

Dated: 18 October 2025
日期: 2025 年 10 月 18 日

ZENITH HOPE LIMITED

鼎希有限公司
as Vendor
作为卖方

AND

及

HONG KONG SHENG YUAN HOLDING CO., LIMITED

香港盛源控股有限公司
as Purchaser
作为买方

AGREEMENT

**for the sale and purchase of 247,708,066 shares in
CHINA KANGDA FOOD COMPANY LIMITED**

有关中国康大食品有限公司**247,708,066**股股份之买卖协议

 **Howse Williams**

27/F, Alexandra House
18 Chater Road
Central, Hong Kong
Tel: 2803 3688
Fax: 2803 3618

Ref: CKKY/JYTL/H.01222.00001

THIS AGREEMENT (the “**Agreement**”) is made on 18 October 2025

本协议（「本协议」）于2025年10月18订立。

BETWEEN:

协议方：

1. **ZENITH HOPE LIMITED**, a company incorporated in the British Virgin Islands with limited liability, the registered office of which is situated at Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands (the “**Vendor**”); and
鼎希有限公司，一家于英属维尔京群岛注册成立的有限责任公司，其注册办事处位于Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands（「卖方」）；及
2. **HONG KONG SHENG YUAN HOLDING CO., LIMITED** 香港盛源控股有限公司, a company incorporated in Hong Kong with limited liability, the registered office of which is situated at Unit 1610, 16/F, Tower 2, Silvercord, No. 30 Canton Road, Tsim Sha Tsui, Hong Kong (the “**Purchaser**”).
香港盛源控股有限公司，一家于香港注册成立的有限公司，其注册办事处位于香港尖沙咀广东道30号新港中心2座16楼1610室（「买方」）。

WHEREAS:

鑒於：

- (A) China Kangda Food Company Limited 中國康大食品有限公司 (the “**Company**”) is a company incorporated in Bermuda as an exempted company with limited liability under the Companies Act 1981 of Bermuda and whose registered office is situated at Victoria Place, 5th Floor, 31 Victoria Street, Hamilton HM 10, Bermuda. As at the date hereof, the authorized share capital of the Company is HK\$500,000,000 divided into 2,000,000,000 ordinary shares of HK\$0.25 each (“**Shares**”), of which 452,948,000 Shares are issued. The Company’s Shares are primary listed on the Main Board of the HK Stock Exchange and secondary listed in the Main Board of the Singapore Exchange Securities Trading Limited. 中国康大食品有限公司（「该公司」）是根据百慕大《1981年公司法》在百慕大注册成立的有限责任豁免公司，其注册办事处位于Victoria Place, 5th Floor, 31 Victoria Street, Hamilton HM 10, Bermuda。截至本协议日期，该公司的法定股本为HK\$500,000,000，分为2,000,000,000股普通股（「股份」），每股为HK\$0.25，其中已发行股份452,948,000股。该公司股份于香港联交所主板第一上市，并于新加坡交易所证券交易有限公司主板第二上市。
- (B) As at the date thereof, the Vendor is the beneficial owner of 247,708,066 Shares (the “**Sale Shares**”), representing approximately 54.69% of the total issued share capital of the Company as of the date of this Agreement.
截至本协议日期，卖方为247,708,066股股份（「销售股份」）的实益拥有人，

约占该公司截至本协议日期的已发行股本总额的54.69%。

- (C) The Vendor has agreed to sell, and the Purchaser has agreed to purchase, the Sale Shares on the terms and conditions set out in this Agreement.

按本协议载列的条款及条件，卖方同意出售及买方同意购买销售股份。

IT IS AGREED as follows:

兹协议如下：

1. DEFINITIONS AND INTERPRETATION

定义及释义

- 1.1 In this Agreement, including the Recitals and Schedules, unless the context otherwise requires, the following words and expressions shall have the following meaning:

在本协议（包括序言和附表）中，除文意另有所指外，下列词语及词句应具有以下涵义：

“Accounts”

「有关账目」

means the audited consolidated financial statements of the Group for the year ended on the Accounts Date, the auditor's report on those accounts and the notes to those accounts

指截至会计日期止年度的集团经审计合并财务报表、该等账目的审计报告及该等账目的附注

“Accounts Date”

「会计日期」

means 31 December 2024

指2024年12月31日

“Acting in Concert”

「一致行动」

has the meaning ascribed to it in the Takeover Codes

具有收购守则赋予的涵义

“Affiliate(s)”

「联属人士」

means with respect to a person, any of such other persons described as follows:

(a) if such person is an individual, such person's parents, spouse, children, siblings and any other person(s) cohabiting as a spouse of such person; and

(b) if such person is an entity:

(i) such person's subsidiaries, holding companies and the fellow subsidiaries of any

such holding companies;

- (ii) the trustees, acting in their capacity as such trustees, of any trust of which such person is a beneficiary or, in the case of a discretionary trust, is (to such person's knowledge) a discretionary object; and
- (iii) any other person in the equity capital of which (A) such person, (B) such other persons referred to in (b)(i) above, and/or (C) any of the trustees referred to in (b)(ii) above, acting in their capacity as such trustees, taken together are directly or indirectly interested so as to exercise or control the exercise of 30% or more of the voting power at general meetings, or to control the composition of a majority of the board of directors and any other person which is its subsidiary

指下列所述的一名人士、任何其他人士：

(a) 如该人为个人，则该人的父母、配偶、子女、兄弟姊妹，以及任何其他作为该人士的配偶与其同居的人士；及

(b) 如该人士为实体：

(i) 该人士的附属公司、控股公司，以及任何该等控股公司的同系附属公司；

(ii) 以受托人身分行事的任何受托人，其为该信托的受益人，或如属全权信托的，则为（据该人士所知）该全权信托对象；及

(iii) 股本中的任何其他人士，而(A)该人士、(B)上文(b)(i)所述的其他人士，及／或(C)上文(b)(ii)所述以受托人身

份行事的任何受托人，作为一个整体而言，有直接或间接的利害关系，以行使或控制行使股东大会中30%或以上的投票权，或控制董事会过半数董事及属于其附属公司的任何其他人士的组成

“Authority”

「主管机构」

means any relevant government, administrative or regulatory body, or court, tribunal, arbitrator or governmental agency or authority or department

指任何相关政府、行政或监管机构、法院、仲裁处、仲裁员或政府机关或当局或部门

“Business Day”

「工作日」

means a day (other than a Saturday, Sunday, public holiday and any day on which a tropical cyclone warning no. 8 or above or a “black” rainstorm warning is hoisted at any time between 9:00 a.m. and 5:00 p.m.) on which licensed banks are open in Hong Kong to the general public for business

指香港持牌银行向公众开放的营业日（星期六、星期日、公众假期及上午9点至下午5点期间的任何时间发出8号或以上热带气旋警告或「黑色」暴雨警告的日子除外）

“CCASS”

「中央结算系统」

means the Central Clearing and Settlement System operated by Hong Kong Securities Clearing Company Limited

指香港中央结算有限公司营运的中央结算及交收系统

“Consideration”

「代价」

means the consideration of the Sale Shares set out in Clause 3.1

指第3.1条载列的销售股份的代价

“Completion”

「完成买卖」

means completion of the sale and purchase of the First Batch Sale Shares and the Second Batch Sale Shares (as the case may be) in accordance with Clause 4

指按第4条完成第一批销售股份及第二批销售股份（视情况而定）买卖

“Curing Period”

「补救期」

has the meaning set out in Clause 8.1

具有第8.1条所列明的涵义

“Director(s)”

means director(s) of the Company

「董事」	指该公司的董事
“DL Securities” 「德林证券」	DL Securities (HK) Limited, a corporation licensed by the SFC to carry out Type 1 (dealing in securities), Type 4 (advising on securities) and Type 6 (advising on corporate finance) regulated activities under the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong) 德林证券（香港）有限公司，根据证券及期货条例（香港法例第571章）可从事第1类（证券交易）、第4类（就证券提供意见）及第6类（就机构融资提供意见）受规管活动之持牌法团
“Encumbrance(s)” 「产权负担」	means any claim, option, charge (fixed or floating), mortgage, lien, pledge, equity, encumbrance, right to acquire, right of pre-emption, right of first refusal, title retention or any other third party right, or other security interest or any agreement or arrangement having a similar effect or any agreement to create any of the foregoing 指任何债权、期权、押记权（固定或浮动）、抵押权、留置权、质押、股权、产权负担、收购权、优先购买权、优先拒绝要约权、所有权保留，或任何其他第三方权利，或其他担保权益，或任何具有类似效力的协议或安排，或任何设立上述任何一项的协议
“First Batch Completion Date” 「第一批完成买卖日期」	has the meaning set out in Clause 4.1.1 具有第4.1.1条所列明的涵义
“First Batch Sale Shares” 「第一批销售股份」	240,748,400 Shares, which represent approximately 53.15% of the total issued share capital of the Company as of the date of this Agreement and are listed on the HK Stock Exchange as of the date of this Agreement 代表240,748,400股销售股份，约占该公司截至本协议日期的已发行股本总额的53.15%，于本协议日期于香港联交所上市
“Group” 「集团」	means the group of companies consisting of the Company and its subsidiaries as set out in the group chart attached in Schedule 2,

