice or other communication was properly addressed and either delivered to the relevant address by hand or posted as a first class, registered, recorded delivery or registered airmail letter. Sections 8 and 19(3) of the Electronic Transactions Law (2003 Revision) of the Cayman Islands shall not apply in respect of this Deed.

## 11.2 When effective

In proving such service it is sufficient to prove that the envelope containing such notice was addressed to the address of the General Partner set out in the Details or addressed to the address of the Transferee as set out in the Details, the Register, or as otherwise notified by the Transferee, and delivered either to that address or into the custody of the postal authorities as a pre-paid recorded delivery, registered post or airmail letter, or that the notice was transmitted by email to the email address, of the Transferee set out in the Details or in the Register (or as otherwise notified by the Transferee).

## 11.3 Exclusion

For the avoidance of doubt, in this Deed, sections 8 and 17 of the Electronic Transactions Act of the Cayman Islands (as amended) do not apply.

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## 12 Miscellaneous

### 12.1 Further general assurances

Without prejudice to clause 6 ("**Information and further assurances**"), each of the parties shall from time to time, now or at any time in the future, do or procure the doing of all such acts and/or execute or procure the execution of such documents in a form satisfactory to the other party as the other party may reasonably consider necessary for giving full effect to this Deed and securing to such other party the full benefit of the rights, powers and remedies.

### 12.2 Costs

- (a) The Transferee agrees to pay the Counsel's expenses and any related out-of-pocket costs and expenses in connection with the negotiation, preparation, execution and completion of this Deed and of other related documentation.
- (b) The Transferee agrees to pay all the reasonable and pre-agreed fees and expenses (including attorney's fees, costs and expenses incurred in connection with any due diligence on the Partnership and/or the Investments conducted by or on behalf of the Transferee and any taxes) incurred by or on behalf of the Partnership or General Partner in connection with the transfer of the Transferred Interests within 10 Business Days after receipt of an invoice from the General Partner.
- (c) Without limiting any other right the Partnership and the General Partner may have under the terms of the Limited Partnership Agreement or elsewhere to enforce any obligation to pay any expenses in connection

with the transfer contemplated by this Deed, the Partnership and the General Partner may withhold from future distributions in respect of the Transferred Interests, such sum as is equal to any outstanding invoice issued in respect any such expenses in connection with the transactions contemplated by this Deed.

### **12.3 Severance**

- (a) If any provision of this Deed is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of this Deed which will remain in full force and effect.
- (b) If any provision of this Deed is found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, then the provision in question will apply with such modification(s) as may be necessary to make it valid.
- (c) If any provision of this Deed is found to be invalid or unenforceable and clauses 12.3(a) and 12.3(b) (“**Severance**”) do not apply, the parties agree to attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision which achieves to the greatest extent possible the same effect as would have been achieved by the invalid or unenforceable provision. The obligations of the parties under any invalid or unenforceable provision of this Deed will be suspended while an attempt at such substitution is made.

### **12.4 Waiver and remedies**

- (a) The failure to exercise or delay in exercising a right or remedy provided by this Deed or by law does not constitute a waiver or the right or remedy or a waiver of other rights or remedies.
- (b) A waiver of a breach of any of the terms of this Deed or of a default under this Deed does not constitute a waiver of any other breach or default and will not affect the other terms of this Deed.
- (c) The rights and remedies provided by this Deed are cumulative and (subject as otherwise provided in this Deed) are not exclusive of any rights or remedies provided by law.

### **12.5 Successors**

This Deed will enure to and be binding upon all of the parties, their successors and assigns, custodians, estates, heirs and personal representatives.

### **12.6 Entire agreement**

This Deed and the documents referred to in it constitute the entire agreement and understanding of the parties and supersede any previous agreement between the parties relating to the subject matter of this Deed.

### **12.7 No assignment**

This Deed is not assignable by the Transferee without the written consent of the General Partner.

### **12.8 Counterparts**

This Deed may be executed in any number of counterparts, each of which, when executed and delivered, is an original, and all the counterparts together will constitute one and the same instrument. A copy or facsimile of a signature shall be effective the same as an original ink signature.

## 12.9 Third party rights

- (a) Except as set out in clause 7.2 (“**Indemnification**”) or otherwise required by applicable law, this Deed is intended solely for the benefit of the parties and to the fullest extent permitted by applicable law, does not confer any benefit upon, or creates any rights in favour of, any creditor of the Partnership (and no such creditor will be a third party beneficiary of this Deed) or any other Person other than the parties.
- (b) For the purposes of the Contracts (Rights of Third Parties) Act (Revised) of the Cayman Islands, notwithstanding any terms of this Deed, the consent of, or notice to, any person who is not a party to this Deed shall not be required for any termination, rescission or agreement to any variation, assignment, novation, release or settlement under this Deed at any time.

## 12.10 Side Letter

- (a) The parties acknowledge that the Transferee and the General Partner may enter into a side letter on or around the date of this Deed to further document their agreements in relation to the transactions contemplated by this Deed (the “**Side Letter**”).
- (b) As between the Transferee and the General Partner only, to the extent there may be any conflict or inconsistency between any provisions of this Deed and the Side Letter, the terms of the Side Letter shall prevail and govern the relative rights and obligations of the Transferee and the General Partner (and shall not have any adverse impact on the Transferor).

## 12.11 Side Agreement

- (a) The parties acknowledge that the Transferee and the Transferor may enter into a side agreement on or around the date of this Deed to further document their agreements in relation to the transactions contemplated by this Deed (the “**Side Agreement**”).
- (b) As between the Transferee and the Transferor only, to the extent there may be any conflict or inconsistency between any provisions of this Deed and the Side Agreement, the terms of the Side Agreement shall prevail and govern the relative rights and obligations of the Transferee and the Transferor (and shall not have any adverse impact on the General Partner).

## 12.12 Inconsistency

Unless otherwise specified in this Deed (including clauses 12.10 (“**Side Letter**”) and 12.11 (“**Side Agreement**”)), if there is any conflict between this Deed and the Limited Partnership Agreement, the Limited Partnership Agreement prevails to the extent of the inconsistency.

## 12.13 Termination

If this Deed is terminated, subject to any other provisions in the Deed, clause 9 (“**Confidentiality**”) and clauses 11 (“**Notices**”) to 14 (“**Interpretation**”) survive termination.

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# 13 Governing law and jurisdiction

## 13.1 Governing law

Subject to clause 13.2(d) (“**Resolution of disputes and arbitration**”), this Deed is governed by, and construed in accordance with, the laws of the Cayman Islands.

## 13.2 Resolution of disputes and arbitration

Each party irrevocably agrees that this Deed will be governed by procedures other than litigation for settling all claims and disputes (a “**Dispute**”), under the following method:

- (a) If any Dispute arises out of or in connection with this Deed or the performance, breach, termination or invalidity thereof, either party will be entitled to serve a notice of dispute (a “**Dispute Notice**”) upon the other party. The parties agree, following service of a Dispute Notice, to use their reasonable endeavours to negotiate in good faith to settle such Dispute.
- (b) If the parties have not settled any such Dispute within fifteen (15) Business Days of service of a Dispute Notice, then any dispute, controversy, difference or claim arising out of or relating to this contract, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it must be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre (“**HKIAC**”) under the UNCITRAL Arbitration Rules in force when the Notice of Arbitration is submitted, as modified by the HKIAC Procedures for the Administration of Arbitration under the UNCITRAL Arbitration Rules. The place of arbitration will be Hong Kong. There will be three arbitrators. All submissions and awards in relation to the arbitration will be made, and all arbitration proceeds will be conducted, in English. This clause 13.2(b) regarding arbitration does not prevent any party from pursuing equitable or injunctive relief in a judicial forum to compel another party to comply with this provision, to preserve the status quo prior to the invocation of arbitration under this clause 13.2(b), or to prevent or halt actions that may result in irreparable harm. A request for such equitable or injunctive relief does not waive this arbitration provision.
- (c) Any award given by an arbitral tribunal will be final and binding. By agreeing to arbitration, the parties waive irrevocably their right to any form of appeal, review or recourse to any court or other judicial authority, insofar as such waiver may validly be made and insofar as any award in such arbitration may not be refused enforcement.
- (d) The arbitrators are to interpret all controversies and claims arising under or relating to this Deed in accordance with the laws of the Cayman Islands, without regard to its conflict of laws principles, save that the laws of Hong Kong shall govern this arbitration clause.
- (e) The arbitrators have no authority to amend this Deed or any other contractual provision in the course of the arbitration.

