

DATED the 5th day of December 2024

WANG PING (王平);

CUI JUAN (崔娟); AND

**FAR-EAST FORTUNE MANAGEMENT (CHINA) CO., LTD.
(遠東財富管理(中國)有限公司)**

in favour of

**NUMANS HEALTH FOOD HOLDINGS COMPANY LIMITED
(紐曼思健康食品控股有限公司)
FOR ITSELF AND AS TRUSTEE FOR EACH OF ITS SUBSIDIARIES**

DEED OF INDEMNITY

THIS DEED is made on the 5th day of December 2024

BY:

- (1) **THE PERSONS** whose names, and residential or registered addresses are set out in Schedule 1 hereto ("**Indemnifiers**").

IN FAVOUR OF:

- (2) **NUMANS HEALTH FOOD HOLDINGS COMPANY LIMITED (紐曼思健康食品控股有限公司)** (the "**Company**"), a company incorporated under the Companies Act (as consolidated and revised) of the Cayman Islands as an exempted company with limited liability on 21 January 2019, the registered office of which is at Cricket Square, Hutchins Drive, P.O. Box 2681, Grand Cayman KY1-1111, Cayman Islands and whose address for service in Hong Kong is 2408, World-Wide House, 19 Des Voeux Road Central, Central, Hong Kong for itself and as trustee for **THE SEVERAL COMPANIES** (the "**Subsidiaries**") whose names are set out in Schedule 2 hereto.

WHEREAS:

- (A) The Company intends to obtain listing ("**Listing**") of its shares ("**Shares**") in issue and to be issued on the Main Board of The Stock Exchange of Hong Kong Limited ("**Stock Exchange**") as described in the Prospectus.
- (B) The Indemnifiers have agreed to give certain indemnities, jointly and severally, with and in favour of Company (for itself and as trustee for each of the Subsidiaries) subject to the terms and in accordance with the conditions set out in this Deed.

NOW THIS DEED WITNESSES AND IT IS HEREBY AGREED as follows:

1. INTERPRETATION

1.1 In this Deed, including the Recitals, the following expressions shall have the following meanings except where the context otherwise requires:

- (a) "**Accounts Date**" means 30 June 2024;
- (b) "**Estate Duty**" means the estate duty payable under the Estate Duty Ordinance and/or any applicable amounts under any equivalent laws of any jurisdiction outside Hong Kong which includes any interest, penalty or other liability arising in connection with the imposition or non-payment or delay in payment of such duty;
- (c) references to "**Estate Duty Ordinance**" are references to the Estate Duty Ordinance (Chapter 111 of the Laws of Hong Kong) or any equivalent laws of any jurisdiction outside Hong Kong as in force at the date of this Deed but in the event of any repeal or amendment of such provisions such reference shall be read as including any provisions to the like effect respectively replacing or amending the same;
- (d) "**Hong Kong**" means the Hong Kong Special Administrative Region of the PRC;

- (e) “**Members**” mean collectively the Company and the Subsidiaries and “**Member**” means any one of them;
- (f) “**PRC**” means the People’s Republic of China, which excludes, for the purpose of this Deed, Hong Kong, the Macau Special Administrative Region of the People’s Republic of China and Taiwan;
- (g) “**Prospectus**” means the prospectus proposed to be issued by the Company in connection with the Listing;
- (h) “**Relevant Properties**” means the properties owned by, leased to or otherwise occupied by the Members in the PRC;
- (i) a “**relevant transfer**” in relation to any person means any transfer made by that person of any property other than an interest limited to cease on his or her death or property which he or she transferred in a fiduciary capacity being made on or before the date of Listing and such transfer means any transaction of the kind described by the words “**a transfer of any property other than an interest limited to cease on his death or property which he transferred in a fiduciary capacity**” in section 35 of the Estate Duty Ordinance interpreted in accordance with the provisions contained in section 3 of the Estate Duty Ordinance;
- (j) “**Relief**” includes any relief, allowance, concession, set off or deduction in computing profits, gains, income, expenditure or other assessable sum, event or circumstance against which a Taxation is assessed, and any credit granted by or pursuant to any legislation or otherwise relating to all forms of Taxation;
- (k) “**Taxation**” means:
 - (1) Estate Duty and any liability of any or all of the Members to any form of taxation and duty whenever created or imposed, whether of Hong Kong, the PRC or of any other part of the world, and without prejudice to the generality of the foregoing includes (without limitation) profits tax, provisional profits tax, business tax on gross income, income tax, land appreciation tax, value added tax, interest tax, salaries tax, property tax, consumption tax, sales tax, lease registration tax, capital gains tax, death duty, capital duty, stamp duty, payroll tax, withholding tax, rates, import, customs and excise duties and generally any tax duty, impost, levy or rate or any amount payable to the revenue, customs or fiscal authorities of local, municipal, provincial, national, state or federal level whether of Hong Kong, the PRC or of any other part of the world;
 - (2) such amount or amounts as is or are referred to in Clause 1.2; and
 - (3) all actual fines, penalties, liabilities, costs, charges, expenses and interests incidental or relating to any liability to taxation or the deprivation of Relief including the costs and expenses incurred in settlement or legal proceedings in connection with any Taxation Claim or of a right to repayment of Taxation which is the subject of the indemnity contained in Clause 4 to the extent that the same is/are payable or suffered by any Member; and

