

Dated the 24<sup>th</sup> day of September 2024

**IndexAtlas AG**  
**(as Vendor)**

**and**

**Kingkey Financial International (Holdings) Limited**  
**(京基金融國際(控股)有限公司)**  
**(as Purchaser)**

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**SALE AND PURCHASE AGREEMENT**  
**relating to 6,000,000 fully paid-in bearer shares of**  
**Youngtimers AG**

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**THIS AGREEMENT** is made on the 24<sup>th</sup> day of September 2024

**BETWEEN:**

- (1) **IndexAtlas AG**, a company incorporated in Switzerland with limited liability (business identification number: CHE-277.564.161) whose corporate legal headquarter is located at 48 Gerbergasse, Basel CH-400 Switzerland (the “**Vendor**”); and
- (2) **Kingkey Financial International (Holdings) Limited (京基金融國際(控股)有限公司)**, a company incorporated in the Cayman Islands whose registered office is at Cricket Square, Hutchins Drive, PO Box 2681, Grand Cayman, KY1-1111, Cayman Islands and its headquarters and principal place of business in Hong Kong is at 902, Harbour Centre, Tower 2, 8 Hok Cheung Street, Hungghom, Kowloon, Hong Kong, whose shares are listed on the Main Board of The Stock Exchange of Hong Kong Limited (“**HKEX**”) with its stock code being 1468 (the “**Purchaser**”).

(The Vendor and the Purchaser are collectively referred to as the “**Parties**”, and each or any one of them is referred to as a / the / each “**Party**”).

**WHEREAS:**

- (A) Youngtimers AG (the “**Target Company**”) is a company incorporated in Switzerland as a Swiss limited company (business identification number: CHE-101.017.162) whose corporate legal headquarter is located at Gerbergasse 48, 4001 Basel, Switzerland and whose shares are listed on the SIX Swiss Exchange (“**SIX**”) under the ticker “YTME” with ISIN code CH0006326851, details of which as at the date hereof are set out in Schedule 1.
- (B) as at the date hereof, the Target Company has a total of 62,013,566 issued shares of common stock outstanding. As set out in the announcement of the Target Company dated 23 September 2024, the Target Company disclosed that it has placed 10 million new shares (the “**Placing Shares**”) through a private placement, which is expected to be completed in October 2024. Assuming the registration of the issuance of the Placing Shares and their listing at the SIX is completed, (the “**Private Placement**”), the Target Company will have 72,013,566 shares of common stock outstanding;
- (C) as at the date hereof, the Vendor owns 6,100,000 fully paid-in bearer shares of the Target Company (the “**Sale Shares**”);
- (D) assuming that the Private Placement has been completed as intended and save for the Placing Shares, there will be no change in the issued share capital of the Company between the date of this Agreement and the Completion (as defined hereunder), the Sales Shares represent (i) approximately 9.68% of the issued share capital of the Target Company as at the date hereof; and (ii) approximately 8.33% of the issued share capital of the Target Company as enlarged by the allotment and issue of the Placing Shares;
- (E) the Target Company and the Purchaser have entered into a strategic cooperation agreement

in relation to the strategic cooperation on the date hereof;

- (F) the Vendor has agreed to sell and the Purchaser has agreed to purchase the Sale Shares owned by the Vendor upon the terms and conditions hereinafter set out; and
- (G) having considered the potential business development of the Purchaser and its subsidiaries, the Vendor proposed and the Purchaser agreed that the consideration of the Sale Shares shall be settled by issuance and allotment of the Consideration Shares (as defined hereinafter) to be issued by the Purchaser.

**NOW IT IS HEREBY AGREED** as follows:

**1. INTERPRETATION**

1.1 In this Agreement, unless the context requires otherwise:

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|------------------------------|---|
| <b>“Agreement”</b>           | means and includes this agreement as originally executed and such modification, amendment, addition or supplement from time to time to be agreed between the Parties;   |
| <b>“Business Day”</b>        | means a day (excluding Saturday, Sunday, public holiday and any day on which “extreme conditions” caused by bad weather is announced by the Government of Hong Kong or a tropical cyclone warning signal no. 8 or above is hoisted or remains hoisted between 9:00 a.m. and 12:00 noon and is not lowered at or before 12:00 noon or on which a “black” rainstorm warning signal is hoisted or remains in effect between 9:00 a.m. and 12:00 noon and is not discontinued at or before 12:00 noon) on which licensed banks in Hong Kong are open for business throughout their normal business hours; |
| <b>“CCASS”</b>               | means the Central Clearing and Settlement System established and operated by Hong Kong Securities Clearing Company Limited  |
| <b>“CHF”</b>                 | means Swiss Franc, the lawful currency of Switzerland and Leichtenstein;  |
| <b>“Companies Ordinance”</b> | means the Companies Ordinance (Chapter 622 of the Laws of Hong Kong);   |
| <b>“Completion”</b>          | means completion of the sale and purchase of the Sale Shares as specified in Clause 5;  |