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## 14 Interpretation

### 14.1 Definitions

In this Deed, terms defined in the Limited Partnership Agreement have the same meaning and these meanings apply unless the contrary intention appears:

**Act** means the Exempted Limited Partnership Act of the Cayman Islands, as amended, modified or re-enacted from time to time.

**Business Day** means a day (not being a Saturday or Sunday or any gazetted public holiday in Hong Kong or Cayman Islands or any day on which a tropical cyclone warning signal no. 8 or above or a black rainstorm warning signal is hoisted in Hong Kong at any time between 9:00 a.m. and 5:00 p.m.) when banks generally are open in Hong Kong and Cayman Islands for the transaction of general banking business.

**Claim** means any allegation, debt, cause of action, liability, claim, proceeding, suit or demand of any nature howsoever arising and whether present or future, fixed or unascertained, actual or contingent whether at law, in equity, under statute or otherwise.

**Code** means the U.S. Internal Revenue Code of 1986, as may be amended from time to time.

**Completion** has the meaning given in clause 1.4.

**Commitment** means the amount of capital that the Transferee has committed to contribute to the Partnership as specified in the Details which amount may be drawn from time to time by the General Partner in accordance with the Limited Partnership Agreement.

**Completion Date** means the 5<sup>th</sup> Business Day after all Conditions have been satisfied or a date as agreed among the parties from time to time.

**Conditions** has the meaning given in clause 12.10.

**Confidential Information** has the meaning given in clause 9 (“**Confidentiality**”).

**CRS** means the OECD Standard for Automatic Exchange of Financial Account Information in Tax Matters – the Common Reporting Standard and any associated guidance.

**Consideration Amount** initially means **US\$3,515,000**, subject to adjustment pursuant to clause 1.3(b).

**Counsel** means Ogier, the legal counsel of the Transferor and the Transferee for the transaction contemplated under this Deed.

**Deed** means this deed as amended, supplemented or restated from time to time.

**Details** means the section of this Deed headed “Details”.

**Dispute** has the meaning given in clause 13.2 (“**Resolution of disputes and arbitration**”).

**Dispute Notice** has the meaning given in clause 13.2(a) (“**Resolution of disputes and arbitration**”).

**Eligible Investor** means a person who meets the wholesale investor requirements set out in schedule 1 (“**Eligible Investor requirements and exclusions**”).

**Encumbrance** means any mortgage, lien, charge, pledge, assignment by way of security, security interest, retention, preferential right or trust arrangement, claim, covenant, profit a prendre, easement or any other security arrangement or any other arrangement having the same effect.

**FATCA** means (i) Sections 1471 through 1474 of the Code and any associated legislation, regulations or guidance, and any other similar legislation, regulations or guidance enacted in any other jurisdiction which seeks to implement similar financial account information reporting and/or withholding tax regimes, (ii) the CRS, (iii) any intergovernmental agreement, treaty, regulation, guidance, standard or other agreement between the Cayman Islands (or any Cayman Islands government body) and any other jurisdiction (including any government bodies in such jurisdiction) entered into in order to comply with, facilitate, supplement or implement the legislation, regulations, guidance or standards described in subparagraphs (i) and (ii), and (iv) any legislation, regulations or guidance in the

Cayman Islands that give effect to the matters outlined in the preceding subparagraphs.

**HKEX** means The Stock Exchange of Hong Kong Limited.

**HKIAC** has the meaning given in clause 13.2(b) (“**Resolution of disputes and arbitration**”).

**Illegal Activities** includes money laundering activities and any activity deemed illegal under applicable laws or regulations or otherwise prohibited under any international convention or deed.

**Indemnitee** has the meaning given in clause 7.2(a) (“**Indemnification**”).

**Investor’s Jurisdiction** has the meaning set out in paragraph 4(a) of schedule 2 (“**Transferee’s representations and warranties**”).

**Interest** means a limited partnership interest in the Partnership held by a Limited Partner.

**KYC Information** means the information provided by the Transferee to the General Partner, their advisers or any administrator of the Partnership in connection with the transfer of the Transferred Interests.

**Limited Partnership Agreement** means the exempted limited partnership agreement in respect of the Partnership as may be amended, supplemented or restated from time to time and under which the Transferee is bound as a Limited Partner.

**Long Stop Date** means 31 December 2024.

**ParentCo** means Eminence Enterprise Limited, an exempted company incorporated in Bermuda, whose shares are listed on the main board of HKEX (stock code: 616).

**Partnership** has the meaning given in recital A.

**PPM** means the private placement memorandum relating to the placement of Commitments, as amended and supplemented from time to time.

**Sanction Event** means any event or circumstance where any of the Sanction Subject Party has become, becomes or is threatened to become subject to any Sanction or was, is or becomes named or identified under the Hong Kong Sanctions, or is likely to become subject to such Sanctions or named or identified under the Hong Kong Sanctions.

**Sanction Subject Party** means any of the Limited Partners and/or their respective Affiliates or any of their respective directors, employees, officers, joint venturers, partners, managers, members, agents or representatives and, to the best knowledge of such Limited Partner, any person conducting transactions, business and/or activities therewith.

**Second Deed** means the deed of assignment and assumption of interests in Templewater I, L.P. entered into by the Transferor and Ulisse Holdings Limited as at the date hereof and in accordance with the provisions described in Recital (E) hereto.

**Securities Act** means the US Securities Act of 1933, as amended.

**Side Agreement** has the meaning given in clause 12.11 (“**Side Agreement**”).

**Side Letter** has the meaning given in clause 12.10 (“**Side Letter**”).

**Supplement** means any supplement(s) to this Deed (including the Bad Actor Disqualification Questionnaire (if applicable)), that the General Partner may request the Transferee to provide from time to time pursuant to this Deed.

**Transfer Documents** means this Deed, the Limited Partnership Agreement and any other documents or deeds required to be entered into and delivered by the Transferee in connection with the transfer of the Transferred Interests to the Transferee.

**Transferor Designated Account** means the following bank account:

|               |   |
|---------------|---|
| Bank Name:    | HANG SENG BANK LIMITED                            |
| Address:      | 83, DES VOEUX ROAD CENTRAL, CENTRAL,<br>HONG KONG |
| Account Name: | EMINENCE ENTERPRISE LIMITED                       |
| Account No:   | 773-332713-001                                    |
| Bank code:    | 024   |
| Branch Code:  | 773   |
| Address:      | 83, DES VOEUX ROAD CENTRAL, CENTRAL,<br>HONG KONG |
| Swift Code:   | HASEHKHH  |

**Transferor Subscription Agreement** has the meaning given in recital B.

**Transferred Interests** has the meaning given in recital C.

**US Investor** means a U.S. Person as defined in the Regulation S of the Securities Act and Section 7701(a)(30) of the Code, as the context requires.