	and the terms “ member of the Group ” or “ Group Companies ” shall be construed accordingly 指附表二所附的集团架构图载列的由该公司及其附属公司组成的集团公司。「 集团成员 」或「 集团公司 」等字眼应据此解释
“ HK\$ ” or “ Hong Kong Dollar(s) ” 「 HK\$ 」或「 港元 」	means the lawful currency of Hong Kong 指香港的法定货币
“ Hong Kong ” 「 香港 」	means the Hong Kong Special Administrative Region of the PRC 指中国香港特别行政区
“ HK Listing Rules ” 「 香港上市规则 」	means the Rules Governing the Listing of Securities on the HK Stock Exchange 指《香港联合交易所有限公司证券上市规则》
“ HK Stock Exchange ” 「 香港联交所 」	means The Stock Exchange of Hong Kong Limited 指香港联合交易所有限公司
“ HK Takeovers Code ” 「 香港收购守则 」	means the Codes on Takeovers and Mergers issued by the SFC 指证监会发出的《公司收购及合并守则》
“ Listing Rules ” 「 上市规则 」	means the HK Listing Rules and the Singapore Listing Manual 指香港上市规则及新加坡上市手册
“ Long Stop Date ” 「 最终完成日 」	means the 60 th clear calendar day after the date of this Agreement (or such other date as agreed by the Parties in writing) 指本协议日期后第60个完整历日（或双方书面协议的其他日期）
“ Mr. Wu ” 「 吴先生 」	means Wu Jiming (吴继明), holder of PRC Identity Card numbered 140102196003216015 and the ultimate beneficial owner of the Vendor 指吴继明，持有中华人民共和国身份证号码140102196003216015，为卖方的最终实益拥有人
“ person ”	means an individual, a partnership, a

「人士」	corporation, an association, a joint stock company, a trust, a joint venture, an unincorporated organisation, government or regulatory entity or any other entity 指个人、合伙商号、法团、组织、合股公司、信托、合资企业、非法团组织、政府或规管实体或任何其他实体
“PRC” 「中国」	means the People’s Republic of China 指中华人民共和国
“Relevant Personnel” 「相关人员」	means the Purchaser, or any of its directors, employees, and/or professional parties 指买方或其任何董事、雇员及 / 或专业人士
“Second Batch Completion Date” 「第二批完成买卖日期」	has the meaning set out in Clause 4.1.2 具有第4.1.2条所列明的涵义
“Second Batch Sale Shares” 「第二批销售股份」	6,959,666 Shares, which represent approximately 1.54% of the total issued share capital of the Company as of the date of this Agreement and are listed on the Singapore Stock Exchange as of the date of this Agreement 代表6,959,666股销售股份，约占该公司截至本协议日期的已发行股本总额的1.54%，于本协议日期于新加坡证券交易所上市
“SFC” 「证监会」	means the Securities and Futures Commission of Hong Kong 指香港证券及期货事务监察委员会
“Singapore Listing Manual” 「新加坡上市手册」	means the Listing Manual of Singapore Exchange Securities Trading Limited 指《新加坡证券交易所上市手册》
“Singapore Stock Exchange” 「新加坡证券交易所」	means the Singapore Exchange Securities Trading Limited 指新加坡证券交易所
“Surviving Provisions” 「存续条文」	means Clauses 1 (Definitions and Interpretation), 11 (Confidentiality), 12 (Notices), 13 (Miscellaneous) and 14 (Governing Law and Jurisdiction) 指第1条（定义及释义）、第11条（保密）、第12条（通知）、第13条（杂项）和

第14条（管限法律及司法管辖权）

“Warranties”

「保证」

means the representations and warranties set out in Schedule 1 and **“Warranty”** shall be construed accordingly

指附表一所述的陈述及保证，且「保证」应据此解释

1.2 In this Agreement, save where the context otherwise requires:

在本协议中，除文意另有所指外：

1.2.1 words in the singular include the plural and vice versa, words importing any gender include all genders;

单数词包含复数，反之亦然，任何性别的词语均包含所有性别；

1.2.2 a reference to a Clause or Schedule shall be a reference to a Clause or Schedule (as the case may be) of or to this Agreement; and

凡提述条款或附表，均指本协议的条款或附表（视情况而定）；及

1.2.3 references to the **“Parties”** or a **“Party”** shall be a reference to the Parties or a Party (as the case may be) to this Agreement.

凡提述「各方」或「一方」，均指本协议的各方或一方（视情况而定）。

1.3 The headings in this Agreement are for convenience only and shall not affect its interpretation.

本协议的标题仅为方便阅读而设，并不影响本协议的诠释。

2. SALE AND PURCHASE

買賣

2.1 The Vendor, as the beneficial owner, shall sell and the Purchaser, in reliance of the Warranties, shall purchase the entire legal and beneficial ownership in the Sale Shares free from all Encumbrances with effect from Completion together with all rights and benefits attached or accruing to them at and after Completion (including the right to receive all dividends and distributions declared, made or paid to, any of the Sale Shares, where the record date of such right is at or after Completion).

自完成买卖起，卖方作为实益拥有人应出售及买方依据保证应购买销售股份中不受任何产权负担所约束的全部合法及实益拥有权，连同在完成买卖之时及之后销售股份所附或产生的所有权利及利益（包括收取向任何销售股份宣派、作出或支付的所有股息及分派的权力，而该等权利的纪录日期为完成买卖之时或之后）。

3. CONSIDERATION

代价

- 3.1 The Consideration for the Sale Shares shall be HK\$65,642,637.49 (equivalent to HK\$0.265 per Share), which shall be paid by the Purchaser to the Vendor in two (2) instalments:
销售股份的代价为HK\$65,642,637.49（相等于每股HK\$0.265），买方应分两（2）期支付支付给卖方：
- 3.1.1 HK\$63,798,326.00 (representing the consideration for the First Batch Sale Shares) shall be paid on the First Batch Completion Date; and
HK\$63,798,326.00（代表第一批销售股份的代价）应于第一批完成买卖日期支付；及
- 3.1.2 HK\$1,844,311.49 (representing the consideration for the Second Batch Sale Shares) shall be paid on the Second Batch Completion Date.
HK\$1,844,311.49（代表第二批销售股份的代价）应于第二批完成买卖日期支付。
- 3.2 Completion of the transfer of the Sale Shares shall take place on a cross-trade basis, or through such other method as mutually agreed upon by the Parties in writing. The Vendor shall give instruction to DL Securities to sell Sale Shares at HK\$0.265 per Share, and the Purchaser shall give instruction to DL Securities to buy the Sale Shares at HK\$0.265 per Share. Both instructions shall be given on or before 4:00 p.m. on the First Batch Completion Date for the sale and purchase of the First Batch Sale Shares and on the Second Batch Completion Date for the sale and purchase of the Second Batch Sale Shares to enable DL Securities, acting as settlement agent for both parties, to effect the cross-trade of such Sale Shares through CCASS in a delivery versus payment (“DVP”) format between the relevant stock accounts of the Vendor and the Purchaser maintained at DL Securities respectively.
销售股份的转让应以交叉盘买卖方式完成, 或通过双方书面共同同意的其他方式进行。卖方应指示德林证券以每股HK\$0.265出售销售股份，而买方应指示德林证券以每股HK\$0.265购买销售股份。双方应于第一批销售股份买卖的第一批完成买卖日期及第二批销售股份买卖的第二批完成买卖日期下午4:00或之前发出指示，以便德林证券作为双方之结算代理人，通过中央结算系统以货银对付方式（「DVP」），于卖方与买方分别于德林证券持有的相关股票账户之间执行该销售股份之交叉盘买卖。
- 3.3 Unless otherwise provided by the applicable laws and regulations or agreed upon by both parties, the payment amount made by the Purchaser to the Vendor under this Agreement shall not be subject to any withholding or offset.
除非适用法律法规另有规定或经双方同意，买方根据本协议向卖方支付的款项不得予以扣缴或抵销。

4. COMPLETION 完成买卖

- 4.1 Completion of the 247,708,066 Sale Shares shall occur in two (2) stages:
247,708,066股销售股份的交割将分两个（2）阶段进行：

- 4.1.1 Completion of the First Batch Sale Shares shall take place within three (3) Business Days after the last of the conditions precedent to Completion set out in Clause 5 is satisfied or waived in accordance with this Agreement, or at such other date as the Parties shall agree in writing (the **"First Batch Completion Date"**).

第一批销售股份的完成买卖应在第5条规定的交割先决条件最后一项根据本协议获得满足或豁免后的三个（3）个营业日内完成，或在双方书面同意的其他日期进行（「**第一批完成买卖日期**」）。

- 4.1.2 Completion of the Second Batch Sale Shares shall take place as soon as possible after the completion of the portion of the shares in Clause 4.1.1 and within three (3) Business Days after the completion of migration or transfer of the Second Batch Sale Shares from the Singapore Central Depository register to the Hong Kong share registrar, which in any event no later than the date on which the offer period of a proposed mandatory unconditional cash offer shall end in accordance with the HK Takeovers Code, or at such other date as the Parties shall agree in writing (the **"Second Batch Completion Date"**).