- (l) “**Taxation Claim**” includes (without limitation) any claim, counter-claim, assessment, notice, demand or other documents issued or action taken by or on behalf of the Inland Revenue Department of Hong Kong, or the tax bureau of the PRC or any other statutory or governmental authority whatsoever in Hong Kong, the PRC or any other part of the world from which it appears that any Member is liable or is sought to be made liable for any payment of any form of Taxation or to be deprived of or denied or sought to be deprived of or denied any Relief or right to repayment of any form of Taxation which Relief or right to repayment would but for the Taxation Claim have been available to any of the Members.

1.2 In the event of any loss, reduction, modification, cancellation or deprivation of any Relief or of a right to repayment of any form of Taxation, there shall be treated as an amount of Taxation for which a liability has arisen the amount of such Relief or repayment or (if smaller) the amount by which the liability to any such Taxation of any Member would have been reduced by such Relief or repayment if there had been no such loss, reduction, modification, cancellation or deprivation as aforesaid, applying the relevant rates of Taxation in force in the period or periods in respect of which such Relief or repayment would have applied or (where the rate has at the relevant time not been fixed) the last known rate and assuming that the Member had sufficient profits, turnover or other assessable income or expenditure against which such Relief might be set off or given.

1.3 References in this Deed to:-

- (a) Clauses and Recitals are references to clauses of and recitals to this Deed;
- (b) any statute, regulation or other statutory provision are references to such statute, regulation or provision as from time to time amended, modified, consolidated, codified or re-enacted and includes subsidiary legislation made thereunder;
- (c) a company include a body corporate (wherever incorporated);
- (d) a person include any corporation, unincorporated association, institution or trustee; and
- (e) any specific provision of this Deed or any other document shall be construed as references to that provision of this Deed or that other document, as amended, varied or modified from time to time.

1.4 Headings in this Deed are for ease of reference only and shall not affect the interpretation or construction of this Deed.

1.5 In this Deed, words denoting the singular include the plural and vice versa, words denoting one gender include all genders.

1.6 In construing this Deed:-

- (a) the rule known as the *ejusdem generis* rule shall not apply and accordingly general words introduced by the word "other" shall not be given a restrictive meaning by reason of the fact that they are preceded by words indicating a particular class of acts, matters or things; and

- (b) general words shall not be given a restrictive meaning by particular examples intended to be embraced by the general words.

2. CONDITIONS PRECEDENT

2.1 The provisions contained in this Deed are conditional on the conditions stated in the paragraph headed “Conditions of the Global Offering” under the section headed “Structure and Conditions of the Global Offering” in the Prospectus being fulfilled or, to the extent permitted, waived by the relevant party. If such conditions are not fulfilled or, to the extent permitted, waived on or before the date falling thirty (30) days from the date of the Prospectus, or such later date as the parties to this Deed may agree, this Deed shall become null and void and cease to have effect and no party shall have any liability hereunder (without prejudice to any right of the party in respect of antecedent breaches).