## 14.2 General interpretation

In this Deed:

- (a) any reference to a “Recital”, “clause”, “Schedule” or “Annexure” is to the relevant recital, clause, schedule or annexure of or to this Deed and any reference to a sub-clause or paragraph is to the relevant sub-clause or paragraph of the clause or schedule respectively in which it appears. The Recitals, Schedules and Annexures form part of this Deed and have effect as if set out in full in the body of this Deed and any reference to this Deed includes the Recitals, Schedules and Annexures;
- (b) the clause and paragraph headings are included for convenience only and do not affect the interpretation of this Deed;
- (c) the singular includes the plural and *vice versa*;
- (d) any gender includes the other genders;
- (e) a reference to a Person includes a reference to the Person’s executors, administrators, successors, substitutes (including persons taking by novation);
- (f) references to a time of the day are to be construed as references to time in Cayman Islands. (as applicable) unless otherwise stated;

- (g) “written” and “in writing” include all modes of representing or reproducing words in visible form, including in the form of an electronic record;
- (h) any phrase introduced by the terms “including”, “include”, “in particular” or any similar expression is to be construed as illustrative and does not limit the sense of the words preceding those terms;
- (i) references to any statute, law, regulation, sanction, contract, rule, document, deed or instrument are to be construed as references to such statute, law, regulation, sanction, contract, rule, document, deed or instrument as is in force for the time being and as amended, varied, supplemented, substituted or novated from time to time; and
- (j) references to US\$ is a reference to the lawful currency of the United States of America.

**EXECUTED AND DELIVERED** as a deed.



# Deed of Assignment and Assumption of Interests in Templewater I, L.P.

## Schedule 1 - Eligible Investor requirements and exclusions

The Transferee must be an Eligible Investor.

**Eligible Investor** means a person, including any corporation, multi and bilateral institution, an individual, charitable, educational or non-profit organisation or other entities, who, in the sole opinion of the General Partner, is reputable and of good standing except the following:

- (a) any person whose acquisition of Interests would cause a breach of the law or requirements of any country or governmental authority, including anti-money laundering and counter-terrorist financing regulations or conventions;
- (b) any person set out in sub-clause 27.23(a) ("**Sanctions**") of the Limited Partnership Agreement;
- (c) any person who acts, directly or indirectly, for a senior foreign political figure, any member of a senior foreign political figure's immediate family or any close associate of a senior foreign political figure unless the General Partner for the Partnership, after being specifically notified by the subscriber in writing that it is such a person, conducts further due diligence, and determines that the investment is permitted;
- (d) any person or any entity acting as trustee, agent, representative or nominee for a subscriber that is a foreign shell bank;
- (e) any person who makes representations in this Deed or the Transferor Subscription Agreement that are not true or correct when given or have ceased to be true or correct;
- (f) any person whose circumstances are such that, in the opinion of General Partner, its continued ownership of Interests would cause an undue risk of adverse tax or other consequences to the Partnership or another Partner. Those circumstances include those that affect that subscriber directly or indirectly, whether taken alone or in conjunction with another person or persons, connected or not, or any other circumstance that appears to the General Partner to be relevant; and
- (g) any person who is a U.S. person (as defined in Regulation S under the United States Securities Act of 1933, as amended (the **Securities Act**)).

All persons who do not fall into any of the above categories are **Eligible Investors**, provided: (A) that the above criteria may be amended from time to time at the General Partner's discretion; and (B) with regard only to sub-clause (c) above, the General Partner may, so long as it complies with Cayman Islands' Anti-Money Laundering Regulations (Revised), any Sanctions and other laws, regulations and guidelines that may be applicable, and on the consent of the Administrator, designate certain persons on a case-by-case basis to be Eligible Investors. The Transferee is required to fulfil satisfactory KYC requirements set out in the Transferor Subscription Agreement or as be required by the Administrators or the General Partner.

# Deed of Assignment and Assumption of Interests in Templewater I, L.P.

## Schedule 2 - Transferee's representations and warranties

The Transferee represents and warrants that:

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### 1 Authority

- (a) If the Transferee is a company, it is duly established and validly existing and in good standing under the laws of its place of incorporation.
- (b) It has the requisite power and authority under its constitutional documents to enter into, execute, deliver and perform its obligations under the Transfer Documents.
- (c) The execution and delivery of the Transfer Documents and the performance of its obligations under such documents have been duly authorised by all necessary action on its part (whether under its constitutional documents or otherwise).
- (d) The Transfer Documents have been (or will be when executed and delivered) duly executed and delivered by it.
- (e) The obligations assumed by the Transferee under the Transfer Documents are (or will be upon execution and delivery) legal, valid and binding obligations, which will be enforceable against the Transferee in accordance with the terms of such documents.
- (f) The execution and delivery of the Transfer Documents and the performance by it of its obligations under, and compliance by it with the provisions of, and the consummation of the transactions contemplated by, the Transfer Documents will not result in:
  - (i) any breach or violation by it of any provision of its constitutional documents, any documentation, law or regulation or Sanction to which it is subject;
  - (ii) any breach by it of, or constitute a default by it under, any instrument or agreement to which it is a party or by which it is bound; or
  - (iii) any breach or violation by it of any permit, franchise, judgment, decree, statute, rule or regulation applicable to it or its properties.
- (g) If the Transferee is investing by way of a trust:
  - (i) it is the only trustee of that trust;
  - (ii) no action has been taken or proposed to remove it as trustee of that trust;

- (iii) it has the power under the trust deed or constitution of that trust to enter into and comply with its obligations under the Transfer Documents;
  - (iv) it has a right to be fully indemnified out of the assets of the trust in respect of its obligations under the Transfer Documents and the assets of the trust are sufficient to satisfy that right of indemnity and all other obligations in respect of which the Transferee has a right to be indemnified out of the assets of that trust;
  - (v) it is not in breach under the trust deed or constitution of that trust; and
  - (vi) no action has been taken or proposed to terminate that trust.
- (h) If a custodian or nominee executes this Deed on behalf of another person, then:
- (i) it has all relevant power and authority under its appointing documents to enter into and comply with its obligations under the Transfer Documents on behalf of the other person;
  - (ii) it is duly authorised and qualified to give the representations and warranties set out in this Deed on behalf of each of the beneficial owners; and
  - (iii) it (and not the beneficial owner(s)) will be treated as the holder of any Interest(s) granted in respect of this Deed and will be the Limited Partner for all purposes under the Limited Partnership Agreement and will be registered as the Limited Partner in the Partnership under applicable law.
- (i) If the Transferee will hold any Interests to which it may become entitled pursuant to this Deed as nominee, agent or trustee for other person(s) or entity(ies) it will immediately notify the Administrator and the General Partner in writing separately of that fact.

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## 2 Financial risk and Partnership documents

- (a) The Transferee:
- (i) has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of an investment in the Transferred Interests, is able to bear the risks of an investment in the Transferred Interests and understands the risks of, and other considerations relating to, a purchase of Interests, including the matters set forth in Schedule 1 of the Transferor Subscription Agreement titled "Risk and Regulatory Disclosures" and the matters set forth in the section titled "Risk Factors" in the PPM;
  - (ii) has the financial ability to bear the economic risk of its investment, has adequate means for providing for its current needs and possible contingencies and has no need for liquidity with respect to its Commitment;
  - (iii) has completed its evaluation prior to execution of this Deed and has consulted to the extent deemed appropriate with its own advisers as to the financial, tax, legal, accounting, regulatory and related matters concerning an investment in the Transferred

Interests and it is not relying on any financial, tax, legal, accounting or regulatory advice provided by the General Partner, the Adviser, any administrator of the Partnership, or any of their Affiliates; and