第二批销售股份应在第4.1.1条所述部分的股份交割后尽快并于有关股份从新加坡中央寄存登记册迁移或转移到香港股份过户登记处后的三（3）个营业日内进行，且最迟不得晚于根据香港收购守则规定的拟议强制无条件现金要约的结束日期，或在双方书面同意的其他日期进行（「**第二批完成买卖日期**」）。

- 4.2 At Completion of the sale and purchase of the First Batch Sale Shares:
在第一批销售股份完成买卖时：

- 4.2.1 the Vendor shall deliver to the Purchaser or to its order of all the following:
卖方应向买方或按其命令交付以下各项：

- (a) copy, certified as true and complete by a director of the Vendor, of resolutions of the board of directors, shareholders and ultimate beneficial owner (i.e. Mr. Wu whose signing is witnessed and verified by a lawyer) of the Vendor approving this Agreement and all other transactions contemplated under this Agreement and the execution of this Agreement by Lang Ying as the authorized signatory;

卖方董事会、股东及最终实益拥有人（即吴先生，其签署由律师见证并核实）批准本协议及本协议项下拟进行的所有其他交易的决议及由郎颖作为授权签署人签署的本协议之副本，该副本经卖方董事证明为真实及完整；

- (b) if so required by the Purchaser, the undated written resignations of each of the directors and the company secretary of the Group Company, together with a statement included therein that such directors or company secretaries have no claims against the Company or the Group whether by way of compensation,

remuneration, severance payments, expenses, damages or otherwise provided that such compensation, remuneration, severance payments, expenses and damages have been duly paid in accordance with relevant laws, regulations and their respective employment contracts, in such a form as the Purchaser shall require, and that such resignation shall become effective from the earliest time permitted under the Takeovers Codes, the Listing Rules or regulations applicable to the Company; and

如买方要求，卖方应以符合买方要求的格式，交付集团公司的各名董事及公司秘书没有注明日期的书面辞任通知，连同当中包括的一项声明，说明该名董事或公司秘书没有向该公司或集团提出任何申索，不论是补偿、薪酬、遣散费、开支、损害赔偿或其他方式，惟该等补偿、薪酬、遣散费、开支及损害赔偿须已根据相关法律、法规及其各自的雇佣合约妥为支付，并且该辞任应自适用于该公司的收购守则、上市规则或法规允许的最早时间起生效；及

- (c) instruct and procure that each relevant CCASS Participant holding any of the First Batch Sale Shares for it or its nominee effects the transfer of the First Batch Sale Shares through CCASS in a DVP format on the date of Completion to the Purchaser or such person having an account with CCASS as is notified by the Purchaser to it, and it shall deliver or procure the delivery to the Purchaser or its nominee of evidence of such transfer, together with duly completed sold contract notes in respect of the First Batch Sale Shares executed by the Vendor and complying with the Stamp Duty Ordinance (Chapter 117 of the Laws of Hong Kong).

指示及促使各名为卖方或其代名人持有任何该等第一批销售股份的相关中央结算系统参与者，于完成买卖当日，透过中央结算系统以DVP货银对付方式，将该等第一批销售股份转移给买方或买方通知卖方在中央结算系统持有户口的人士，并向买方或其代名人交付或促使交付该转移证据及就该等第一批销售股份填妥的出售成交单据，有关成交单据经卖方签署，并符合《印花税法例》（香港法例第117章）。

4.2.2 the Vendor shall procure a meeting of the board of Directors be held at which:

卖方应促使董事会召开会议以进行以下各项：

- (a) to the extent permitted by the Takeovers Code and other rules or regulations applicable to the Company, the signatories and bank mandates for all accounts maintained by the Company with banks and financial institutions shall be amended in such manner as the Purchaser may require; and
- 在适用于该公司的收购守则及其他规则或法规允许的范围内，该

公司在银行及金融机构开立的所有账户的签字人及银行开户授权书应按买方要求的方式进行修改；及

- (b) to the extent permitted by the Takeovers Code and other rules or regulations applicable to the Company, such other matters as the Purchaser may reasonably require shall be dealt with and resolved upon to give effect to this Agreement.

在适用于该公司的收购守则及其他规则或法规允许的范围内，其他事宜应按买方的合理要求处理及解决，以使本协议生效。

4.2.3 the Purchaser shall deliver to the Vendor or to its order of all the following:
买方应向卖方或按其命令交付以下各项：

- (a) a copy, certified as true and complete by a director of the Purchaser, of resolutions of the board of directors of the Purchaser approving this Agreement and all other transactions contemplated under this Agreement; and

买方董事会批准本协议及本协议项下拟进行的所有其他交易的决议之副本，该副本经买方董事证明为真实及完整；及

- (b) make the payment in accordance with Clause 3.2 for settlement of the Consideration set out under Clause 3.1.1.

按第3.2条的规定清缴于第3.1.1条所述的代价。

4.3 At Completion of the sale and purchase of the Second Batch Sale Shares:
在第二批销售股份完成买卖时：

4.3.1 the Vendor shall deliver to the Purchaser or to its order of all the following:
卖方应向买方或按其命令交付以下各项：

- (a) instruct and procure that each relevant CCASS Participant holding any of the Second Batch Sale Shares for it or its nominee effects the transfer of the Second Batch Sale Shares through CCASS in a DVP format on the date of Completion to the Purchaser or such person having an account with CCASS as is notified by the Purchaser to it, and it shall deliver or procure the delivery to the Purchaser or its nominee of evidence of such transfer, together with duly completed sold contract notes in respect of the Second Batch Sale Shares executed by the Vendor and complying with the Stamp Duty Ordinance (Chapter 117 of the Laws of Hong Kong).

指示及促使各名为卖方或其代名人持有任何该等第二批销售股份的相关中央结算系统参与者，于完成买卖当日，透过中央结算系统以DVP货银对付方式，将该等第二批销售股份转移给买方或买方通知卖方在中央结算系统持有户口的人士，并向买方或其代名人交付或促使交付该转移证据及就该等第二批销售股份填妥的出售成交单据，有关成交单据经卖方签署，并符合《印花税条例》

（香港法例第117章）。

4.3.2 the Purchaser shall make the payment in accordance with Clause 3.2 for settlement of the Consideration set out under Clause 3.1.2.

买方应向卖方或按其命令，按第3.2条的规定清缴于第3.1.2条所述的代价。

4.4 The Vendor and the Purchaser shall not be obliged to complete:

卖方及买方无义务完成：

4.4.1 the sale and purchase of any of the First Batch Sale Shares unless the sale and purchase of all the First Batch Sale Shares are completed simultaneously; and

任何第一批销售股份的买卖，除非所有第一批销售股份的买卖同时完成；
及

4.4.2 the sale and purchase of any of the Second Batch Sale Shares unless the sale and purchase of all the Second Batch Sale Shares are completed simultaneously.

任何第二批销售股份的买卖，除非所有第二批销售股份的买卖同时完成

。

4.5 The Vendor shall not be obliged to complete (i) the sale and purchase of the First Batch Sale Shares unless the Purchaser complies with Clause 4.2.3; and (ii) the sale and purchase of the Second Batch Sale Shares unless the Purchaser complies with Clause 4.3.2. The Purchaser shall not be obliged to complete (a) the sale and purchase of the First Batch Sale Shares unless the Vendor complies with Clauses 4.2.1 and 4.2.2; and (b) the sale and purchase of the Second Batch Sale Shares unless the Vendor complies with Clause 4.3.1. If any provision of Clause 4.2 is not fully complied with at the First Batch Completion Date or any provision of Clause 4.3 is not fully complied with at the Second Batch Completion Date (as the case may be), the Purchaser in the case of non-compliance by the Vendor, or the Vendor in the case of non-compliance by the Purchaser, shall be entitled to (in addition to and without prejudice to all other rights or remedies available to it, including the right to claim damages) by written notice to the other, served on such date:

(i)除非买方履行第4.2.3条，否则卖方无义务完成第一批销售股份的买卖；及(ii)除非买方履行第4.3.2条，否则卖方无义务完成第二批销售股份的买卖。(a)除非卖方履行第4.2.1条和第4.2.2条，否则买方无义务完成第一批销售股份的买卖；及(ii)除非买方履行第4.3.1条，否则卖方无义务完成第二批销售股份的买卖。如第4.2条的任何规定在完成第一批完成买卖日期时未获完全履行或如第4.3条的任何规定在完成第二批完成买卖日期时未获完全履行（视情况而定），则买方在卖方违规的情况下或卖方在买方违规的情况下，有权（增补而非损害其可获得的所有其他权利或补救方法，包括申索损害赔偿的权利）在向另一方送达书面通知当天：

(a) elect not to proceed with the transactions set out herein whereupon the provisions of Clause 5.6 shall apply;

选择不进行本协议所载的交易，据此第5.6条的规定将适用；

- (b) effect Completion so far as practicable (for so long as all but not some of the Sale Shares will be transferred) having regard to the defaults which have occurred; or
考虑到已发生的违规行为，尽可能完成买卖（只要所有而非部分销售股份得到转让）；或
- (c) fix a new date for Completion not being later than 30 calendar days from the date of such written notice in which case the provisions of Clause 4.2 or 4.3 (as the case may be) shall apply to Completion as so deferred.
定出一个新的完成买卖日期，该日期不得迟于该书面通知日期之日起30个历日，在该种情况下，第4.2条或第4.3条（视情况而定）的规定将适用于押后的完成买卖。

The Vendor shall not be able to exercise the forgoing power if the Purchaser can demonstrate that it has arranged for payment of the Consideration in accordance with Clause 4.2.3 or 4.3.2 (as the case may be).