3. ESTATE DUTY INDEMNITY

3.1 The Indemnifiers hereby undertake with each of the Members that they will jointly and severally indemnify and at all times keep them and each of them fully indemnified on demand against any depletion in or reduction in value of their respective assets, or increase in their respective liabilities, or any loss or depreciation of any Relief of any Member as a direct or indirect consequence of, and in respect of any amount which any Member may hereafter become liable to pay, being:

- (a) any duty which is or hereafter becomes payable by any Member by virtue of section 35 of the Estate Duty Ordinance or under the provisions of section 43 of the Estate Duty Ordinance (or the equivalent thereof under the laws of any jurisdiction outside Hong Kong) by reason of the death of any person and by reason of the assets of any Member or any of such assets being deemed for the purpose of Estate Duty to be included in the property passing on his or her death by reason of that person making or having made a relevant transfer to any Member at any time on or before the Listing; and/or
- (b) any amount recovered (now or hereafter) against any Member under the provisions of section 43(7) of the Estate Duty Ordinance in respect of any duty payable under section 43(1) of the Estate Duty Ordinance (or the equivalent thereof under the laws of any jurisdiction outside Hong Kong) by reason of the death of any person and by reason of the assets of any Member or any of such assets being deemed for the purpose of Estate Duty to be included in the property passing on his or her death by reason of that person making or having made a relevant transfer to any Member at any time on or before the Listing; and/or
- (c) any amount of duty which any Member is obliged to pay by virtue of section 43(1)(c) of the Estate Duty Ordinance (or the equivalent thereof under the laws of any jurisdiction outside Hong Kong) in respect of the death of any person in any case where the assets of another company or any of them are deemed for the purpose of Estate Duty to be included in the property passing on that person's death by reason of that person making or having made a relevant transfer to that other company and by reason of any Member having received any distributed assets of that other company on their distribution within the meaning of the Estate Duty Ordinance, in each case at any time on or before the Listing, but only to the extent

to which such Member is unable to recover an amount or amounts in respect of that duty from any other person under the provisions of section 43(7)(a) of the Estate Duty Ordinance.

3.2 Notwithstanding any other provision of this Deed, the Indemnifiers will not be liable for any penalty imposed on any Member under section 42 of the Estate Duty Ordinance by reason of such Member defaulting in any obligation to give information to the Commissioner of Estate Duty under section 42(1) of the Estate Duty Ordinance.

4. TAXATION INDEMNITY

4.1 Without prejudice to any of the foregoing provisions of this Deed and subject as hereinafter provided, the Indemnifiers hereby undertake with each of the Members that they will jointly and severally indemnify and at all times keep them and each of them fully indemnified on demand against Taxation and Taxation Claim, together with all costs (including all legal and other professional costs), fines, penalties, charges, expenses or other liabilities which any Member may incur in connection with (i) the investigation, assessment or the contesting of any Taxation Claim; (ii) the settlement of any claim under this Deed; (iii) any legal proceedings in which any Member claims under or in respect of this Deed and in which judgment is given for such Member; or (iv) the enforcement of any such settlement or judgment, falling on any Member resulting from or by reference to any income, profits or gains earned, accrued or received on or before the date of Listing or any transactions, events, matters or things entered into or occurring on or before the date of Listing, whether alone or in conjunction with any other circumstances whenever occurring and whether or not such Taxation or Taxation Claim is chargeable against or attributable to any other person, firm, company or corporation.

4.2 The indemnity contained in Clause 4.1 above shall not apply:

- (a) to the extent that provision or reserve has been made for such Taxation in the audited accounts of the Members or any of them up to the Accounts Date; or
- (b) to the extent that such Taxation Claim or liability for such Taxation falling on any Member in respect of its accounting periods commencing on the calendar day immediately after the Accounts Date and ending on the date of Listing, where such Taxation Claim or liability would not have arisen but for some act or omission of, or transaction voluntarily entered into by any Member (whether alone or in conjunction with some other act, omission or transaction, whenever occurring) without the prior written consent or agreement of the Indemnifiers other than any such act, omission or transaction carried out, made or entered into pursuant to a legally binding commitment created on or before the Accounts Date or pursuant to any statement of intention made in the Prospectus; or
- (c) to the extent that such Taxation Claim or liability for such Taxation arises or is incurred as a result of the imposition of Taxation as a consequence of any retrospective change in the law, rules and regulations, or the interpretation or practice thereof by the Inland Revenue Department of Hong Kong or the taxation authority of the PRC or any other relevant authority (whether in Hong Kong, the PRC or any other part of the world) coming into force after the date of this Deed or to the extent such Taxation Claim or liability for such Taxation arises or is increased by an increase in rates of Taxation after the date of this Deed with retrospective effect; or