- (iv) on that basis, understands the financial, tax, legal, accounting, regulatory and related consequences and believes that it is able to bear the economic risk of such investment and believes that an investment in the Transferred Interests is suitable and appropriate.
- (b) The Transferee understands that neither the General Partner, the Adviser, any administrator of the Partnership, nor any of their Affiliates guarantees the repayment of capital or the performance of the Partnership or the Investments or makes any representation concerning any of those matters.
- (c) The Transferee has received and carefully reviewed the PPM relating to the Partnership (as amended or supplemented from time to time) and the Limited Partnership Agreement.
- (d) The Transferee has received and carefully reviewed all other such information concerning the Partnership as it has deemed necessary to enable it to make an informed decision concerning its purchase of Interests and it has had full opportunity to ask questions of and receive answers from the General Partner, the Adviser or any person or persons acting on their behalf concerning the terms and conditions of its subscription and it has obtained to its full satisfaction, all additional information or materials requested by it relating to the Partnership, the offering of Interests and to verify the accuracy of all information in connection with the offering of the Transferred Interests and the accuracy of any representations or information set forth in the Transferor Subscription Agreement and the PPM.
- (e) The Transferee is aware that an investment in the Partnership involves substantial risks and understands the risks of, and other considerations relating to, the purchase of Interests, including the risks set out in Schedule 1 of the Transferor Subscription Agreement titled "Risk and Regulatory Disclosures" and the risks section of the PPM. It has determined that its Commitment is a suitable investment for it and that it could bear a complete loss of its investment herein.
- (f) The Transferee is not investing with a view to realising any benefits under any tax laws, and no representations have been made to the Transferee that any such benefits will be available as a result of the Transferee's investment.
- (g) The Transferee understands and agrees further that the Transferred Interests must be held indefinitely unless they are subsequently registered under the Securities Act and any other applicable securities laws or an exemption from registration under the Securities Act and these laws covering the sale of Interests is available. Even if such an exemption is available, the assignability and transferability of the Transferred Interests will be governed by the Limited Partnership Agreement, which imposes substantial restrictions on transfer. The Transferee understands that legends stating that the Transferred Interests have not been registered under the Securities Act and any other applicable securities laws and setting out or referring to the restrictions on the transferability and resale of the Transferred Interests will be placed on all documents evidencing the Transferred Interests.

- (h) In making its decision to purchase the Transferred Interests, the Transferee:
- (i) has relied on its own investigation of the Partnership and understands that no representation or warranty is being made or given by or on behalf of the Partnership, the General Partner, the Adviser, any administrator of the Partnership, or their respective Affiliates (except as expressly provided in this Deed or the Limited Partnership Agreement);
  - (ii) is not relying upon any other information, representation or warranty by the Partnership, the General Partner, the Adviser, any administrator of the Partnership, or their respective Affiliates; and
  - (iii) was not offered the opportunity to invest in the Partnership by means of any form of general solicitation or advertising, including, without limitation, any advertisement, article, notice or other communication published in any newspaper, magazine, website or similar media or broadcast over television or radio, and any seminars or meetings whose attendees have been invited by any general solicitation or advertising.
- (i) The Transferee is aware and understands that no Government Authority in the Cayman Islands, the United States or any other jurisdiction has reviewed or approved, endorsed or passed upon the Transferred Interests or made any finding or determination as to the fairness of an investment in the Transferred Interests, the terms of subscription or the adequacy of any disclosure made to the Transferee.
- (j) The Transferee has complied with all selling restrictions set out in the Transferor Subscription Agreement and the PPM and has not passed on or received the Transferor Subscription Agreement, the PPM and/or this Deed in contravention of those selling restrictions or otherwise in non-compliance with relevant securities or other laws.
- (k) The Transferee acknowledge that the Transferee may not voluntary withdraw, assign or transfer any of its rights or obligations with respect to its Interests except as expressly provided in the Limited Partnership Agreement and accordingly, may be required to hold its Interests until the expiry of the term of the Partnership. Consequently, it acknowledges and it is aware that it may have to bear the economic risk of investment in the Partnership until such time as the Partnership is terminated in accordance with the Limited Partnership Agreement.
- (l) Subject to clause 8 (“Confidentiality”), in connection with any required disclosure of information by the Transferee concerning the valuation of its Interest in the Partnership or any performance data regarding the Partnership (including any intermediate holding vehicles (which shall, in any event, only be made in accordance with the Limited Partnership Agreement)), the Transferee will, if it reasonably determines in good faith that it is appropriate in the circumstances, provide a disclaimer or note to the effect that (x) such data does not necessarily reflect the current or any expected future performance of the Partnership (y) should not be used to compare returns of the Partnership against returns of other private funds and/or (z) has not in any way been sanctioned by the General Partner.
- (m) The Transferee warrants, accepts, gives consent and agrees that the General Partner, acting on behalf of the Partnership, has the express authority to repurchase all or a portion of the Transferee’s Interests in the

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### 3 Information

All information (including the KYC Information) which it has provided to the General Partner either contained in this Deed or provided pursuant to or in connection with this Deed is true, accurate and complete and may be relied upon, and if there should be any material change in such information prior to its subscription being accepted, it will promptly upon becoming aware provide the General Partner with notice of such change.

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### 4 Place of business and selling restrictions

- (a) The address provided by the Transferee to the General Partner as the Transferee's address for notices under this Deed and the Limited Partnership Agreement is the Transferee's principal place of business and the only jurisdiction ("**Investor's Jurisdiction**") in which an offer and issue of Interests was made to the Transferee.
- (b) The Transferee is an investor to whom the offer of Interests may be lawfully made on the terms and conditions of this Deed in the Investor's Jurisdiction without any requirement by the Partnership to produce a disclosure document under the applicable securities laws of that place and the purchase of Interests without such disclosure document does and will not contravene any such laws.
- (c) The Transferee will not offer to sell or transfer any Interests it holds where the transfer would be in breach of the securities law of any relevant jurisdiction or the selling restrictions set out in the PPM and the sections headed "Certain regulatory disclosures in relation to Hong Kong" and "Restrictions on distribution" of the Transferor Subscription Agreement.
- (d) Subject to paragraph 4(e) of this schedule 2, the Transferee will only sell or otherwise dispose of any Interests, if the offer and sale of such Interests is made to a purchaser outside the United States to a non-US person (as defined in Regulation S under the Securities Act in accordance with Regulation S).
- (e) If a transfer of Interests is permitted to a purchaser in the United States, it will obtain from any person in the United States to whom Interests are sold or otherwise transferred, prior to any such transfer, an investor representation letter indicating that such transferee is an Accredited Investor and a Qualified Purchaser and will only resell the Transferred Interests in accordance with the Transfer Documents.
- (f) The Transferee understands and agrees that:
  - (i) it will not be permitted to assign or transfer any of its interests, rights or obligations with respect to its Interests (or any portion thereof) except in accordance with the Transfer Documents, which impose substantial restrictions on transfer;
  - (ii) to the maximum extent permitted by law, the General Partner reserves the right to refuse to record any transfer of Interests that are sold or otherwise transferred in a manner other than as set forth in the Transfer Documents or that would otherwise cause the Partnership to be required to register as an investment company under the Investment Company Act; and

- (iii) it is prepared to bear the economic risk of the investment in Interests for an indefinite period of time.
- (g) The Transferee's overall commitment to the Partnership and other investments that are not readily marketable is not disproportionate to its net worth, and it has no need for immediate liquidity in its investment in the Partnership.
- (h) The Transferee is acquiring the Transferred Interests for its own account for investment purposes only and has not been organised for the specific purpose of acquiring the Transferred Interests or investing in the Partnership with a view to directly or indirectly resale or distribution of the Transferred Interests.
- (i) The Transferee's shareholders, partners or other holders of equity or beneficial interests in the Transferee are not able to decide individually whether to participate, or the extent of their participation, in the Transferee's investment in the Partnership (i.e., shareholders, partners or other holders of equity or beneficial interests in the Transferee cannot determine whether their capital will form part of the capital invested by the Transferee in the Partnership).
- (j) The Transferee understands and agrees that the Partnership has not registered, and does not intend to register, under the Investment Company Act.
- (k) The Transferee understands and agrees that the Transferred Interests:
  - (i) are not being and will not be registered under the Securities Act or the securities laws of any state or jurisdiction in the United States, or the securities laws of any other jurisdiction, nor is such registration contemplated; and
  - (ii) cannot be transferred or resold except as permitted under the Securities Act and any applicable state or non-US securities laws pursuant to registration or an exemption therefrom.
- (l) The Transferee understands and acknowledges that neither the General Partner nor the Adviser has registered, or intends to register, as an investment advisor under the US Investment Advisers Act of 1940, as amended.
- (m) The Transferee does not Control, and is not Controlled by or under common Control with, any other investor in the Partnership.
- (n) No other person or entity will have a beneficial interest in the Transferred Interests to be acquired under this Deed (other than as a shareholder, partner, policy owner or other beneficial owner of equity interests in the Transferee).