如买方能显示其已按照第4.2.3条或第4.3.2条（视情况而定）安排支付代价，则卖方不能行使上述有关权力。

- 4.6 The Vendor undertakes that, following Completion of the sale and purchase of the First Batch Sale Shares and on the earliest date on which the Purchaser is allowed under the Listing Rules, the Takeovers Code and any other applicable laws to nominate directors to the board of directors of the Company and its subsidiaries and any time thereafter, the Vendor shall, at the request of the Purchaser, uses all reasonable endeavours to procure any person nominated by the Purchaser to be appointed as a director of the Company and its subsidiaries with immediate effect.

卖方承诺，在完成第一批销售股份买卖之后及在买方根据上市规则、收购守则及任何其他适用法律获准提名董事加入该公司及其附属公司的董事会的最早日期，以及其后的任何时间，卖方应在买方的要求下，尽一切合理努力促使买方提名的任何人士获委任为该公司及其附属公司的董事，实时生效。

5. CONDITIONS

條件

- 5.1 The Purchaser's obligations to complete the sale and purchase of the Sale Shares are conditional upon the satisfaction or waiver (if made in accordance with the provisions hereof) of the following, or their satisfaction subject only to Completion:

买方完成销售股份买卖的义务取决于下列各项的履行或豁免（如根据本协议规定作出），或仅取决于完成买卖：

- (a) there having been no material breach of the Warranties by the Vendor, or if there has been a material breach of the Warranties by the Vendor, such breach has not been remedied by the Vendor within seven (7)

Business Days of the Purchaser first notifying the Vendor of a claim in accordance with Clause 12.4, and for the purposes of this Clause 5.1(a), "material" shall mean any breach which gives rise to a liability which exceeds HK\$500,000;

卖方没有严重违反保证，或如卖方严重违反保证，在买方根据第12.4条首次通知卖方其申索后的七(7)个工作日内，卖方未有纠正该违反事项。就本第5.1(a)条而言，「严重」指任何导致超过HK\$500,000的责任的违反事项；

- (b) all necessary waivers and/or consents under any existing material contract, loan, credit or similar facilities entered into or provided to the Group Company required to be obtained to avoid any breach of covenant arising from a change of control of the borrower having been obtained and such waiver and/or consents remaining in full force and effect;

为避免因借款人控制权变动而导致任何对契诺的违反，与集团公司所签订或向其提供的任何现有重大合同、贷款、信贷或类似融资项下需要取得的一切必须豁免及／或同意均已取得，并且该等豁免及／或同意仍具有十足效力及作用；

- (c) there having been no breach by the Vendor of its obligations pursuant to Clauses 6.1 and 6.2;

卖方没有违反其于第6.1条及第6.2条项下的义务；

- (d) the listing of the Shares on the Main Board of the HK Stock Exchange and the Singapore Stock Exchange not having been cancelled or withdrawn on or before the Completion takes places; and

股份在香港联交所主板及新加坡交易所的上市地位并无于完成买卖日期当日或之前被取消或撤回；及

- (e) trading in the Shares on the HK Stock Exchange and the Singapore Stock Exchange not having been suspended for a period of more than ten (10) consecutive Business Days save for any temporary suspension of trading in the Shares pending release of any announcement or document in connection with the transactions contemplated under this Agreement or the general offer arising from the implementation of the transactions contemplated under this Agreement as required under the Listing Rules and/or the Takeovers Code.

在香港联交所及新加坡交易所交易的股份未有暂停超过连续十（10）个工作日，但就本协议项下拟进行的交易或实施本协议项下拟进行的交易而产生公开要约，而根据上市规则及／或收购守则的规定有待发布任何公告或文件而暂停股份交易的情况除外。

- 5.2 Subject to any applicable law, each of the Parties agrees that it shall, and the Vendor agrees that it shall use all reasonable endeavours to procure that the Group shall, upon a request from any Party, promptly co-operate with and, provide all necessary information and other assistance reasonably required by

such Party in connection with the satisfaction of the conditions set out in Clause 5.1 above.

在遵守任何适用法律的前提下，各方同意，且卖方均同意，其应尽一切合理努力，促使集团按任何一方的要求及时合作，并向该方提供为履行上文第5.1条所载的条件而合理要求的一切必要信息及其他协助。

- 5.3 The Purchaser may waive in whole or in part all or any of the conditions set out in Clause 5.1 above subject to such terms and conditions as may be determined by the Purchaser.

在不抵触买方所决定的条款及条件下，买方可全部或部分豁免上文第5.1条所列的全部或任何条件，但须遵守买方决定的条款及条件。

- 5.4 The Vendor shall give notice to the Purchaser that a relevant condition has been satisfied as soon as practicable and in any event within three (3) Business Day of becoming aware of the fact.

卖方应在切实可行的范围内尽快通知买方已履行的相关条件，且无论如何应在知悉该事实后的三个(3)个工作日内通知买方。

- 5.5 If one or more of the conditions:

如一项或以上的条件：

- (a) remains unsatisfied as at the Long Stop Date and has not been waived by the Purchaser (and the Purchaser only) on or before that date in accordance with this Agreement; or

截至最终完成日仍未得到履行，且买方（且仅限买方）未在该日期当日或之前根据本协议豁免有关条件；或

- (b) becomes impossible to satisfy before the Long Stop Date and, if it is a condition which can be waived by a Party, has not been waived within three (3) Business Days of such condition becoming impossible to satisfy,

在最终完成日之前无法得以履行，且如该条件可由一方豁免，但该方未有在该条件无法履行的三个(3)个工作日内将之豁免，

the provisions of Clause 5.6 shall apply.

应适用第5.6条的规定。

- 5.6 This Clause shall apply only in the circumstances referred to in Clause 5.5 and, if applicable, Clause 4.5. Where this Clause applies, this Agreement, other than the Surviving Provisions shall automatically terminate with immediate effect and each Party's rights and obligations other than those specified above shall cease immediately on termination. Such termination shall not affect the rights and obligations of any Party existing before termination.

本条款仅适用于第5.5条及（如适用）第4.5条所述的情形。如本条款适用，本协议（除存续条文外）应实时自动终止，且各方除上述规定以外的权利及义务应在本协议终止时立即停止。本协议的终止不影响任何一方在终止前存在的权利及义务。

6. PRE-COMPLETION OBLIGATIONS AND UNDERTAKINGS

完成買賣前的義務及承諾

- 6.1 To the extent permissible under applicable laws and regulations, (i) except with the prior written consent of the Purchaser (which shall not be unreasonably withheld, delayed or conditioned), or (ii) unless otherwise required or permitted by the terms of this Agreement, the Vendor shall not, and shall procure that the Company shall not, prior to Completion:

在适用的法律及法规允许的范围内，(i)除非得到买方的事先书面同意（不得无理拒绝、拖延或附加条件），或(ii)除非本协议的条款另有规定或许可，否则在完成买卖之前，卖方不得，且应促使该公司不得：

- 6.1.1 sell or transfer or otherwise dispose of any member of the Group, or create any Encumbrance on the share capital of any member of the Group (other than the security interests previously created before the date of this Agreement);

出售、转移或以其他方式处置任何集团成员，或在任何集团成员的股本上设定任何产权负担（本协议签订日期前已设定的担保权益除外）；

- 6.1.2 incur any liabilities to any Group Company or allow the any Group Company to incur any liabilities (or extinguishing liabilities) which exceeds the monetary value of HK\$500,000 for a single transaction or of HK\$1,000,000 for a series of the same transaction save for the payment of any indebtedness as it falls due or any other usual day-to-day activities of any of the Group Companies;

对任何集团公司承担任何负债或允许任何集团公司承担任何负债（或终结负债）的单笔交易金额超过HK\$500,000，或一系列相同交易的金额超过HK\$1,000,000，但为任何集团公司的任何到期债项或任何其他日常活动所作的付款则不在此限；

- 6.1.3 sell or transfer or otherwise dispose of any material asset of the Group with a value of more than HK\$1,000,000 in aggregate, or waive any right of value or cancel or release any material debt or claim with a value of more than HK\$1,000,000 in aggregate, or create any Encumbrance on or in respect of any part of its material undertaking, property or assets or agree to do any of the foregoing save for any Encumbrance arising by operation of law;

出售、转移或以其他方式处置任何总值超过HK\$1,000,000的集团重大资产，或放弃任何定价、取消或解除总值超过HK\$1,000,000的任何重大债务或债权的权利，或就其重大业务、财产或资产设定任何产权负担，或同意进行任何上述各项，但因法律的施行所产生的任何产权负担除外；

- 6.1.4 merge or consolidate with any other equity or take any steps with a view to dissolve, liquidate or wind up or do or permit to be done any act, deed or thing which might result in the same of any Group Company;