- (d) to the extent that any provision or reserve made for Taxation in the audited accounts of the Members or any of them up to the Accounts Date which is finally established to be an over-provision or an excessive reserve in which case the Indemnifiers' liability (if any) in respect of such Taxation shall be reduced by an amount not exceeding such provision or reserve, provided that the amount of any such provision or reserve applied pursuant to this Clause 4.2(d) to reduce the Indemnifiers' liability in respect of Taxation shall not be available in respect of any such liability arising thereafter.

5. OTHER INDEMNITIES

5.1 The Indemnifiers hereby undertake with each of the Members that the Indemnifiers will jointly and severally indemnify and at all times keep the Members and each of them fully indemnified on demand against any loss, liability, damages, claims, fines, penalties, orders, expenses and costs or loss of profits, benefits or other commercial advantages suffered by any of the Members as a result of or in connection with:

- (a) the title of any of the Relevant Properties not being good and/or marketable or being subject to encumbrances (including without limitation the absence of building ownership certificate(s) of any of the Relevant Properties as at the date of Listing);
- (b) the relocation of any office and/or production plants on the Relevant Properties by such Member arising from or in connection with the lack of relevant title certificates or documents by any of the Members or the lessor or, if applicable the lessors' registration default in relation to the lease agreements to the extent that damages, if any, recovered from the relevant lessor are inadequate to cover the related costs of such Member;
- (c) such Member's failure to obtain the relevant building ownership certificates and/or other title certificates of any of the Relevant Properties (including but not limited to any relocation costs, operating losses, penalties and rental difference between new lease and the existing ones incurred or suffered by any of the Members as a result of any disputes as to such Member's rights to lease and/or use any of the properties for its business operation);
- (d) the reorganisation of the group of the Company in preparation of the Listing; and
- (e) (i) any actual or potential litigation, claim, action, prosecution, arbitration, mediation, alternative dispute resolution or other similar proceedings (collectively the "**Proceedings**") and/or (ii) any dispute with any person(s) (including, without limitation, any governmental authority) relating to any of the events referred to in sub-Clauses (a) to (d) above,

and any such claim for liability as mentioned in this Clause 5.1 above together is referred to as the "**Title Claim**".

5.2 The Indemnifiers hereby undertake with each of the Members that the Indemnifiers will jointly and severally indemnify and at all times keep the Members and each of them fully indemnified on demand against:

- (a) any costs, claims, damages, expenses, losses, penalties, liabilities, actions and proceedings which any Member may incur, suffer, accrue, directly or indirectly, from any act of such Member arising from or in connection with any non-compliance of any Member on or before the date of Listing, including but not limited to the non-compliances as disclosed in the Prospectus or all litigation, arbitration, claims, counter-claims, actions, complaints, demands, judgments, and/or legal proceedings by or against any Member which was issued, accrued and/or arising from any act of any Member at any time on or before the Listing;
- (b) any penalty which may be imposed on any Member, or any costs, expenses and losses which such Member may suffer in connection with such penalty, due to such Member's failure to duly make all relevant filings or reports and supply all other information required to be supplied to any relevant governmental authority of the PRC, or to observe any laws, regulations or rules in the PRC in this regard;
- (c) any statements in the Prospectus or any offering circulars or in any announcements, documents, materials, communications or information whatsoever made, given, released or arising out of, in relation to or in connection with any Member or the Global Offering (as defined in the Prospectus) (whether or not approved by the joint global coordinators, the joint bookrunners or any of the underwriters) being, or being alleged to be, (i) defamatory of any person or in breach of any contractual, confidentiality or other obligation owed by any Member pursuant to any agreement, business relationship or otherwise; or (ii) not containing any information material in the context of Global Offering whether required by law or any information as investors and their professional advisers would reasonably require, and reasonably expect to find therein, for the purpose of making an informed assessment of the assets, liabilities, financial position, profits and losses and prospects of the group of the Company and its subsidiaries and the rights attaching to the offer Shares,

and any such claim for liability as mentioned in this Clause 5.2 above together is referred to as the “**Non-compliance Claim**”.