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## 5 Taxation consequences

- (a) The Transferee is aware and understands that the taxation consequences to the Transferee of an investment in the Transferred Interests and the Partnership depend on its circumstances and accordingly the Transferee should seek its own taxation advice (which it has done).
- (b) The Transferee certifies under penalties of perjury that:
  - (i) the Transferee's name and address provided to the General Partner is correct; and

- (ii) the Transferee will notify the General Partner within seven days of any change in such status.
- (c) The Transferee agrees to execute properly and provide to the General Partner in a timely manner any tax documentation that may be reasonably required by the General Partner in connection with the Partnership.
- (d) The Transferee represents, declares and confirms that, to the best of its knowledge, it has not committed or been convicted of any tax crimes under any applicable laws and regulations, and undertakes that it will notify the General Partner immediately upon any such commitment or conviction.

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## 6 Anti-money laundering

- (a) It is in compliance with all applicable anti-money laundering laws and regulations, including but not limited to the anti-money laundering laws and regulations of the Cayman Islands, Hong Kong and the Investor's jurisdiction.
- (b) It:
  - (i) has conducted thorough due diligence with respect to all of its beneficial owners;
  - (ii) has established the identities of all beneficial owners and the source of each of the beneficial owner's funds; and
  - (iii) will retain evidence of any such identities, any source of funds and any such due diligence.
- (c) It does not know or have any reason to suspect that:
  - (i) the monies used to fund the Transferee's investment in the Transferred Interests have been or will be derived from or related to any Illegal Activities; and
  - (ii) the proceeds from the Transferee's investment in the Transferred Interests will be used to finance any Illegal Activities.
- (d) It has conducted appropriate due diligence of any beneficial owner who is:
  - (i) a current or former senior official in the executive, legislative, administrative, military or judicial branches of a non-U.S. government (whether elected or not), a current or former senior official of a major non-U.S. political party, or a current or former senior executive of a non-U.S. government-owned commercial enterprise ("**SFPF**"). For purposes of the foregoing, a "senior official" or "senior executive" means an individual with substantial authority over policy, operations, or the use of government-owned resources;
  - (ii) an immediate family member of the SFPF;
  - (iii) a person who is widely known (or is actually known by the Transferee) to maintain a close personal relationship with a SFPF or an immediate family member of a SFPF; or
  - (iv) a corporation, business or other entity that has been formed by or for the benefit of such individual.



- (e) If it, receives deposits from, makes payments to or conducts transactions relating to a non-U.S. banking institution (a “**Non-U.S. Bank**”) in connection with its investment in Interests, such Non-U.S. Bank:
  - (i) has a fixed address, other than an electronic address or a post office box, in a country in which it is authorized to conduct banking activities;
  - (ii) employs one or more individuals on a full-time basis;
  - (iii) maintains operating records related to its banking activities;
  - (iv) is subject to supervision, regulation and inspection by the banking authority that licensed it to conduct banking activities; and
  - (v) does not provide banking services to any other Non-U.S. Bank that does not have a physical presence in any country and that is not a registered Affiliate.
  
- (f) It further agrees and acknowledges that, among other remedial measures:
  - (i) the Partnership may be obligated to “freeze the account” of such Transferee, either by prohibiting additional investments by the Transferee and/or segregating assets of the Transferee in compliance with governmental regulations and/or if the General Partner determines in its sole discretion that such action is in the best interests of the Partnership; and
  - (ii) the Partnership may be required to report such action or confidential information relating to the Transferee (including, without limitation, disclosing the Transferee’s identity) to Government Authorities.
  
- (g) It acknowledges that due to anti-money laundering requirements operating within their jurisdictions, the Administrator, the General Partner for itself and on behalf of the Partnership, and the Adviser will require proof of identity as described in the Limited Partnership Agreement (or any other information required by the Administrator in its discretion) before the transfer of Interests can be processed and the General Partner, acting for itself and on behalf of the Partnership, and the Adviser and/or Administrator, and their respective directors, officers, members, delegates, agents and employees shall be held harmless and indemnified against any loss ensuing due to the failure to process this transfer of Interests, if such information as has been required has not been provided by the Transferee. In order to comply with the anti-money laundering regulations applicable to the General Partner, acting for itself and on behalf of the Partnership, the Adviser, and the Administrator, schedule 5 (“Transferee’s remitting bank instructions”) must be completed by the Transferee.

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## 7 ERISA

- (a) The Transferee is not, and is not acting (directly or indirectly) on behalf of, a “Plan” (defined below) which is subject to Title I of the U.S. Employee Retirement Income Security Act of 1974, as amended (“**ERISA**”), Section 4975 of the Code, or any provisions of any federal, state, local, non- U.S. or other laws or regulations that are similar to those provisions contained in such portions of ERISA or the Code.

“Plan” includes (i) an employee benefit plan (within the meaning of Section 3(3) of ERISA), whether or not such plan is subject to Title I of ERISA, (ii)

a plan, individual retirement account or other arrangement that is described in Section 4975 of the Code, (iii) an insurance company using general account assets, if such general account assets are deemed to include assets of any of the foregoing types of plans, accounts or arrangements for purposes of Title I of ERISA or Section 4975 of the Code under Section 401(c) of ERISA or the regulations promulgated thereunder, and (iv) an entity which is deemed to hold the assets of any of the foregoing types of plans, accounts or arrangements, pursuant to ERISA or otherwise.

- (b) The Transferee is not (directly or indirectly) investing the assets of a Plan which is not subject to Title I of ERISA or Section 4975 of the Code but is subject to any other federal, state, local, non-U.S. or other laws or regulations that could cause the underlying assets of the Partnership to be treated as assets of the Plan by virtue of its investment in the Partnership and thereby subject the Partnership and the General Partner (or other persons responsible for the investment and operation of the Partnership's assets) to laws or regulations that are similar to the fiduciary responsibility or prohibited transaction provisions contained in Title I of ERISA or Section 4975 of the Code.

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## 8 Sanctions

- (a) None of the Transferee, its Affiliates, any of their respective directors, officers, and employees, and (to the best knowledge of the Transferee) none of their respective partners, managers, members, shareholders, agents or representatives, are:
- (i) currently subject to, threatened or expected to be subject to any Sanctions;
  - (ii) located in, organised within, operating from, or engaging in any business, transactions, or activity with or involving a country or territory that is, from time to time, the subject of Sanctions or territory-wide embargo (Cuba, Iran, North Korea, the Crimea region of the Ukraine and Syria being the applicable countries and territories as at the date of this Deed) (the "**Sanctioned Territory**") save where such presence or activity is not in breach of the laws and regulations which form part of the Sanctions;
  - (iii) is not, has not previously, will not, is not likely or expected to engage in, conduct or pursue any transaction or dealings with any person named under, target of or subject to Sanctions, listed on OFAC's list of Specially Designated Nationals and Blocked Persons or any other Sanctions-related list maintained by OFAC or any other Government Authority in any jurisdiction, any Affiliate thereof or any individual or entity owned or Controlled by or acting on behalf of or at the direction of any of those named or listed or any Affiliate thereof (the "**Sanctioned Persons**"), or otherwise engage in any transaction or dealing that would or is reasonably likely to violate or breach any Sanctions.
- (b) The Transferee is and has at all times been in compliance with and has not received any notices, inquiries or other correspondence from any Government Authority related to any and all laws, regulations, executive orders, embargoes, restrictions, prohibitions, rules and any other requirements related to any Sanctions.
- (c) No representation or warranty by the Transferee in this Deed and no statement contained in any certificate, schedule, exhibit, attachment or any other document furnished or to be furnished by the Transferee

pursuant to this Deed contains any untrue statement of a material fact, or omits to state a material fact necessary to make the statements contained therein, in light of the circumstances in which they are made, not misleading.