对任何集团公司作出与任何其他股权合并或整合或采取任何措施，以期

解散、清算或清盘，或作出或允许作出任何可能导致上述结果的作为、行为或事情；

- 6.1.5 appoint any new director or secretary to any Group Company or pay bonus to any employee or director in excess of HK\$100,000 by any Group Company;
委任任何新董事或秘书加入任何集团公司或向任何集团公司员工或董事支付超过HK\$100,000的奖金；
- 6.1.6 open any new bank accounts of any Group Company other than the existing bank accounts as at the date of this Agreement;
除本协议日期的现有银行账户外，为任何集团公司开设任何新银行账户；
- 6.1.7 declare, make or pay any dividend or other distributions of any Group Company;
对任何集团公司宣布、作出或支付任何股息或其他分派；
- 6.1.8 issue or agree to issue any share or loan capital or grant or agree to grant or redeem any option or amend the terms of any existing option over or right to acquire or subscribe any of its share or loan capital of any Group Company;
对任何集团公司发行或同意发行任何股份或借入资本，或授予或同意授予或赎回任何期权，或修改其任何股份或借入资本的任何现有期权或收购或认购权利的条款；
- 6.1.9 enter into or agree to enter into any contract or other transaction or capital commitment or undertake or agree to undertake any contingent liability with a monetary value of more than HK\$1,000,000 in aggregate of the Group (other than contracts or transactions previously entered into or undertaken before the date of this Agreement);
订立或同意订立任何合同或其他交易或资本承担，或承担或同意承担任何或有负债，其总金额超过集团HK\$1,000,000（于本协议日期前已订立或进行之合约或交易除外）；
- 6.1.10 terminate any or allow to lapse any insurance policy of any Group Company for its business now in effect or default under any provision thereof;
对任何集团公司终止任何保单或允许任何保单失效，而其业务在任何该等保单条款下为现正有效或有违约；
- 6.1.11 amend or vary its constitutional documents of any Group Company;
对任何集团公司修订或更改其章程文件；
- 6.1.12 commence or settle any litigation, arbitration or other proceedings which are material in the context of the Group's businesses or are concerning claims in aggregate in excess of HK\$500,000; and
展开或和解任何与集团业务相关或涉及总额超过HK\$500,000的申索的重

大诉讼、仲裁或其他法律程序；及

6.1.13 take any action which is inconsistent with the provisions of this Agreement or the consummation of the transactions contemplated under this Agreement.

采取任何本协议的规定或与本协议下拟进行交易的完成相抵触的行动。

- 6.2 Subject to Clause 6.1 above, the Vendor shall take all actions within its reasonable control to procure that during the period from the date of this Agreement to Completion, the Group Companies shall continue to carry on business in the normal course in compliance with all applicable laws and in substantially the same manner as their businesses have been carried on before the date of this Agreement.

在上文第6.1条的规限下，卖方应在其合理控制权力范围内采取一切行动，促使集团公司在本协议日期起至完成买卖期间，以符合所有适用法律的正常过程及以本协议日期当日或之前其经营业务的实质相同方式持续经营业务。

- 6.3 The Purchaser shall be entitled on reasonable notice to send any of its representatives to any of the business premises and attend at any office of any Group Company where any management, trading or operational functions are carried out at reasonable hours and the Vendor shall procure that the Purchaser's representatives shall be entitled to reasonable access to the employees of the Group for the purposes of monitoring the running of the businesses of the Group or any Group Company and may reasonably require meetings with the staff of any Group Company for the same purpose, but not so as to cause disruption to the ongoing business of any Group Company.

买方有权在发出合理通知的情况下，派遣其任何代表在合理时间前往任何营业地点及出席任何集团公司的任何办事处，以进行任何管理、交易或运营职能；卖方应促使买方的代表有权合理接触集团的员工，以监督集团或任何集团公司的业务运作，并可合理要求为同一目的与任何集团公司的员工会面，但不得对任何集团公司的持续业务造成干扰。

- 6.4 The rights of the Purchaser under this Clause 6 shall be for the purposes only of monitoring the businesses of the Group and to enable it to enforce its rights hereunder and may not be exercised to the extent prohibited by applicable laws. 本第6条项下买方的权利仅用于监督集团的业务，并使其能够行使其在本协议项下的权利，但不得在适用法律禁止的范围内行使。

- 6.5 The Vendor shall notify the Purchaser as soon as practicable of any matter, fact or circumstance which is or could reasonably be expected to be, in breach of this Clause 6.

卖方应尽快将任何违反或合理预期将违反本第6条的事宜、事实或情况通知买方。

7. REPRESENTATIONS AND WARRANTIES

陈述及保证

- 7.1 The Vendor represents and warrants to the Purchaser that each of the Warranties is true and accurate at the date of this Agreement and is deemed to

be repeated on the date of Completion with reference to the facts and circumstances then prevailing, and, for this purpose, reference in any of the Warranties to the date of this Agreement shall be construed as a reference to the relevant dates aforesaid mentioned respectively unless expressly stated otherwise in the Warranties.

卖方向买方陈述及保证，各项保证在本协议日期为真实及准确，并且参照当时的事实和情况，各项保证被视为在完成买卖之日重复，以及就此而言，任何保证中对本协议日期的提述应诠释为对上文分别提及的相关日期的提述，但保证中另有明文规定除外。

7.2 The Purchaser represents and warrants to the Vendor that:

买方向卖方陈述及保证：

7.2.1 it has obtained all corporate authorisations and all other applicable governmental, statutory, regulatory or other consents, licences, authorisations, waivers or exemptions required to empower it to enter into and perform its obligations under this Agreement;

其已取得所需的一切法团授权以及一切其他适用的政府、法定、监管或其他同意、特许、授权、免除或豁免，以使其能够签订本协议并履行其在本协议项下的义务；

7.2.2 this Agreement will, when executed, constitute valid, legal and binding obligations of the Purchaser enforceable against the Purchaser subject to and in accordance with the terms herein;

本协议一经签署，即构成买方有效、合法且具约束力的义务，并可依本协议的条款对买方强制执行；

7.2.3 it is validly incorporated, in existence and duly registered under the laws of Hong Kong and the entry into and performance by the Purchaser of this Agreement will not violate or conflict with any applicable laws or the provisions of its memorandum and articles of association or equivalent constitutive documents;

买方依香港法律有效成立、存续并正式注册，买方订立及履行本协议不会违反或抵触任何适用法律或其公司章程及细则或同等的组成文件的规定；

7.2.4 it is not insolvent or bankrupt under the laws of its jurisdiction of incorporation, is not unable to pay its debts as they fall due and has not proposed or is not liable to any arrangement (whether by court process or otherwise) under which its creditors (or any group of them) would receive less than the amounts due to them where any such insolvency, bankruptcy, inability to pay debts or arrangements would affect its ability to enter into or perform its obligations under this Agreement; and

根据其注册成立地管辖区的法律，其并非无力偿债或破产，能够支付到期债务，且未提出或未承担任何安排（无论是通过法院程序还是其他方式），根据该安排，其债权人（或任何债权人群体）将获得低于其应得金额的款项，且任何此类无力偿债、破产、无力支付债务或安排均不会

影响其签订本协议或履行本协议项下义务的能力；及

- 7.2.5 it has not been, is not and will not be at any time engaged in insider dealing for the purposes of the Securities and Futures Ordinance (Chapter 571 of the laws of Hong Kong) in connection with the purchase of the Sale Shares and the related transactions contemplated under this Agreement; none of the Purchaser, any of its affiliates nor any person acting on its or their behalf or under its or their authority has taken or will take, directly or indirectly, any action designed or which was designed, or which constitutes or has constituted or might reasonably be or have been expected to cause or result in, stabilisation or manipulation of the price of any shares or other securities of the Company.

买方于过去、现在及将来的任何时间均不会就购买销售股份及本协议项下拟进行的相关交易从事《证券及期货条例》（香港法例第571章）所指的内幕交易；买方、其任何联属人士或代表其或彼等或根据其或彼等授权行事的任何人士，均没有直接或间接采取或将采取任何行动，而该等行动是被设计或曾被设计，或构成或已构成，或可能被合理预期或已被预期会造成或导致稳定或操纵该公司的任何股份或其他证券的价格。

8. INDEMNITY AND GUARANTEE

弥偿及担保

Vendor Indemnity

卖方作出的弥偿

- 8.1 If there is a breach of a Warranty, which breach directly causes the Purchaser suffering or incurring a liability, loss, costs or expense, then the Purchaser may give a written notice to the Vendor in accordance with Clause 12.4, following which the Vendor shall have a period of no more than sixty (60) clear calendar days from the date of the written notice to remedy the relevant breach. During the Curing Period, the Purchaser agrees to, and agrees to procure the Company to, provide all reasonable assistance, to the extent permissible by applicable law, to the Vendor in remedying the relevant breach. If by the expiry of the Curing Period, the relevant breach is not fully remedied, the Vendor shall pay to the Purchaser (or, if the Purchaser so directs, the relevant Group Company) by way of damages an amount equal to the reduction in value of the Sale Shares attributable to the losses or liabilities suffered or costs or expenses reasonably and properly incurred by the Purchaser (and including, but not limited to, all such losses or liabilities suffered or costs or expenses (including legal expenses) reasonably and properly incurred by the Purchaser in disputing, defending, investigating or providing evidence in connection with establishing its right to be paid pursuant to this Clause 8.1), except to the extent that any such losses, costs, expenses, actions, liabilities or damages have been caused directly and solely by or have arisen out of the gross negligence, willful default of the Purchaser.如违反保证，而该违反事项直接导致买方蒙受或产生责任、损失、成本或费用，则买方可根据第12.4条向卖方发出书面通知，之后卖方应自书面通知之日起不超过六十(60)个完整历日的期间内补救相关的违反事项。在补救期内，买方同意提供，并同意促使该公司向卖方提供适用法律允许范围内的一切合理

协助，以补救相关违反事项。如在补救期届满时，相关违反事项仍未得到完全补救，则卖方应向买方（或买方指示的相关集团公司）支付损害赔偿金，有关金额相等于因买方蒙受的损失或责任或合理及适当招致的成本或开支（包括但不限于买方在为确立其根据本第8.1条项下获得付款的权利而进行争议、抗辩、调查或提供证据时蒙受的所有该等损失或责任或合理及适当地招致的成本或开支（包括法律费用））而导致的销售股份价值的减少，但因买方重大过失或故意违约直接且唯一导致的任何此类损失、成本、费用、诉讼、责任或损害除外。

- 8.2 The Vendor undertakes that it will from time to time and at any time before Completion, immediately disclose in writing to the Purchaser any event, fact or circumstance which may become known to it after the date of this Agreement and which is inconsistent with any of the Warranties or which may entitle the Purchaser to make any claim under this Agreement.