<b>“Completion Date”</b>	means the date on which Completion takes place which shall be within four (4) Business Day after all the Conditions have been fulfilled or waived by the Purchaser or the Vendor (as the case may be) in accordance with the terms hereof or such other date as may be agreed by the Vendor and the Purchaser in writing;
<b>“Condition(s)”</b>	means the condition(s) to the purchase of the Sale Shares set out in Clause 4.1;
<b>“Consideration”</b>	means the consideration for the transfer of the Sale Shares being the sum(s) specified in Clause 3.1;
<b>“Consideration Shares”</b>	means 93,786,894 new Listco Shares in the share capital of the Purchaser, credited as fully paid, to be allotted and issued by the Purchaser to the Vendor free from all Encumbrances at the issue price of HK\$0.423 per Listco Share as payment of the Consideration in accordance with Clause 3.2
<b>“Directors”</b>	means the directors of the Target Company;
<b>“Encumbrance”</b>	means (a) any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, assignment, deed of trust, title retention, security interest or other encumbrance of any kind securing, or conferring any priority of payment in respect of, any obligation of any person, including without limitation any right granted by a transaction which, in legal terms, is not the granting of security but which has an economic or financial effect similar to the granting of security under applicable law, (b) any contractual right set-off; (c) any proxy, power of attorney, voting trust agreement, interest, equity, option, right of first offer, negotiation or refusal or transfer restriction in favour of any person and (d) any adverse claim as to title, possession or use; and "Encumber" shall be construed accordingly;
<b>“Hong Kong”</b>	means Hong Kong Special Administrative Region of the People's Republic of China;
<b>“HKEX”</b>	means The Stock Exchange of Hong Kong Limited;

<b>“HKEX Listing Rules”</b>	means the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited as may be amended or supplemented from time to time;
<b>“HK\$”</b>	means Hong Kong Dollars, the lawful currency in Hong Kong;
<b>“Listco Share(s)”</b>	means share(s) of par value of HK\$0.10 each in the capital of the Purchaser;
<b>“Purchaser Warranties”</b>	shall have the meaning ascribed to it under Clause 7;
<b>"Sale Shares"</b>	means 6,000,000 fully paid-in bearer shares of the Target Company;
<b>“Share(s)”</b>	means bearer share(s) with par value of CHF 0.42 each in the capital of the Target Company;
<b>“SIX”</b>	means the SIX Swiss Exchange;
<b>“SIX Listing Rules”</b>	means the Listing Rules of SIX;
<b>“Taxation”</b>	means and includes all forms of tax, levy, duty, charge, impost, fee, deduction or withholding of any nature now or hereafter imposed, levied, collected, withheld or assessed by any taxing or other authority in any part of the world and includes any interest, additional tax, penalty or other charge payable or claimed in respect thereof;
<b>“Vendor Warranties”</b>	shall have the meaning ascribed to it under Clause 6.

1.2 References to statutory provisions shall be construed as references to those provisions as amended or re-enacted or as their application is modified by other provisions (whether before or after the date hereof) from time to time and shall include any provisions of which they are re-enactments (whether with or without modification).

1.3 References herein to Clauses and Schedules are to clauses in and schedules to this Agreement unless the context requires otherwise and the Schedules to this Agreement shall be deemed to form part of this Agreement and a reference to a Clause includes all the sub-Clauses of that Clause.

- 1.4 The expressions the “Vendor” and the “Purchaser” shall, where the context permits, include their respective successors, personal representatives and permitted assigns.
- 1.5 The headings are inserted for convenience only and shall not affect the construction of this Agreement.
- 1.6 Unless the context requires otherwise, words importing the singular include the plural and vice versa and words importing a gender include every gender.
- 1.7 A document expressed to be “in the approved terms” means a document the terms of which have been approved by or on behalf of the parties hereto and a copy of which has been signed for the purposes of identification by or on behalf of the parties hereto.
- 1.8 In this Agreement, “subsidiary” and “holding company” have the meanings ascribed thereto in section 15 of the Companies Ordinance.

