## NON-DISPOSAL UNDERTAKINGS AND ESCROW ARRANGEMENT

Each of the Initial Management Shareholders has undertaken with the Stock Exchange, the Company and DBS Asia (acting on behalf of the Underwriters) that (i) for a period of 6 months from the date on which dealings in the Shares commence on GEM (the "Six Month Period"), it or he will not, save as provided in Rule 13.17 of the GEM Listing Rules, dispose of (or enter into any agreement to dispose of) nor permit the registered holder to dispose of (or enter into any agreement to dispose of) any of its/his direct or indirect interests in the Shares held by it or him immediately following completion of the Placing (the "Relevant Securities"). Each of Mr. Tse Ping, Conspicuous Group Limited, Remarkable Industries Limited and Validated Profits Limited has further undertaken to the Company, DBS Asia (acting on behalf of the Underwriters) and the Stock Exchange that during the further six month period following the expiration of the Six Month Period (the "Second Six Month Period"), he or it will not, save as provided in Rule 13.17 of the GEM Listing Rules, dispose of (or enter into any agreement to dispose of) any of his or its interests in the Relevant Securities to the extent that they will cease to have control over 35 per cent. of the voting powers at general meetings of the Company.

Each of Conspicuous Group Limited, Remarkable Industries Limited, Validated Profits Limited and Discover Profits Limited will place in escrow, with an escrow agent approved by DBS Asia acceptable to the Stock Exchange, its Relevant Securities for the Six Month Period and Conspicuous Group Limited, Remarkable Industries Limited and Validated Profits Limited will continue to place its Relevant Securities in escrow during the Second Six Month Period such that Mr. Tse Ping, Conspicuous Group Limited, Remarkable Industries Limited and Validated Profits Limited will together maintain control of over 35 per cent. of the voting powers at general meetings of the Company.

## OTHER UNDERTAKINGS

Each of the Initial Management Shareholders has further undertaken to the Company, DBS Asia (acting on behalf of the Underwriters) and the Stock Exchange that (a) when it or he during the Six Month Period pledges or charges any interests in the Relevant Securities, it or he shall immediately inform the Company and DBS Asia (acting on behalf of the Underwriters) in writing of such pledge or charge together with the number of such securities so pledged or charged, the purpose for which the pledge or charge is made and such other relevant details; and that (b) when it or he receives indications, either verbal or written, from any pledgee or chargee that the interest of the Relevant Securities pledged or charged by it or him will be or has been disposed of, it or he shall immediately inform the Company and DBS Asia (acting on behalf of the Underwriters) in writing of such indication for disposal.

Each of Mr. Tse Ping, Conspicuous Group Limited, Remarkable Industries Limited and Validated Profits Limited has further undertaken to the Company, DBS Asia (acting on behalf of the Underwriters) and the Stock Exchange that (a) when it or he during the Second Six Month Period pledges or charges any interests in any of its or his direct or indirect interests in the Shares held by it or him, it or he shall immediately inform the Company and DBS Asia (acting on behalf of the Underwriters) in writing of such pledge or charge together with the number of such securities so pledged or charged, the purpose for which the pledge or charge is made and such other relevant details; and that (b) when it or he receives indications, either verbal or written, from any pledgee or chargee that the interest of the Relevant Securities pledged or charged by it or him will be or has been disposed of, it or he shall immediately inform the Company and DBS Asia (acting on behalf of the Underwriters) in writing of such indication for disposal.