卖方承诺不时或在完成交易前任何时间点立即以书面形式向买方披露其于本协议签订日后知悉任何事件、事实或情况，且该等事项与任何保证条款相抵触，或可能赋予买方依据本协议提出索偿之权利。

9. LIMITATION OF LIABILITY

法律责任的限制

- 9.1 The aggregate amount of the liability of the Vendor in respect of the aggregate of all claims by the Purchaser (including all claims by any person claiming through or under or otherwise in relation to the Purchaser) under or in connection with this Agreement shall not in any circumstances exceed 100% of the Consideration.

对于买方根据或就本协议提出的所有申索（包括任何人士通过或根据或就买方提出的所有申索），卖方的法律责任总额在任何情况下均不得超过代价的100%。

10. UNDERTAKING

承诺

- 10.1 The Purchaser undertakes to the Vendor that the Purchaser shall upon and subject to Completion comply with all of the Purchaser's obligations under the Takeovers Code including but not limited to any obligation to make a mandatory offer to the holders of Shares pursuant to and in accordance with rule 26 of the HK Takeovers Code.

买方向卖方承诺，买方应在完成买卖后及以完成买卖为前提，遵守收购守则规定的所有买方义务，包括但不限于依据及根据香港收购守则规则26向股份持有人发出强制性要约的任何义务。

- 10.2 The Vendor confirms that immediately following Completion, it nor Mr. Wu will have no direct or indirect holding in any Shares.

卖方确认，紧接完成买卖后，卖方或吴先生不会直接或间接持有任何股份。

- 10.3 The Vendor undertakes to the Purchaser that, for a period of 12 months from the date of Completion, none of the Vendor (and its associates) will become a

connected person of the Company as defined by the HK Listing Rules.

卖方向买方承诺，自完成买卖日期起12个月内，卖方（及其联系人）概不会成为香港上市规则所界定的该公司之关连人士。

11. CONFIDENTIALITY

保密

- 11.1 No Party shall permit or cause the disclosure of any information (other than to its professional advisers under a duty of confidentiality) which it may have, or may acquire before or after the date of this Agreement relating to the provisions of, and negotiations leading to, this Agreement and the performance of the obligations hereunder except where the relevant confidential information: 任何一方均不得允许或促使披露其在本协议日期之前或之后，就本协议或履行本协议项下义务的相关条款及进行的有关协商而可能拥有或可能取得的任何信息（但向负有保密义务的专业顾问披露信息除外），除非相关机密资料：

11.1.1 at the date of disclosure to the Purchaser or its professional advisers is publicly known or at any time after that date becomes publicly known (otherwise than by breach of this non-disclosure undertaking by the Relevant Personnel;

在向买方或其专业顾问作出披露之日已为公众所知，或在该日期后的任何时间为公众所知（除非相关人员违反本不披露承诺）；

11.1.2 was not obtained directly or indirectly from the Vendor or from any of the professional advisers of the Vendor, which was lawfully in the possession of the Purchaser or the professional advisers of the Purchaser before the date of disclosure, as evidenced by the written records of the Purchaser or the professional advisers of the Purchaser;

并非直接或间接从卖方或卖方的任何专业顾问取得，且经买方或买方的专业顾问的书面纪录证明，该等数据于披露日期前已由买方或买方的专业顾问合法持有；

11.1.3 was received and/or obtained by the Purchaser or the Relevant Personnel from a legitimate source and/or was disclosed to the Purchaser or the Relevant Personnel, in good faith, by a third party owing no duty of confidentiality towards the Group, any Group Company or the Vendor or its subsidiaries in respect of such information;

由买方或相关人员从合法来源收到及 / 或取得，及 / 或由第三方善意向买方或相关人员披露，而该第三方就该等资料没有对集团、任何集团公司或卖方或其附属公司负有保密义务；

11.1.4 is explicitly approved for release by written authorization of the Group, any Group Company or the Vendor or its subsidiaries;

经集团、任何集团公司或卖方或其附属公司书面授权，明确批准发放资料；

11.1.5 is required to be disclosed by law, a governmental, supervisory or

regulatory authority or stock exchange with competent jurisdiction (including rules or regulations of such governmental, supervisory or regulatory authority or stock exchange), or pursuant to a judicial order; or

具有司法管辖权的法律、政府、监管机构或证券交易所（包括该等政府、监管机构或证券交易所的规则或法规）要求披露，或依据司法命令予以披露；或

11.1.6 was independently developed by the Purchaser or the Relevant Personnel whether on its own or jointly with third parties without reference to the relevant confidential information.

由买方或相关人员自行开发或与第三方共同开发，且未有参考相关机密数据。

12. NOTICES

通知

12.1 A notice (including any approval, consent or other communication) in connection with this Agreement and the documents referred to in it:

与本协议及其所提述的文件相关的通知（包括任何批准、同意或其他通讯）：

12.1.1 must be in writing;

必须以书面形式；

12.1.2 must be left at or delivered by courier to the address of the addressee or sent by pre-paid (airmail if posted to or from a place outside Hong Kong) to the address of the addressee or sent by email to the email address of the addressee in each case which is specified in this Clause in relation to the Party to whom the notice is addressed, and marked for the attention of the person so specified, or to such other address or facsimile number in Hong Kong or marked for the attention of such other person, as the relevant party may from time to time specify by notice given in accordance with this Clause.

留在或由快递交付至收件人地址，或以预付邮资的信件（如属往来香港境外的邮件，以空邮方式发送）发送至收件人地址，或电邮至收件人的电邮地址（就各情况而言，收取通知的一方的邮件地址载列于本条款），并注明收件人为指定人士，或发送至相关一方不时根据本条款指定的其他人士于香港的其他地址或传真号码，并注明该人士为收件人。

The relevant details of each Party at the date of this Agreement are:

于本协议日期各方的相关详情：

The Vendor 卖方

Address:

地址：

Unit 216, 2/F., Mirror Tower No. 61 Mody Road
Tsim Sha Tsui East Kowloon, Hong Kong
香港九龙尖东么地道61号冠华中心2楼216室

Email: ly1826@163.com
电邮:

Attention: Lang Ying
收件人: 郎颖

The Purchaser 买方

Address: 16th Floor, Kangda Fortune Centre, 161
地址: Changjiang West Road, Huangdao District
Qingdao City, Shandong, the PRC
中国山东省青岛市黄岛区长江西路161号康大财
富中心16楼

Email: HKSK6688@126.com

电邮:

Attention: 高思诗
收件人:

- 12.2 In the absence of evidence of earlier receipt, any notice shall take effect from the time that it is deemed to be received in accordance with Clause 12.3.

如没有提早收到通知的证据，则任何通知应根据第13.3条于被视为收到的时间生效。

- 12.3 Subject to Clause 12.4, a notice is deemed to be received:

在第12.4条的规限下，通知在下列情况被视为收到：

- 12.3.1 in the case of a notice left at the address of the addressee, upon delivery at that address;

如通知被留在收件人的地址，则在通知送达该地址时被视为收到；

- 12.3.2 in the case of a posted letter, on the second day after posting or, if posted from a place outside Hong Kong, the seventh day after posting; and

如为邮寄信件，则在信件寄出后的第二天被视为收到；如为从香港境外寄出的信件，则在寄出后的第七天被视为收到；及

- 12.3.3 in the case of an email, at the time of transmission (provided that the sending party does not receive a failure of delivery report or the equivalent).

如为电子邮件，则在传输时被视为收到（前提是发送方未收到送达失败的报告或同等文件）。

- 12.4 A notice received or deemed to be received in accordance with Clause 12.1 above on a day which is not a Business Day, or after 5pm on any Business Day, shall be deemed to be received on the next following Business Day.

根据上文第12.1条，在非工作日或任何工作日下午5点后收到或被视为收到的通知，应被视为在下一个工作日收到。

- 12.5 A notice given or document supplied to the Vendor in accordance with the details specified for the Vendor above shall be deemed to have been given or supplied to the Vendor to whom such notice is addressed.

根据上文所指明的卖方详细资料向卖方发出的通知或提供的文件，应被视为已向接收该通知的卖方发出或提供。

13. MISCELLANEOUS

杂项

- 13.1 This Agreement shall be binding on and be for the benefit of the successors and personal representatives of the Parties, but no Party may assign any of its rights or obligations hereunder without the prior written consent of the other Parties.

本协议对各方的继承人及个人代表均具有约束力，并以其为受益人，但未经另一方的事先书面同意，任何一方均不得转让其在本协议项下的任何权利或义务。

- 13.2 Each of the Parties confirms that this Agreement represents the entire understanding, and constitutes the whole agreement, in relation to its subject matter and supersedes any previous agreement between the Parties with respect thereto and, without prejudice to the generality of the foregoing, excludes any warranty, condition or other undertaking implied at law or by custom, usage or course of dealing.