## **2. SALE OF SHARES**

- 2.1 The Vendor shall sell as beneficial owner and the Purchaser shall purchase the Sale Shares free from all liens, charges and encumbrances and together with all rights now or hereafter attaching thereto including all dividends and distributions declared, made or paid on or after the Completion Date.

## **3. CONSIDERATION**

- 3.1 The aggregate Consideration payable for the Sale Shares shall be CHF4,320,000, being the equivalent of HK\$39,671,856 at the exchange rate of 1 CHF = HK\$9.1833, representing CHF0.72 per one (1) Share.
- 3.2 The Consideration shall be satisfied by the Purchaser by way of the issue and allotment of the Consideration Shares to the Vendor, credited as fully paid at HK\$39,671,856 per Listco Share in accordance with Clause 5.3.
- 3.3 For the avoidance of doubt, the Consideration Shares shall be issued on terms that they will rank *pari passu* in all respects with the Listco Shares in issue as at their respective dates of issue and allotment save as regards any right to (i) dividend which may be declared or paid by the Purchaser; or (ii) any other form of shareholder’s rights or benefits against the Purchaser, in either case by reference to a record date which is prior to their respective dates of issue and allotment.
- 3.4 Notwithstanding any provision contained in this Agreement, the Purchaser shall not be required to issue fractional Share as part payment of the Consideration in accordance with Clause 3.3. If pursuant to this Clause 3, the Vendor shall receive a fractional interest in a Consideration Share, then the Purchaser shall, without being

held responsible by the Vendor, be entitled to round down the number of Consideration Shares to be issued to the Vendor to the nearest whole number.

#### **4. CONDITIONS**

4.1 This Agreement other than Clauses 8, 9, 10 and 11 is conditional upon each of the following conditions being satisfied and remaining satisfied up to Completion:

- (a) the passing by the board of directors and the shareholders of the Purchaser (other than those prohibited from voting under the HKEX Listing Rules, if applicable) of all necessary resolutions at the board meeting and general meeting of the Purchaser approving this Agreement, the issue of the Consideration Shares to the Vendor and other transactions contemplated hereunder;
- (b) the Listing Committee of the HKEX having granted an approval (either unconditionally or subject to conditions to which neither the Purchaser, Purchaser nor the Vendor shall reasonably object) for the listing of and permission to deal in the Consideration Shares and such approval not being subsequently revoked prior to the issue and allotment of the Consideration Shares;
- (c) the Purchaser Warranties given as at the date of this Agreement remaining true, accurate and not misleading in all material respects upon repetition of the same immediately prior to the Completion with reference to the facts and circumstances then existing;
- (d) the Vendor Warranties given as at the date of this Agreement remaining true, accurate and not misleading in all material respects upon repetition of the same immediately prior to the Completion with reference to the facts and circumstances then existing;
- (e) all necessary consents, licences and approvals required to be obtained on the part of the Vendor and/or the Target Company in respect of this Agreement and the transactions contemplated thereunder having been obtained and remain in full force and effect; and
- (f) all necessary consents, licences and approvals required to be obtained on the part of the Purchaser in respect of this Agreement and the transactions contemplated thereunder having been obtained and remain in full force and effect.

4.2 The Purchaser may waive the Condition specified in Clause 4.1(d) at any time by notice in writing to the Vendor.

- 4.3 The Vendor may waive the Condition specified in Clause 4.1(c) at any time by notice in writing to the Purchaser.
- 4.4 The Vendor and the Purchaser shall, within their respective capacities, use all their best endeavours to ensure that the Conditions shall be fulfilled by the date referred to in Clause 4.5.
- 4.5 If the Conditions shall not have been fulfilled (or waived in accordance with Clauses 4.2 and/or 4.3) by 31 January 2025 or such later date as the Vendor and the Purchaser may agree in writing, this Agreement and everything herein contained other than Clauses 8, 9, 10 and 11 as aforesaid shall, subject to the liability of any party to the others in respect of any breaches of the terms hereof, including the obligations under Clause 4.4, antecedent thereto, be null and void and of no effect.