5.3 The indemnity contained in Clause 5.2 above shall not apply to any costs and expenses associated with any of the Non-compliance Claim to the extent of any provision being made in the financial statements of the relevant Member up to the Accounts Date.

5.4 The Indemnifiers hereby undertake with each of the Members that the Indemnifiers will jointly and severally indemnify and at all times keep the Members and each of them fully indemnified from any depletion in or reduction in value of their assets or any loss (including all legal costs and suspension of operation), cost, expenses, damages or other liabilities which any Member may incur or suffer arising from or in connection with the implementation of the corporate reorganisation of the Company in the preparation for the Listing, particulars of which are set forth in the Prospectus, any claim for liability as mentioned in this Clause 5.4 is referred to as the “**Reorganisation Claim**”.

6. NO DOUBLE CLAIMS

6.1 No claim under this Deed shall be made by more than one of the Members in respect of the same (a) Taxation or Taxation Claim, or (b) Title Claim, or (c) Non-compliance Claim, or (d)

Reorganisation Claim (collectively called the “**Claim(s)**”).

7. CLAIMS

7.1 In the event of any Claims arising, each of the Members shall by way of covenant but not as a condition precedent to the liability of the Indemnifiers hereunder give or procure that notice thereof is as soon as reasonably practicable given to the Indemnifiers in the manner provided in Clause 13; and, as regards any such Claims, each Member shall at the request of the Indemnifiers take such action, or procure that such action be taken, as the Indemnifiers may reasonably request to cause such Claims to be withdrawn, or to dispute, resist, appeal against, compromise or defend the Claims and any determination in respect thereof but subject to the relevant Member being indemnified and secured to its or their reasonable satisfaction by the Indemnifiers against all losses (including additional Taxation), costs, damages and expenses which may be thereby incurred.

7.2 Neither the Company nor any other Members shall be obliged to avoid, resist or appeal against any Claims if, having given written notice to the Indemnifiers of the receipt of any of that claim, it has not within fourteen (14) days thereof received a request in writing from the Indemnifiers to make that object or appeal.

7.3 Notwithstanding the provisions of Clause 7.1 above, the relevant Member shall be entitled in its absolute and sole discretion to settle any Claims within four (4) weeks of receiving notice of any of such claim if:

- (a) the Indemnifiers fail to agree to indemnify the relevant Member to its reasonable satisfaction in respect of liability, costs, damages or expense referred to in Clause 7.1 above;
- (b) the relevant Member reasonably considers that failure to settle the Claims would have a material and adverse effect on its business, operations, financial condition, prospects or the interests of its shareholder(s); or
- (c) the Company reasonably considers that to object to, avoid, resist or appeal against any such Claims would lead to the Company or the relevant Member suffering a material and adverse effect on its business, operations, financial condition, prospects or the interest of its shareholder(s).

7.4 Without the prior written approval of the Company, the Indemnifiers shall make no settlement of any Claims nor agree on any matter in the course of disputing any Claims likely to affect the amount thereof or the future taxation liability of any Member.

8. PAYMENTS

8.1 If after the Indemnifiers have made any payment pursuant to Clause 4 hereof, any Member shall receive a refund of all or part of the relevant Taxation (whether pursuant to section 79 of the Inland Revenue Ordinance (Chapter 112 of the Laws of Hong Kong) or similar legislation elsewhere or otherwise), such Member (if it shall receive such refund) shall repay or (if another of the Members shall receive such refund) procure the repayment by such other Member, as the case may be, to the Indemnifiers a sum corresponding to the amount of such refund less:

- (a) any expenses, costs and charges properly incurred by the Members in recovering such refund; and

- (b) the amount of any additional Taxation which shall not have been taken into account in calculating any other payment made or to be made pursuant to this Clause but which is suffered by any of the Members in consequence of such refund.