- (d) The Transferee, for the period from the date of this Deed and for so long as it is a Limited Partner and/or otherwise has any obligations under this Deed and the Limited Partnership Agreement, shall not and shall procure to the extent reasonably practicable that none of its Affiliates or any of their respective directors, employees, officers, joint venturers, partners, managers, members, agents or representatives, directly or indirectly, uses any amounts payable to or by the Transferee pursuant to the Limited Partnership Agreement in any manner whatsoever or enters into any transaction, arrangement or undertaking to fund, finance or facilitate any activities or business of, with or for the benefit of any of the Sanctioned Persons or in any Sanctioned Territory or otherwise take any action or attempt to take any action that would result, or is reasonably likely to result, in a violation or breach of any Sanctions. The Transferee shall and shall cause its Affiliates to ensure that no individual or entity that is a Sanctioned Person has or will have any legal or beneficial interest in, does or attempts to do business with, or enters into or attempts to enter into a transaction with the Transferee and/or its Affiliates.
- (e) The Transferee shall review the transactions, businesses or activities to which it or its Affiliates is or becomes a party for compliance with any and all laws, regulations, executive orders, embargoes, restrictions, prohibitions, rules and any other requirements related to any Sanctions, including ensuring that none of them are entering into any transaction, business or activity with a Sanctioned Person or in a Sanctioned Territory nor facilitating, causing, supporting or assisting in such transaction, business or activity or any Sanctioned Person.
- (f) The Transferee shall, upon becoming aware of any Sanction Event or any threat or potential thereof, immediately notify and provide the details of such actual, threatened or potential Sanctions Event that may involve or implicate the Partnership, the General Partner, the Adviser, or any of their respective Affiliates, provide any and all cooperation and assistance reasonably necessary or advisable for the Partnership, the General Partner, the Adviser, or any of their respective Affiliates to respond to any such Sanction Event or take any other measures to mitigate the effects of such Sanctions affecting any of them.

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## **9 Terrorism**

Neither it, nor any person directly or indirectly Controlling, Controlled by or under common Control with it, is a person identified as a terrorist organisation on any relevant lists maintained by any Government Authority.

# Deed of Assignment and Assumption of Interests in Templewater I, L.P.

## Schedule 3 - Privacy Notice

### DATA PROTECTION NOTICE UNDER THE CAYMAN ISLANDS DATA PROTECTION ACT, 2017

#### Why are you seeing this notice?

- You may need to provide Personal Data to us as part of your investment into Templewater I, L.P. (the **Partnership**).
- We want you to understand how and why we use, store and otherwise process your Personal Data when you deal with us or our relevant affiliates.
- The Partnership is formed under Cayman Islands law. As a result, your Personal Data will be processed by the Partnership, and by persons engaged by the Partnership. Under Cayman Islands law, you have rights, and the Partnership has obligations, with respect to your Personal Data. The purpose of this notice is to explain how and why the Partnership, and persons engaged by the Partnership, will use, store, share and otherwise process your Personal Data. This notice also sets out your rights under Cayman Islands law, and how you may exercise them.
- "**Personal Data**" has the meaning given in the Cayman Islands Data Protection Act (as amended) (the "**Data Protection Act**"). Examples of Personal Data include an individual's name, address, email address, date of birth, passport details or other national identifier, driving licence number, national insurance or social security number, income, employment information, tax identifier and tax residence, account numbers, and economic information. It also includes data which, when aggregated with other data, enables an individual to be identified, such as an IP address and geolocation data.

In this notice, we use the following defined terms:

- "**Administrator**" means the administrator to be appointed by the General Partner (or such successor or replacement administrator);
- "**Processing**", "**Process**" and "**Processed**" have the meaning given in the Data Protection Act. It is widely construed and includes obtaining, recording and holding data, as well as carrying out any operation on Personal Data, such as sharing, destroying and mining the Personal Data; and
- "**we**", "**us**" and "**our**" in this notice refers to the Partnership acting through its general partner Templewater I, G.P.

#### Who is providing this notice?

This notice is provided by the Partnership acting through Templewater I, G.P. as general partner of the Partnership.

#### What role does the Partnership perform in relation to your Personal Data?

The Partnership act as a "**data controller**" in respect of your Personal Data. This means that the Partnership is the decision maker as to the purposes, conditions and manner in which your Personal Data are Processed, including:

- how to use, store, and Process your Personal Data;

- with whom to share your Personal Data;
- when to modify or erase your Personal Data;
- when to engage one or more third parties to Process your Personal Data; and
- which such third parties to engage.

The Partnership will continue to be the data controller even though it has engaged third parties, such as the Administrator, to perform certain of the Processing activities on their behalf.

### **Where do we obtain your Personal Data from?**

We collect your Personal Data from a number of sources, (both foreign as well as domestic), including from you directly. These include:

- from the forms and any associated documentation that you complete when subscribing for Interests;
- when you provide it to us or our service providers in correspondence and conversations (including by email);
- when you make transactions with respect to the Partnership;
- when you provide remittance instructions;
- publicly available and accessible directories and sources, including websites;
- bankruptcy registers;
- tax authorities;
- governmental agencies and departments, and regulatory authorities, to whom we have regulatory obligations;
- credit reference agencies; and
- fraud prevention and detection agencies and organisations, including law enforcement.

We may combine Personal Data that you provide to us with Personal Data that we collect from, or about you. This may include Personal Data collected in an online or offline context.

### **Why is your Personal Data processed?**

These are the principal reasons why your Personal Data is Processed:

The Processing is necessary for the performance of a contract, including:

- administering or managing the Partnership;
- Processing your subscription and investment in the Partnership, such as entering your information in the register of partners;
- sending you statements relating to your investment;
- facilitating the continuation or termination of the contractual relationship between you and the Partnership; and
- facilitating the transfer of funds, and administering and facilitating any other transaction, between you and the Partnership.

The Processing is necessary for compliance with applicable legal or regulatory obligations, including:

- undertaking investor due diligence, and on-boarding checks;
- carrying out know your client, anti-money laundering and counter-terrorist financing checks, including verifying the identity and addresses of our investors (and, where applicable, their beneficial owners);
- complying with requests from regulatory, governmental, tax and law enforcement authorities;
- surveillance and investigation activities;
- carrying out audit checks, and instructing our auditors;
- maintaining statutory registers;
- preventing and detecting fraud;
- complying with the United States Foreign Account Tax Compliance Act, the OECD Common Reporting Standard and other comparable legislation; and

- complying with applicable sanctions and embargo legislation.