## 5. COMPLETION

- 5.1 Subject to all Conditions set out in Clause 4.1 being satisfied (or waived, if applicable), Completion shall take place at 5:00 p.m. on the Completion Date, or such later time or date as the Vendor and the Purchaser may agree.
- 5.2 At the Completion, the Vendor shall deliver or cause to be delivered to the Purchaser:
- (a) a duly executed transfer instruction in respect of the Sale Shares in favour of the Purchaser (or its nominees) containing all the Vendor's bank contacts and settlement details;
  - (b) such other documents as may be required to give to the Purchaser good title to the Sale Shares and to enable the Purchaser or its nominees to become the registered holders thereof (if necessary); and
  - (c) a copy of the minutes of the board meeting or directors' resolutions of the Vendor:
    - (i) approving the execution of this Agreement and such other documents in connection therewith;
    - (ii) approving the subscription of the Consideration Shares;
    - (iii) authorising a director or directors or any person or persons named in such resolutions to follow up on, or participate in, the negotiation, finalisation of the terms, execution (including the affixation of common seal) of and giving effect to this Agreement and such other documents in connection therewith.
- 5.3 At the Completion, the Purchaser shall:



- (a) issue and allot to the Vendor the Consideration Shares for the Consideration in accordance with Clause 3.1 credited as fully paid and shall rank pari passu amongst themselves and all Listco Shares in issue at the Completion Date in all respects;
- (b) promptly procure its share registrars to register the Vendor (or its nominee) as member of the Purchaser, and cause:-
  - (i) the share certificate(s) for the Consideration Shares to be delivered to the depository for HKSCC Nominees Limited for immediate credit to such CCASS participants' accounts or investor participants' accounts as shall be notified by the Vendor to the Purchaser; or
  - (ii) failing the notification as referred to in paragraph (i) above, the share certificate(s) to be delivered physically to the Vendor in respect of the Consideration Shares in the name(s) of the Vendor (or such Associate(s) as may be nominated by the Vendor),

each in such denomination as shall be notified by the Vendor to the Purchaser or, failing such notification, one (1) share certificate to the Vendor in respect of all the Consideration Shares to be issued to the Vendor; and

- (c) deliver a copy of the minutes of the board meeting or directors' resolutions of the Purchaser:
  - (i) approving the execution of this Agreement and such other documents in connection therewith;
  - (ii) authorising a director or directors or any person or persons named in such resolutions to follow up on, or participate in, the negotiation, finalisation of the terms, execution (including the affixation of common seal) of and giving effect to this Agreement and such other documents in connection therewith.

5.4 Without prejudice to any other remedies available to the Purchaser, if in any respect the provisions of Clause 5.2 are not complied with by the Vendor on the Completion Date, the Purchaser may:

- (a) defer the Completion to a date not more than 28 days after the Completion Date (and so that the provisions of this Clause 5.4, apart from this subparagraph (a), shall apply to the Completion as so deferred); or
- (b) proceed to the Completion so far as practicable (without prejudice to its rights hereunder); or

(c) rescind this Agreement.

**6. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS BY THE VENDOR**

- 6.1 The Vendor hereby represents, warrants and undertakes to the Purchaser (to the intent that the provisions of this Clause shall continue to have full force and effect notwithstanding the Completion) in the terms set out in Schedule 2 and acknowledge that the Purchaser in entering into this Agreement is relying on such representations, warranties and undertakings and that the Purchaser shall be entitled to treat the same as conditions of this Agreement.
- 6.2 The Vendor Warranties set out in each paragraph of Schedule 2 shall be deemed to be repeated as at the Completion as if all references therein to the date of this Agreement were references to the Completion Date.
- 6.3 The Vendor will both before and after the Completion promptly notify the Purchaser in writing of any matter or thing of which they become aware which is a material breach of or inconsistent with any of the Vendor Warranties.

**7. PURCHASER WARRANTIES**

- 7.1 The Purchaser hereby warrants and represents to the Vendor that:
- (a) it has been duly incorporated and is validly existing under the laws of the jurisdiction in which it was incorporated;
  - (b) it has full power and authority and has taken all necessary corporate and other actions to authorise the entering into and performance of this Agreement;
  - (c) this Agreement constitutes legal, valid and binding obligations of the Purchaser enforceable in accordance with its terms; and
  - (d) the entering into and performance of this Agreement by it does not and shall not violate in any material respect any provision of its constitution or any applicable law or regulation or any order or decree of any governmental authority, agency or court in any country to which it is subject.
- 7.2 The Purchaser hereby undertakes promptly to notify the Vendor in writing of any matter or thing of which it becomes aware which is or may be a material breach of or inconsistent with any of the Purchaser Warranties whether before or after the Completion.
- 7.3 The Purchaser Warranties shall be deemed to be repeated on the Completion Date as if given or made on such date, with reference in each case to the facts and circumstances then subsisting and shall remain in full force and effect

notwithstanding the Completion.