8.2 Any payments due by the Indemnifiers pursuant to the foregoing provisions of this Deed shall be paid within fourteen (14) day from the date of receiving the notice from the relevant Member (the “**First Notice Date**”). Any sum not paid by the Indemnifiers on or before the First Notice Date shall be increased to include such interest on unpaid tax as any Member shall have been required to pay pursuant to section 71(5) or section 71(5A) of the Inland Revenue Ordinance or similar legislation elsewhere.

8.3 Any payment made by or due from the Indemnifiers under this Deed shall be made gross, free from and clear of any rights of Taxation, counterclaim or set-offs and without any deduction or withholdings as may be required by law.

8.4 In the event that any deductions or withholdings are required by law, or that any payments made by or due from the Indemnifiers under this Deed are liable for Taxation, then the Indemnifiers shall be liable to pay to the relevant Member to whom the payments are made or due such further sums as will ensure that the aggregate of the sums paid or payable shall, after making all deductions and withholdings from, or deducting liabilities to Taxation in respect of, such sums, leave the relevant Member with the same amount as it/they would have been entitled to receive in the absence of any such deductions, withholdings or liabilities to Taxation.

9. BINDING EFFECT AND CONTRACTS (RIGHTS OF THIRD PARTIES) ORDINANCE

9.1 The Deed shall bind the Indemnifiers and his/its personal representatives and successors and shall enure for the benefit of each party’s successors and assigns.

9.2 For the benefit of the Company and the Subsidiaries, any Member may enforce or enjoy the benefit of any of the terms under this Deed pursuant to the Contracts (Rights of Third Parties) Ordinance (“**Contracts ROTP Ordinance**”, Chapter 623 of the Laws of Hong Kong). Consent of any of the Subsidiaries for any variation or termination of the Deed is not required provided that the Company has given its consent for such variation or termination. Except as provided otherwise in this Deed, a person who is not a party to this Deed shall have no rights under the Contracts ROTP Ordinance to enforce or enjoy the benefit of any provision of this Deed. Nothing in this Deed operates to prevent or limit the right of the Company or any Member to assign, novate or otherwise confer any benefit or interest in favour of any other party.

10. FURTHER UNDERTAKING

10.1 The Indemnifiers jointly and severally undertake with each of the Members that he/she/it will on demand do all such reasonable acts and things and execute all such deeds and documents as may be necessary to carry into effect or to give legal effect to the provisions of this Deed and the indemnities hereby contemplated.

11. ASSIGNMENT

11.1 The whole or any part of the benefit of this Deed may be assigned by the Company or any other Member but not by any other parties hereto.

12. SEVERABILITY

12.1 Any provision of this Deed prohibited by or which is unlawful or unenforceable under any applicable law actually applied by any court of competent jurisdiction shall, to the extent required by such law, be severed from this Deed and rendered ineffective so far as is possible without modifying the remaining provisions of this Deed. Where, however, the provisions of any such applicable law may be waived, they are hereby waived by the parties hereto to the full extent permitted by such law to the end that this Deed shall be valid, binding and enforceable in accordance with its terms.

13. NOTICES

13.1 Any notice, demand or other communication given or made under this Deed shall be in writing and shall be delivered personally or sent by registered or recorded delivery post, postage prepaid to the respective party at the address set out herein or such other address as may have been last notified in writing by or on behalf of such party to the other parties hereto with specific reference to this Deed. Any such notice shall be deemed to be served at the time when the same is handed to or left at the address of the party to be served and if served by post or facsimile at the time it would have been received in the normal course of post or facsimile.

To the Indemnifiers:	the address set opposite their respective name in Schedule 1
To the Company or the Subsidiaries	Numans Health Food Holdings Company Limited 紐曼思健康食品控股有限公司 Attention: The Board of Directors Address: 2408, World-wide House, 19 Des Voeux Road Central, Central, Hong Kong

14. PROCESS AGENT

14.1 Each of the Indemnifiers hereby irrevocably appoints Mr. Tang Tsz Tsun of Flat D, 23/F, No. 2 Park Road, Mid-levels, Hong Kong as his/her/its agent to accept service of legal process out of the courts of Hong Kong in connection with this Deed. Each of the Indemnifiers further agrees to maintain a duly appointed agent in Hong Kong to accept service of process out of the courts of Hong Kong and to keep the other parties to this Deed informed of the name and address of such agent. Service on the agent named in this Clause 14.1 above (or such agent as referred to above) shall be deemed to be service on such Indemnifier.