各方确认，本协议代表对目标事宜的全部理解及构成整体协议，并取代各方之间就该目标事宜的任何先前协议，在不减损前述条文的一般性的原则下，排除任何法律、惯例、习惯或交易过程所默示的任何保证、条件或其他承诺。

- 13.3 Each Party confirms that:

各方确认：

- 13.3.1 in entering into this Agreement it has not relied on any representation, warranty, assurance, covenant, indemnity, undertaking or commitment which is not expressly set out in this Agreement; and

在订立本协议时，其并未依赖本协议中未明确列明的任何陈述、保证、担保、契诺、弥偿、承诺或承担；及

- 13.3.2 in any event, without prejudice to any liability for fraudulent misrepresentation or fraudulent misstatement, the only rights or remedies in relation to any representation, warranty, assurance, covenant, indemnity, undertaking or commitment given or action taken in connection with this Agreement are those pursuant to this Agreement and for the avoidance of doubt and without limitation, no Party has any other right or remedy (whether by way of a claim for contribution or otherwise) in tort (including negligence) or for misrepresentation (whether negligent or otherwise, and whether made prior to, and/or in this Agreement).

在任何情况下，在不影响对欺诈性失实陈述或欺诈性错误陈述的任何法律责任的原则下，就本协议作出的任何陈述、保证、担保、契诺、弥偿、承诺或承担或采取的任何行动之相关权利或补救方法乃以本协议所载者为准。为免生疑问及不受任何限制所规限，任何一方均不就侵权行为

（包括疏忽）或失实陈述（不论是否疏忽或其他原因，及不论是在本协议之前及 / 或在本协议中作出）享有任何其他权利或补救方法（不论是透过法律责任分担或其他方式）。

- 13.4 The Vendor shall pay all costs and expenses (including legal fees and personal tax liabilities, if any) in connection with this Agreement and any matter contemplated by it. Without limiting the generality of the foregoing, the Vendor shall pay:

卖方应承担与本协议及其拟定的任何事宜相关的所有成本及开支（包括法律费用及个人税务法律责任，如有）。在不局限前述规定的一般性的原则下，卖方应支付：

- 13.4.1 all Hong Kong buyer's ad valorem stamp duty payable in respect of the purchase of the Sale Shares;

就购买销售股份而应付的所有香港买家从价印花税；

- 13.4.2 all such amounts of buyer's brokerage, buyer's Stock Exchange trading fee and buyer's SFC transaction levy as may be payable in respect of the purchase of any Sale Shares transferred to the Purchaser through CCASS;

就透过中央结算系统转移给买方其所购买的任何销售股份而应付的所有买家经纪费、买家联交所交易费及买家证监会交易征费；

- 13.4.3 all Hong Kong seller's ad valorem stamp duty payable in respect of the sale of the Sale Shares; and

就出售销售股份而应付的所有香港卖家从价印花税；及

- 13.4.4 all such amounts of seller's brokerage, seller's Stock Exchange trading fee and seller's SFC transaction levy as may be payable in respect of the sale of any Sale Shares transferred from the Vendor through CCASS.

- 13.4.5 就透过中央结算系统由卖方转移其所出售的任何销售股份而应付的所有卖家经纪费、卖家联交所交易费及卖家证监会交易征费。

- 13.5 This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

本协议可签署任何数量的副本，每份副本在签署和交付后均视为原件，但所有副本共同构成同一份文书。

14. GOVERNING LAW AND JURISDICTION

管限法律及司法管辖权

- 14.1 This Agreement shall be governed by and construed in accordance with Hong Kong law and each of the Parties hereto irrevocably submits to the non-exclusive jurisdiction of the courts of Hong Kong and agrees that any proceedings arising hereunder may be served on it at its address shown in this Agreement.

本协议应受香港法律管辖并依其解释，本协议各方不可撤销地接受香港法院的非专有司法管辖权，并同意任何在本协议项下产生的法律程序文件均可送达至其于本协议所示的地址。

14.2 No person, other than the Parties has, or may or will have, any rights under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) to enforce, make or pursue any claim, or enjoy any benefit under any provisions of this Agreement. Application of the Contracts (Rights of Third Parties) Ordinance is hereby expressly excluded.

除本协议各方外，任何人均不拥有、可能拥有或将拥有《合约(第三者权利)条例》（香港法例第623章）下的任何权利，以强制执行、提出或追索任何申索，或根据本协议的任何条款享有任何利益。特此明确豁除《合约（第三者权利）条例》的适用。

The Vendor irrevocably appoints the Company of Unit 216, 2/F., Mirror Tower No. 61 Mody Road Tsim Sha Tsui East Kowloon, Hong Kong as its agent for service of process in relation to any proceedings before the Hong Kong courts in connection with this Agreement. 卖方不可撤销地委任位于香港九龙尖东么地道61号冠华中心2楼216室的该公司，就与本协议有关的任何由香港法院审理的法律程序作为送达法律程序文件的代理人。

15. Third Party Rights
第三者权利

Unless expressly provided to the contrary in this Agreement, a person who is not a party to this Agreement may not enforce any provision of this Agreement under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong). Furthermore, notwithstanding anything in this Agreement, no variation (including any release or compromise of any obligations), cancellation or termination of this Agreement requires the consent of any third party.

除非本协议另有明文的相反规定，否则本身并非本协议一方的人士不可根据《合约（第三者权利）条例》（香港法例第 623 章）强制执行本协议的任何条文，以及不论本协议有任何规定，本协议的任何更改（包括任何责任的解除或妥协）、撤销或终止均不需取得任何第三者的同意。

16. Governing Language
适用语言

This Agreement is written in English. If this Agreement is translated into another language, the English version shall prevail.

本协议以英文撰写。倘若将本协议翻译成其他语言，英文版本应为最终依据。

SCHEDULE 1
附表一
WARRANTIES
保证

1. The Sale Shares
销售股份

- 1.1 The Vendor is the beneficial owner of the Sale Shares.
卖方为销售股份的实益拥有人。
- 1.2 The Sale Shares held by the Vendor are free of and are not subject to any Encumbrances.
卖方持有的销售股份不附带任何产权负担，亦不受任何产权负担所规限。
- 1.3 The Vendor has obtained all applicable governmental, statutory, regulatory or other consents, licences, authorisations, waivers or exemptions required to empower it to enter into and perform its obligations under this Agreement.
卖方已取得所需的一切适用的政府、法定、监管或其他同意、特许、授权、免除或豁免，以使其能够签订本协议并履行其在本协议项下的义务。
- 1.4 The Vendor is or will at Completion be beneficially entitled to or is otherwise able to procure the transfer of the legal and beneficial title of the Sale Shares.
卖方在完成买卖时已实际享有或将实际享有销售股份的法律及受益所有权，或能够促成该等所有权的转移。

2. The Vendor
卖方

- 2.1 The Vendor represents and warrants to the Purchaser that:
卖方向买方陈述及保证：
- (a) this Agreement will, when executed, constitute valid, legal and binding obligations of the Vendor enforceable against the Purchaser subject to and in accordance with the terms herein;
本协议一经签署，即构成有效、合法且具约束力的卖方义务，并可依本协议的条款向买方强制执行；
- (b) it is validly incorporated, in existence and duly registered under the laws of British Virgin Islands and the entry into and performance by the Vendor of this Agreement will not violate or conflict with any applicable laws or the provisions of its memorandum and articles of association or equivalent constitutive documents; and
卖方已根据英属维尔京群岛的法律有效成立、存续并正式注册，且卖方签订及履行本协议将不会违反或抵触任何适用法律或其公司章程或同等组成文件的规定；及

- (c) it is not insolvent or bankrupt under the laws of its jurisdiction of incorporation, is not unable to pay its debts as they fall due and has not proposed or is not liable to any arrangement (whether by court process or otherwise) under which its creditors (or any group of them) would receive less than the amounts due to them where any such insolvency, bankruptcy, inability to pay debts or arrangements would affect its ability to enter into or perform its obligations under this Agreement;
根据其注册成立地管辖区的法律，其并非无力偿债或破产，能够支付到期债务，且未提出或未承担任何安排（无论是通过法院程序还是其他方式），根据该安排，其债权人（或任何债权人群体）将获得低于其应得金额的款项，且任何此类无力偿债、破产、无力支付债务或安排均不会影响其签订本协议或履行本协议项下义务的能力。

2.2 Neither the execution nor performance of this Agreement (or a document to be executed on or before Completion) will result in or amount to, a violation or breach by the Vendor or to the best knowledge of the Vendor, a member of the Group of any applicable law, or constitute a breach by the Vendor or to the best knowledge of the Vendor, a member of the Group of any contract, agreement, articles of association, constitutional documents undertaking or commitment to which the Vendor or to the best knowledge of the Vendor, any member of the Group is a party, provided that any necessary consents or waivers will have been obtained from relevant third parties before Completion.