**8. RESTRICTION ON ANNOUNCEMENTS**

- 8.1 Each of the parties hereto undertakes that prior to the Completion and thereafter it will not (save as required by law or any rule of any relevant stock exchange) make any announcement in connection with this Agreement unless the other parties hereto shall have given their respective written consents to such announcement (which consents may not be unreasonably withheld and may be given either generally or in a specific case or cases and may be subject to conditions). If such announcement is required by law or rule of any relevant stock exchange, the party shall ensure or procure that it or its parent company going to issue such announcement shall (a) consult with the other parties as to the content, manner of making, and timing of any such announcement and (b) comply with such requests in respect thereof as the other parties shall reasonably make. Each party acknowledges and agrees that an announcement in relation to this Agreement will be made by the Purchaser and/or the Vendor on its website and the website of the HKEX and/or any other website in compliance with the HKEX Listing Rules and/or the SIX Listing Rules.
- 8.2 For avoidance of any doubt, each of the parties hereto understands that the disclosure of the transfer of the Sale Shares and/or issuance and allotment of the Consideration Shares and/or any other transaction under this Agreement may be required to be made in compliance with the SIX Listing Rules, the HKEX Listing Rules and/or any other applicable laws, rules and regulations and/or as may be required by the relevant authority in Hong Kong and/or Switzerland.

**9. CONFIDENTIALITY**

Subject to Clause 8, each party shall at all times maintain absolute confidentiality of this Agreement, and shall not, without the prior consent of the other party in writing, disclose any of the contents or existence of this Agreement to any other person at any time (save for its professional advisers, agents, employees or representatives), unless required by any relevant governmental authority or regulatory body, by any law or any listing rules of any relevant stock exchange, or pursuant to an order of a court of competent jurisdiction to be disclosed.

**10. MISCELLANEOUS**

- 10.1 Each party to this Agreement shall pay its own costs and disbursements of and incidental to this Agreement and the sale and purchase hereby agreed to be made provided that any stamp duty (if any) payable on the sale and purchase of the Sale Shares hereunder shall be borne by the Vendor and the Purchaser in equal share.
- 10.2 Each notice, demand or other communication given or made under this Agreement shall be in writing and delivered or sent to the relevant party at its address or email

address(es) set out below (or such other address or email address as the addressee has by five (5) days' prior written notice specified to the other parties):

To the Vendor:	Address:	Gerbergasse 48, 4001 Basel, Switzerland
	Email address:	ir@indexatlas.com
	Attention:	Christian Eich
To the Purchaser:	Address:	902, Harbour Centre, Tower 2, 8 Hok Cheung Street, Hunghom, Kowloon, Hong Kong
	Email addresses:	alex.mong@kkgroup.com.hk and kkfi.account@kkgroup.com.hk
	Attention:	The Board of Directors

Any notice, demand or other communication so addressed to the relevant party shall be deemed to have been delivered (a) if given or made by letter, five (5) Business Days after being dispatched to the recipient by reputable overnight courier service (charges prepaid); and (b) if given or made by email, when dispatched.

- 10.3 No failure or delay by any party in exercising any right, power or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of the same preclude any further exercise thereof or the exercise of any other right, power or remedy. Without limiting the foregoing, no waiver by any party of any breach by the other parties of any provision hereof shall be deemed to be a waiver of any subsequent breach of that or any other provision hereof. If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.
- 10.4 This Agreement shall not be assignable by any party without the written consent of the other parties.
- 10.5 This Agreement (together with any documents referred to herein) constitutes the whole agreement between the parties hereto and it is expressly declared that no variations hereof shall be effective unless made in writing.
- 10.6 The provisions of this Agreement including the representations, warranties and undertakings herein contained, insofar as the same shall not have been fully performed at the Completion, shall remain in full force and effect notwithstanding the Completion.
- 10.7 Any right of rescission conferred upon any party hereby shall be in addition to and

without prejudice to all other rights and remedies available to it.