In pursuance of our legitimate interests, or those of a third party to whom your Personal Data are disclosed, including:

- complying with a legal, tax, accounting or regulatory obligation to which we or the third party are subject;
- assessing and Processing requests you make;
- sending updates, information and notices or otherwise corresponding with you in connection with your investment in the Partnership;
- investigating any complaints, or pursuing or defending any claims, proceedings or disputes (whether domestic or foreign);
- providing you with, and informing you about, our investment products and services;
- managing our risk and operations;
- complying with audit requirements;
- ensuring internal compliance with our policies and procedures, as applicable;
- protecting our business against fraud, breach of confidence or theft of proprietary materials;
- seeking professional advice, including legal advice;
- facilitating business asset transactions involving the Partnership or related entities;
- monitoring communications to/from us (where permitted by law); and
- protecting the security and integrity of our IT systems,

but in all cases only where we have considered that the processing is necessary and, on balance, our legitimate interests are not overridden by your legitimate interests, rights or freedoms.

#### **Who will we share your Personal Data with?**

We will share your Personal Data with:

- the Adviser, our affiliates, the Administrator, their respective affiliates and their respective directors, officers, delegates and agents for the purposes set out in this notice, in particular:
  - managing our relationship with you;
  - delivering the services you require;
  - managing your investment;
  - supporting and administering investment-related activities;
  - complying with applicable investment laws and regulations;
    - delivering and facilitating the services needed to support our business relationship with you; and
    - supporting and administering investment-related activities,
- tax authorities:
  - to comply with applicable laws and regulations; and
  - where required by tax authorities (who, in turn, may share your Personal Data with other tax authorities),
- our lawyers, auditors, banking service providers and other professional advisors for purposes of:
  - providing you with investment-related services;
  - enabling us to meet legal and regulatory obligations in obtaining services; and
  - seeking advice on, and complying with, legal and regulatory requirements or legal rights and obligations.

In exceptional circumstances, we will share your Personal Data with regulatory, prosecuting and other governmental agencies or departments, and parties to litigation (whether pending or threatened), in any country or territory. We will not sell your Personal Data.

### **Do you have to provide us with this Personal Data?**

Some of the Personal Data we request must be supplied for an investment in the Partnership to be made, and for that investment in the Partnership to continue. Some Personal Data must be supplied to us to enable the investment to be redeemed. If you do not wish to provide us with this Personal Data, you will not be able to invest or continue to invest in the Partnership, and/or your investment may be redeemed, as it will affect our ability to provide our services to you and manage your investment.

### **Sending your Personal Data internationally**

Not all countries have data protection and privacy laws that provide you with the same or a comparable degree of protection as Cayman Islands law. Where we transfer your Personal Data to our service providers, including the Administrator and any of our Affiliates, we have put in place appropriate arrangements so as to provide your Personal Data with the same protections as exist under Cayman Islands law.

### **Retention and deletion of your Personal Data**

We will keep your Personal Data for as long as it is required by us. For example, we may require it for our legitimate business purposes, to perform our contractual obligations, or where law or regulation obliges us to. We will generally retain your Personal Data throughout the lifecycle of the investment you are involved in. Some Personal Data will be retained after your relationship with us ends. We expect to delete your Personal Data (at the latest) once there is no longer any legal or regulatory requirement or legitimate business purpose for retaining your Personal Data.

### **Automated decision-making**

We will not take decisions producing legal effects concerning you, or otherwise significantly affecting you, based solely on automated Processing of your Personal Data, unless we have considered the proposed Processing in a particular case and concluded in writing that it meets the applicable Cayman Islands law requirements.

### **Marketing**

You agree that the information supplied on this Deed and otherwise from time to time in connection with your Interests may also be used to provide a marketing database for product and market research or to provide information for the despatch of information on other products or services to you from the General Partner, the Adviser, or any of their respective Affiliates and that the General Partner, the Adviser or any their respective Affiliates may contact you by post, telephone, facsimile, e-mail or other available method for such purposes. You acknowledge that you are aware that you have the right to revoke any consent to the use of its information for the purposes set out in this paragraph by notice in writing to the Adviser.

Please tick this box if you do not wish to receive such communications:

### **Your rights**

You have certain data protection rights, including:

- the right to be informed about the purposes for which your Personal Data are Processed;
- the right to access your Personal Data;
- the right to stop direct marketing;
- the right to restrict the Processing of your Personal Data;
- the right to have incomplete or inaccurate Personal Data corrected;
- the right to ask us to stop Processing your Personal Data;

- the right to be informed of a Personal Data breach (unless the breach is unlikely to be prejudicial to you);
- the right to complain to the Data Protection Ombudsman; and
- the right to require us to delete your Personal Data in some limited circumstances.

### **Contact us**

We are committed to Processing your Personal Data lawfully and to respecting your data protection rights. Please contact us if you have any questions about this notice or the Personal Data we hold about you, using our contact details as set out in the Details and marking your communication "Cayman Data Protection Enquiry".

### **Validity and effective date**

This Notice will be kept under regular review. Should there be any material changes to the above, we will issue a replacement notice.



# Deed of Assignment and Assumption of Interests in Templewater I, L.P.

## Schedule 4 - EU Data Protection Laws

This schedule applies if the Transferee is based in the European Union (including beneficial ownership).

In connection with the Deed, the General Partner, on behalf of the Partnership, may receive personal data relating to Transferee, its representatives, authorised signatories, limited partners or beneficial owners which is necessary for identity verification, for the purpose of preventing fraud or other financial crime, complying with statutory and regulatory requirements in relation to anti-money laundering and terrorist financing. The General Partner, on behalf of the Partnership, will process such personal data in accordance with this Deed and all Data Protection Laws in force from time to time. In connection with the subscription and as required or permitted by law, the General Partner, on behalf of the Partnership, will disclose any such personal data on a confidential basis:

- (a) to service providers and administrators, together with their respective advisers, agents and service providers, that assist the General Partner in connection with the transfer of Interests;
- (b) to its subsidiaries in and outside the European Economic Area provided that the General Partner and any subsidiaries outside the European Economic Area have entered into the EU Model Terms or such variation that a regulator might require in respect of any processing outside of the European Economic Area;
- (c) as required by the law, including complying with requests from, and requirements of, local or foreign regulatory or law enforcement authorities, subject to ensuring that any persons authorised to process the data (listed in (a), (b) and (c) above) have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality; and
- (d) without limiting the foregoing, in compliance with Data Protection Laws.

**“Data Protection Laws”** means any applicable data protection or privacy laws. It shall include (a) the Data Protection Directive 95/46/EC and ePrivacy Directive 2002/58/EC as implemented by countries within the EEA; (b) the General Data Protection Regulation; and/or (c) other laws that are similar, equivalent to or that are intended to implement, amend, or replace, the laws that are identified in (a) and (b) above.

# Deed of Assignment and Assumption of Interests in Templewater I, L.P.

## Schedule 5 - Transferee's remitting bank instructions

Please identify the bank or other financial institution (the "**Wiring Institution**") from which the Transferee's funds will be wired/delivered. Note that any amounts paid to the Transferee will be paid to the same account from which its subscription funds were originally remitted, unless the General Partner agrees otherwise.

|  |  |
|--|--|
| Bank Name:                                 | <u>THE HONG KONG &amp; SHANGHAI BANKING CORPORATION LIMITED – SINGAPORE PRIVATE BANK DIVISION</u>  |
| Bank Address:                              | <u>10 Marina Boulevard #50-01, Marina Bay</u><br><u>Financial Centre Tower 2, Singapore 018983</u> |
| SWIFT Code:                                | <u>HSBCSGSGPBD</u>   |
| Account Name:                              | <u>FULL FORTUNE LEGACY LIMITED</u>   |
| Account Number:<br>(including branch code) | <u>8221-670547-0001</u>  |
| Remarks:                                   | <u></u><br><u></u>   |

# Schedule 6 - Eminence Enterprise Limited Certificate

[Insert on Eminence Letterhead]

Eminence Enterprise Limited  
Block A, 7<sup>th</sup> Floor  
Hong Kong Spinners Building  
Phase 6  
481-483 Castle Peak Road  
Cheung Sha Wan  
Kowloon, Hong Kong

[ ] May 2024

Full Fortune Legacy Limited  
Ritter House, Wickhams Cay II,  
PO Box 3170,  
Road Town,  
Tortola VG1110,  
British Virgin Islands  
Attention: Mr Adam Fiore,  
Director of WIT Partners Advisory Pte. Ltd., the Manager

Dear Sir/Madam,

Reference is made hereby to the Deed of Assignment and Assumption of Interests in Templewater I, L.P. dated [ ] 2024 (the "**Deed**") between Prime Avenue Ventures Limited ("**Transferor**"), Full Fortune Legacy Limited ("**Transferee**") and Templewater I, G.P., in its capacity as general partner of Templewater I, L.P. ("**General Partner**"). Unless otherwise defined herein, capitalised terms defined herein shall have the same meanings as those defined in the Deed.