本协议（或于完成买卖或之前签署的任何文件）的签立或履行均不会导致或构成卖方或集团成员(据卖方所知)违反或触犯任何适用法律，或构成卖方或集团成员(据卖方所知)触犯卖方或集团成员(据卖方所知)作为一方的任何合约、协议、公司章程、宪法文件承诺或承担，但前提是在完成买卖之前将已从相关第三方取得任何必需的同意或豁免。

2.3 Save for the outstanding loan(s) owed to the Vendor by:

除了下列人士尚欠卖方的未偿还贷款外：

2.3.1 by the Company in the amount of approximately RMB56.47 million (equivalent to approximately HKD61.72 million) as of 30 September 2025; and

于 2025 年 9 月 30 日，该公司尚欠的约人民币 5,647 万元（折合约 6,172 万港元）；及

2.3.2 by Tian Yuan You Shan Co, Ltd, a wholly-owned subsidiary of the Company, in the amount of approximately RMB47.54 million (equivalent to approximately HKD52.96 million) as of 30 September 2025.

于 2025 年 9 月 30 日，该公司的全资附属公司天元佑善有限公司尚欠的约人民币 4,754 万元（折合约 5,296 万港元）。

there is no outstanding indebtedness on any account whatever owing by any Group Company to the Vendor or its affiliates or by the Vendor or its affiliates to any Group Company as of 30 September 2025.

集团公司与卖方或其关联公司之间，以及卖方或其关联公司与集团公司之间，于 2025 年 9 月 30 日均不存在任何未偿债务。

3. Litigation
诉讼

- 3.1 Save as disclosed in the announcement of the Company at the HK Stock Exchange website, the Singapore Stock Exchange website, and the Company's website, to the best knowledge of the Vendor, no member of the Group is involved, or has been involved within the last five (5) years in civil, criminal, arbitration, administrative or other proceedings (the “**Proceedings**”) in any jurisdiction with a value of more than HK\$1,000,000 in aggregate.

除本公司于香港联合交易所网站、新加坡交易所网站及本公司网站所作公告披露的内容外，据卖方所知，集团成员于目前或过去五(5)年内没有在任何司法管辖区涉及总值超过 HK\$1,000,000 之民事、刑事、仲裁、行政或其他法律程序（「**法律程序**」）。

- 3.2 To the best knowledge of the Vendor, no Proceedings in any jurisdiction is pending or threatened or expected and there are no facts or circumstances which are likely to give rise to any such Proceedings, by or against any member of the Group.

据卖方所知，任何集团成员没有在任何司法管辖区内提起或被针对提起任何待决或受威胁或预期的法律程序，以及不存在可能导致任何集团成员提起或被针对提起法律程序的事实或情况。

- 3.3 To the best knowledge of the Vendor, there is no outstanding judgment, order, decree, arbitral award or decision of a court, tribunal, arbitrator or governmental agency in any jurisdiction against any member of the Group.

据卖方所知，任何集团成员没有在任何司法管辖区内被任何法院、仲裁庭、仲裁员或政府机构针对其作出的未决的判决、命令、判令、仲裁裁决或决定。

4. Information
信息

The Vendor and the Group have disclosed documents and information to the Purchaser as it has requested. All information which has been provided or made available to the Purchaser or any of its agents, employees or professional advisers in connection with the matters contemplated in this Agreement in the course of negotiations or investigations leading to this Agreement was true and accurate in all material respects and not misleading in any material respect, and did not omit any material fact when given and remains so as at the date of this Agreement. No representation or warranty given contains any untrue statement. 卖方及集团已应买方要求向其披露文件及信息。在为促成本协议所进行的协商或调查过程中，就本协议拟定的事宜向买方或其任何代理人、雇员或专业顾问提供的所有信息在所有重大方面均为真实及准确，且在任何重大方面均不具误导性，以及在提供数据时没有遗漏任何重要事实，至本协议日期当日仍是如此。任何陈述或保证均没有载有任何失实陈述。

5. Interest in Competing Business
竞争业务中的权益

Except for shares in listed companies held for investment purposes, the Vendor has no interest (whether as a shareholder, creditor, director, employee or consultant) in any other business or entity which competes with the Group.

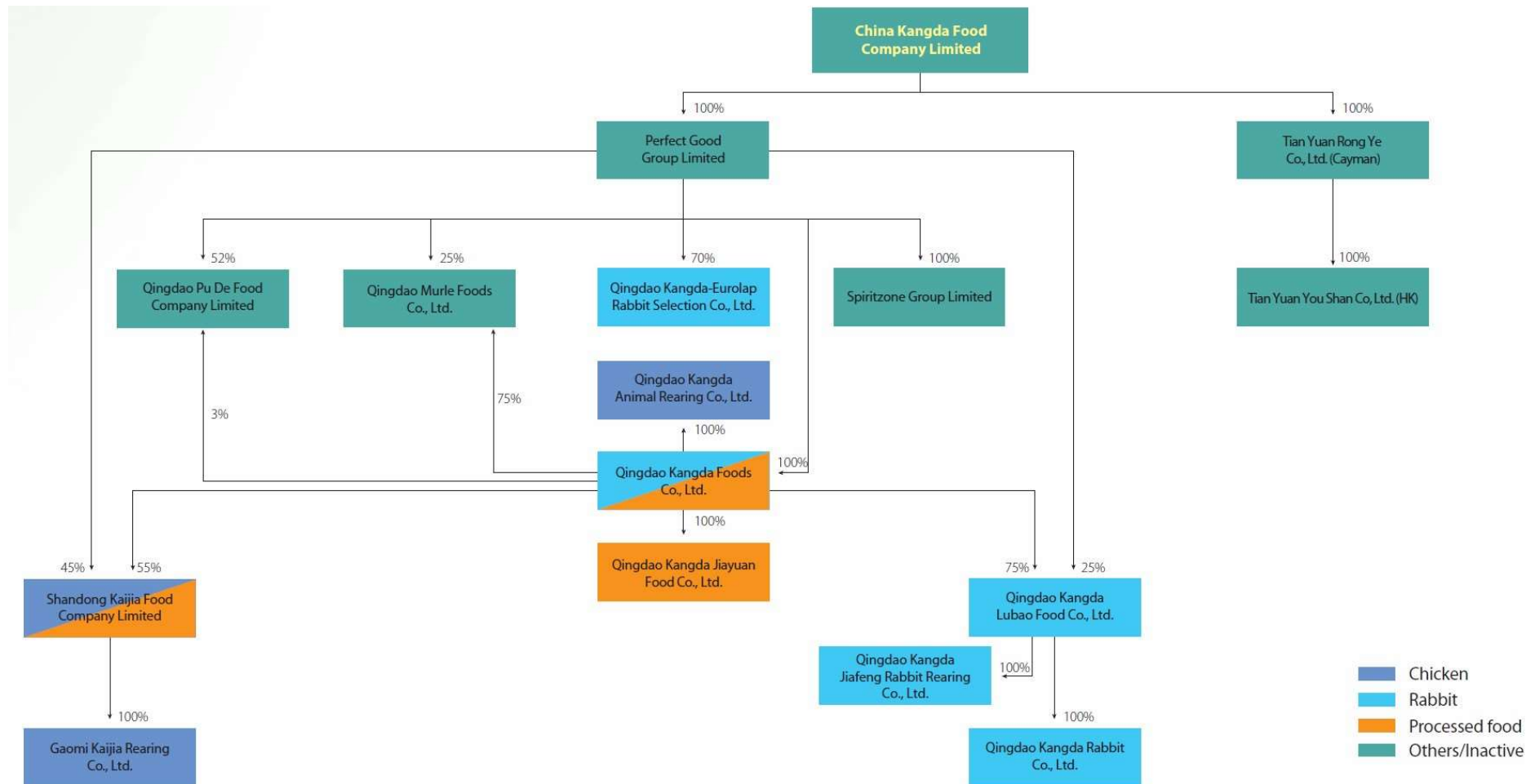
除为投资目的而持有的上市公司股份外，卖方没有在任何其他与集团竞争的业务或实体中拥有任何权益（不论是作为股东、债权人、董事、雇员或顾问）。

6. Insolvency
无偿债能力

No petition has been presented, no order has been made or resolution passed for the winding up of the Company and to the best knowledge of the Vendor, of any member of the Group, or for the appointment of a liquidator or a provisional liquidator to the Company and to the best knowledge of the Vendor, of any member of the Group. No receiver or administrative receiver has been appointed, nor any notice given of the appointment of any such person, over the whole or part of the Company's business or assets and to the best knowledge of the Vendor, of any member of the Group's business or assets.

没有就该公司及任何集团成员（据卖方所知）的清盘或为该公司及集团成员（据卖方所知）对清盘人或临时清盘人的委任提交任何呈请、作出任何命令或通过任何决议。没有就该公司及任何集团成员（据卖方所知）的全部或部分业务或资产委任任何接管人或行政接管人或就委任任何该等人士发出任何通知。

SCHEDULE 2
附表二
GROUP CHART
集團架構圖



IN WITNESS whereof this Agreement has been entered into the day and year first above written.

以昭信守，本协议于本文首载日期签订。

Vendor賣方

SIGNED by Lang Ying)
duly authorized, for and on behalf of)
ZENITH HOPE LIMITED)
由授权代表郎颖签署)
代表鼎希有限公司)

in the presence of:)
见证:)

郎颖



郎颖

Witness

签署核实人/见证人

郎颖

Yohlan Zeng

Name:

姓名:

SIGNED by Gao Sishi

HONG KONG SHENG YUAN
HOLDING CO., LIMITED

由授权代表高思诗签署
代表香港盛源控股有限公司

in the presence of:

见证：

王叔賢

Witness

签署核实人/见证人

杜淑贤

Name: _____

姓名:



陈子