**11. GOVERNING LAW, JURISDICTION AND SERVICE OF PROCESS**

- 11.1 This Agreement shall be governed by and construed in accordance with the laws of Hong Kong and the parties hereto hereby submit to the non-exclusive jurisdiction of the Courts of Hong Kong. The submission of a party to the jurisdiction of the Hong Kong Courts shall not restrict the right of the other parties to take proceedings against the first mentioned party in any other courts having, claiming or accepting jurisdiction over such first mentioned party or any of its assets, nor shall the taking of proceedings in any one or more jurisdiction preclude the taking of proceedings in any other jurisdiction whether concurrently or not.
- 11.2 A document which starts or is otherwise required to be served in connection with any legal action or proceedings relating to any claim or dispute arising out of or in connection with this Agreement may be served on the relevant party in the same manner as notices in accordance with Clause 10. This sub-clause does not prevent such document being served in other manner permitted by law.

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**SCHEDULE 1**

**Details of the Target Company as at the date of this Agreement**

1.	Name	:	Youngtimers AG	
2.	Place of incorporation	:	Switzerland	
3.	Business identification number	:	CHE-101.017.162	
4.	Date of incorporation	:	17 December 1998	
5.	Issued share capital		CHF 26,045,697.72, consisting of 62,013,566 bearer shares with a par value of CHF 0.42 each	
6.	Corporate legal headquarter address	:	Gerbergasse 48, 4001 Basel, Switzerland	
7.	Shareholders (with a participation exceeding 10% known to the Target Company)		<b>Name</b>	<b>Percentage of shareholding</b>
			L Holding Srl	23.68%
		:	LCiC Inc	14.51%
			Digital Domain Holding Ltd	22.58%
			Digital Knight Finance Sàrl	16.13%
8.	Directors	:	Christian Eich, Chairman of the Board of Directors Renger van den Heuvel, CEO, Member of the Board of Directors Lorenzo Landini, member of the Board of Directors Motoko Yorozu, member of the Board of Directors	
9.	Principal business	:	an investment company	

**SCHEDULE 2**  
**VENDOR'S REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS**

The Vendor hereby warrant and represent to the Purchaser that:-

1. **THE SALE SHARES**

- 1.1 The Vendor is the sole registered, legal and beneficial owners of the Sale Shares to be sold by them and are entitled to sell, assign and transfer such Sale Shares to the Purchaser.
- 1.2 All rights now attached to the Sale Shares are valid, effective, enforceable, and subsisting.
- 1.3 The Sale Shares have been duly authorised, allotted and issued.
- 1.4 As at the date hereof, the Sale Shares constitute approximately 9.68% of the issued share capital of the Target Company and are fully paid up or credited as such and are free and clear from all Encumbrances and other third party rights.
- 1.5 The Sale Shares rank *pari passu inter se*.

2. **GENERAL INFORMATION**

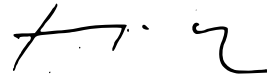
- 2.1 The Vendor has full power and authority to enter into this Agreement and to perform its obligations hereunder. This Agreement shall, when executed by the Vendor, constitute valid and binding obligations of the Vendor in accordance with its terms.
- 2.2 The execution and delivery of this Agreement by the Vendor do not violate in any material respect any provision of applicable laws, rules and regulations.
- 2.3 The Vendor has been duly incorporated and is validly existing under the laws of the jurisdiction in which it was incorporated.
- 2.4 The Vendor has full power and authority and has taken all necessary corporate and other actions to authorise the entering into and performance of this Agreement.
- 2.5 The entering into and performance of this Agreement by the Vendor does not and shall not violate in any material respect any provision of its constitution or any applicable law or regulation or any order or decree of any governmental authority, agency or court in any country to which it is subject.

IN WITNESS WHEREOF this Agreement has been executed on the day and year first above written.

**The Vendor**

**SIGNED** by Christian Eich  
for and on behalf of  
**IndexAtlas AG**  
in the presence of:  
Viktorija Gauryliute

)  
)  
)  
)  
)





**The Purchaser**

**SIGNED** by MONG CHEUK WAI )  
for and on behalf of )  
**Kingkey Financial International (Holdings)** )  
**Limited (京基金融國際(控股)有限公司)** )  
in the presence of: )  
Patricia Yip )