We, Eminence Enterprise Limited ("**Eminence**"), as the parent company of the Transferor, being our wholly owned subsidiary, hereby represent, warrant, certify and agree that:

- (A) Pursuant to Eminence's board resolutions (or board minutes) dated [ ] May 2024, Eminence is authorised to make the following representations, warranties, agreements and certifications provided herein.
- (B) Eminence is the sole legal and beneficial owner of the Transferor, owning 100% of the issued voting ordinary shares of the Transferor;
- (C) Eminence is duly established, validly existing and in good standing under the laws of its place of incorporation;
- (D) Attached hereto is evidence that Eminence is validly existing and in good standing in its jurisdiction of incorporation;

- (E) Eminence believes that the terms of the sale, assignment and transfer of the Transferred Interests were negotiated on an arm's length basis with the Transferee and the entering into the Deed and the transactions contemplated thereunder are fair and on normal commercial terms that the Transferor could achieve in respect of such transactions;
- (F) in respect of each of Eminence and the Transferor, each company is currently solvent, and no liquidator, receiver or manager has been appointed and no process has been initiated to dissolve or wind up either company, and the consummation of the transactions contemplated by this Deed will not result in either company's insolvency under any relevant laws;
- (G) The Transferor is not conducting its business in a manner that its respective creditors have no reasonable prospect of receiving full payment for their debts pursuant to their terms.
- (H) The Transferor keeps adequate accounting, financial and other books and records in a satisfactory manner so as to have a reasonable basis for making the representations and warranties contained in this Certificate.
- (I) The Transferor is not in a dispute with any creditors over any liability claimed to be owed by either company and no creditor has made a demand for payment of any kind.
- (J) The Transferor is not past due for any debt owing and is not otherwise in default with respect to any debt.
- (K) There is no "winding-up" petition in Hong Kong or any other jurisdiction made in respect of Eminence or the Transferor and, to the best of Eminence's knowledge, there is no intention by any party (creditor or otherwise) to make such a filing.
- (L) In the event of the Transferor's liquidation or bankruptcy, Eminence agrees to assume any and all obligations, indemnities and liabilities arising out of or in relation to the Deed, with the same effect as if it were the Transferor.
- (M) Eminence acknowledges and understands that the Transferee is placing material reliance on the representations, warranties, agreements and certifications provided in this Certificate.

IN WITNESS WHEREOF, I have hereunto set my hand as of this [ ]th day of [ ] 2024

Signed for and on behalf of  
**Eminence Enterprise Limited**

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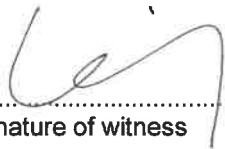
Name: KOON Ho Yan Candy  
Authorised Signatory

# Signing page

IN WITNESS WHEREOF, the undersigned has executed and unconditionally delivered this Deed as a deed on the date shown on the first page.

## Transferor

EXECUTED AND )  
UNCONDITIONALLY DELIVERED AS )  
A DEED on behalf of PRIME AVENUE )  
VENTURES LIMITED, a company )  
formed in the Cayman Islands, by )  
KOON HO YAN CANDY being a )  
person who, in accordance with the )  
laws of that territory, is acting under the )  
authority of the company in the )  
presence of: )

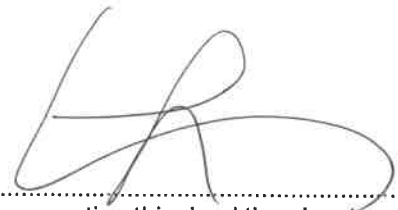


Signature of witness

LIANG KA MAN CARMEN

Name of witness (block letters)

Block A, 7/F, Phase 6, Hong Kong )  
Spinners Building, 481-485 Castle )  
Peak Road, Chung Sha Wan, H.K. )  
Address of witness



By executing this deed the signatory warrants that the signatory is duly authorised to execute this deed on behalf of **PRIME AVENUE VENTURES LIMITED**

DATED: \_\_ May 2024

The Transferee acknowledges and agrees that the Partnership is not an authorised deposit-taking institution, and that a Commitment in the Partnership is not a deposit with and does not give rise to any other form of liability of the General Partner, the Adviser or any of their Affiliates, and is subject to investment risk, including possible delays in repayment of any amount and loss of income and capital invested. None of the General Partner, the Adviser or any of their Affiliates guarantees or provides any other assurance in relation to any particular rate of return or the performance of the Partnership, nor do they guarantee the repayment of all or part of a Limited Partner's Commitment by the Partnership.

**Transferee**

**EXECUTED AND** )  
**UNCONDITIONALLY DELIVERED AS** )  
**A DEED** on behalf of **FULL FORTUNE** )  
**LEGACY LIMITED**, a company formed )  
in the Cayman Islands, by Andrea )  
Alciati (Director of the Manager WIT )  
Partners Advisory Pte. Ltd.) being a )  
person who, in accordance with the )  
laws of that territory, is acting under the )  
authority of the company in the )  
presence of: )



..... )  
Signature of witness )

Adam M. Fiore )

..... )  
Name of witness (block letters) )

WIT Partners Advisory Pte. Ltd. )  
OUE Downtown Gallery, 6A Shenton )  
Way #04-01 )  
Singapore 068815 )

..... )  
Address of witness )



..... )  
By executing this deed the signatory )  
warrants that the signatory is duly )  
authorised to execute this deed on )  
behalf of **FULL FORTUNE LEGACY** )  
**LIMITED** )

**DATED: \_\_ May 2024**

**General Partner**

**EXECUTED AND UNCONDITIONALLY DELIVERED AS A DEED** on behalf of **TEMPLEWATER I, G.P.** in its capacity as general partner of the **TEMPLEWATER I, L.P.** in the presence of:



.....  
Signature of witness

KARENCE WAN

.....  
Name of witness (block letters)

Suites 3901-08, 39/F, Jardine House  
1 Connaught Place, Central, Hong Kong

.....  
Address of witness



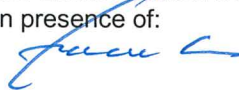
.....  
By executing this deed the signatory warrants that the signatory is duly authorised to execute this deed on behalf of **TEMPLEWATER I, G.P.**

**DATED: \_\_ May 2024**

Acknowledged and agreed by:

**Limited Partners**

**EXECUTED AND UNCONDITIONALLY DELIVERED AS A DEED** by **TEMPLEWATER I, G.P.** as attorney for each of the Limited Partners under a power of attorney granted by each of the Limited Partners pursuant to the Limited Partnership Agreement in presence of:



.....  
Signature of witness

KARENCE WAN

.....  
Name of witness (block letters)

Suites 3901-08, 39/F, Jardine House  
1 Connaught Place, Central, Hong Kong

.....  
Address of witness



.....  
By executing this deed the signatory warrants that the signatory is duly authorised to execute this deed on behalf of **TEMPLEWATER I, G.P.**

**DATED: \_\_ May 2024**