15. NO WAIVER

15.1 No failure or delay by the Company or any other Member in exercising any right, power or remedy under this Deed shall operate as a waiver thereof, nor shall any single or partial exercise by any of them of the same preclude any further exercise thereof or the exercise of any other right, power or remedy.

16. GENERAL

16.1 No variation of or amendment to this Deed shall be effective unless it is made in writing and signed by or on behalf of each of the parties to this Deed.

16.2 This Deed may be executed in any number of counterparts by the parties hereto on separate counterparts each of which when executed shall be binding on the party who has executed it and all of which when taken together shall constitute one and the same document.

16.3 No breach of any provision of this Deed shall be capable of being waived or discharged except with the express written consent of the Company.

16.4 The Company shall bear the legal and professional fees, costs and expenses incurred in relation to the registration, preparation and execution of this Deed.

16.5 This Deed sets forth the entire agreement and understanding between the parties or any of them in relation to the subject matter of this Deed, and supersedes and cancels in all respects all previous agreements, letters of intent, correspondence, understandings, agreements and undertakings (if any) between the parties hereto with respect to the subject matter hereof, whether such be written or oral.

17. GOVERNING LAW AND JURISDICTION

17.1 This Deed is governed by and shall be construed in accordance with the laws of Hong Kong and the parties hereto hereby irrevocably submit to the non-exclusive jurisdiction of the courts of Hong Kong in relation to any proceedings arising out of or in connection with this Deed.

IN WITNESS whereof this Deed of Indemnity has been duly executed the day and year first above written.

SCHEDULE 1

The Indemnifiers

<u>Name of Indemnifiers</u>	<u>Residential/Registered Address</u>
Wang Ping (王平)	Flat D, 50/F, Block 5 The Belcher's, Phase 2 89 Pok Fu Lam Road Pok Fu Lam Hong Kong
Cui Juan (崔娟)	Flat D, 50/F, Block 5 The Belcher's, Phase 2 89 Pok Fu Lam Road Pok Fu Lam Hong Kong
Far-East Fortune Management (China) Co., Ltd. (遠東財富管理(中國)有限公司)	3 rd Floor, J&C Building Road Town Tortola VG1110 British Virgin Islands

SCHEDULE 2

The Subsidiaries

<u>Name</u>	<u>Place of incorporation/ establishment</u>
Hontat Management Consulting (China) Ltd. (瀚達管理顧問(中國)有限公司) (formerly known as Paclight Associates Incorporated)	British Virgin Islands
Numans Holdings Limited (紐曼思控股有限公司) (formerly known as Matglobe Trading Limited, Yantai Non-Ferrous Metals Group Trading Company Limited and Nemans Holdings Limited (紐曼思控股有限公司))	Hong Kong
Shanghai Rujian International Trading Co., Ltd.* (上海乳健國際貿易有限公司)	The People's Republic of China
Gold Nemans (Shanghai) Foods Co., Limited* (金紐曼思(上海)食品有限公司)	The People's Republic of China
Hontat (Shanghai) Nutritional Food Co., Ltd.* (瀚達(上海)營養食品有限公司)	The People's Republic of China
Shanghai Aumay Dairy Company Limited* (上海澳美澳乳業有限公司)	The People's Republic of China
Numans (Global) Sales Limited (formerly known as Kolaris Global Limited)	Republic of Seychelles

**For identification purpose only.*

EXECUTION PAGE

INDEMNIFIERS

SIGNED, SEALED AND DELIVERED

by **WANG PING (王平)**

in the presence of:

)
)
)



TANG YU HIM
Solicitor, Hong Kong SAR
Wan & Tang

EXECUTED as a deed for and on behalf of
FAR-EAST FORTUNE MANAGEMENT
(CHINA) CO., LTD.
(遠東財富管理(中國)有限公司)
by **WANG PING (王平)** as director
in the presence of:

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TANG YU HIM
Solicitor, Hong Kong SAR
Wan & Tang

SIGNED, SEALED AND DELIVERED
by CUI JUAN (崔娟)
in the presence of:

)
)
)



TANG YU HIM
Solicitor, Hong Kong SAR
Wan & Tang