**DATE: 11 December 2025**

**Hang Yick Holdings Company Limited (as Company)**

**AND**

**DaoKou Securities Limited (as Placing Agent)**

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# PLACING AGREEMENT

**relating to the placing of up to 184,224,000 Rights Shares**
**in the share capital of HK$36,844,800 to be issued under the Rights Issue**
**on the basis of four (4) Rights Shares for every one (1) Consolidated Share held on the Record Date**

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**THIS AGREEMENT** is made on 11 December 2025

**BETWEEN:**

**Hang Yick Holdings Company Limited**, an exempted company incorporated in the Cayman Islands with limited liability and whose registered office is at Cricket Square, Hutchins Drive, P.O. Box 2681, Grand Cayman KY1-1111, Cayman Islands and whose headquarters and principal place of business in Hong Kong is at Flat 606, 6/F, Sunray Industrial Centre, 610 Cha Kwo Ling Road, Yau Tong, Kowloon, Hong Kong (the "**Company**"); and

**DaoKou Securities Limited**, a company incorporated in Hong Kong with limited liability and having its registered office situated at Suite 1406, 14/F, Great Eagle Centre, 23 Harbour Road, Wanchai, Hong Kong (the "**Placing Agent**").

**WHEREAS:**

(A) The Company is incorporated in the Cayman Islands with limited liability whose issued Shares (as defined below) are listed on the main board of the Stock Exchange (as defined below) (Stock Code: 1894) and has 921,120,000 Shares in issue which are fully paid or credited as fully-paid as at the Record Date. The Company proposes to implement the Share Consolidation (as defined below) on the basis that every twenty (20) issued and unissued Shares be consolidated into one (1) Consolidated Share (as defined below). Upon the Share Consolidation becoming effective but before the completion of the Rights Issue (as defined below) and assuming no change in the number of Shares in issue from the date of this announcement to the effective date of the Share Consolidation, the authorised share capital of the Company will become HK$38,000,000 divided into 190,000,000 Consolidated Shares of HK$0.20 each, of which 46,056,000 Consolidated Shares (which are fully paid or credited as fully paid) will be in issue. As at the date of this Agreement, no share options have been granted by the Company under any of its share schemes, and the Company has no other outstanding warrants, options or convertible securities in issue or other similar rights which confer any right to convert into or subscribe for Shares.

(B) The Company proposes to conduct the Rights Issue (as defined below) at the Subscription Price (as defined below) on the basis of four (4) Rights Shares (as defined below) for every one (1) Consolidated Share held on the Record Date (as defined below).

(C) The Company has agreed to appoint the Placing Agent and the Placing Agent has agreed to act as the placing agent of the Company and to use its best efforts with no underwriting obligation to procure subscribers to subscribe for the Placing Shares (as defined below) upon the terms and subject to the conditions set out in this Agreement.

**IT IS HEREBY AGREED:**

## 1. INTERPRETATION

(A) In this Agreement, including the recitals and schedule hereto, unless the context otherwise requires:

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| **"acting in concert"** | has the same meaning ascribed thereto under the Takeovers Code |
| **"AFRC"** | the Accounting and Financial Reporting Council of Hong Kong |
| **"Agreement"** | this placing agreement as amended or varied from time to time by an agreement in writing duly executed and delivered by the parties hereto |
| **"Announcement"** | means the announcement relating to the Rights Issue in agreed form to be issued by the Company as soon as possible following the execution of this Agreement pursuant to the requirements under the Listing Rules |
| **"Business Day"** | a day (excluding Saturday, Sunday, public holiday and any day on which "extreme conditions" caused by super typhoons is announced by the Government of Hong Kong or a tropical cyclone warning signal no. 8 or above is hoisted or remains hoisted between 9:00 a.m. and 12:00 noon and is not lowered at or before 12:00 noon or on which a "black" rainstorm warning signal is hoisted or remains in effect between 9:00 a.m. and 12:00 noon and is not discontinued at or before 12:00 noon) on which licensed banks in Hong Kong are open for business throughout their normal business hours |
| **"CCASS"** | the Central Clearing and Settlement System established and operated by Hong Kong Securities Clearing Company Limited |
| **"Completion"** | means completion of the Placing in accordance with the terms and condition set out in this Agreement |
| **"Complying Applications"** | valid applications under the PALs in accordance with the terms of the Prospectus Documents together with cheques or cashier's orders or other remittances for the full amount payable in respect of the Rights Shares being applied for under such PALs which are honoured on first or, at the discretion of the Company, subsequent presentation |
| **"Consolidated Shares"** | ordinary share(s) of HK$0.20 each in the share capital of the Company upon the Share Consolidation becoming effective |

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| **"Group"** | means collectively, the Company and its subsidiaries |
| **"Hong Kong"** | the Hong Kong Special Administrative Region of the People's Republic of China |
| **"HK$"** | Hong Kong dollars, the lawful currency of Hong Kong |
| **"Latest Time for Acceptance"** | 4:00 p.m. on Thursday, 5 March 2026 (or such other time and date as may be determined by the Company) being the latest time for acceptance of and payment for the Rights Shares |
| **"Latest Time for Placing Arrangement"** | 4:00 p.m. on Thursday, 5 March 2026, being the latest time for the Placing Agent to determine the list of Placees and to notify the Company of the results of the Placing |
| **"Latest Time for Termination"** | 5:00 p.m. on Friday, 20 March 2026 (or such later time or date as may be agreed between the Placing Agent and the Company), being the latest time to terminate the Agreement |
| **"Listing Committee"** | has the same meaning ascribed thereto under the Listing Rules |
| **"Listing Rules"** | the Rules Governing the Listing of Securities on the Stock Exchange |
| **"Non-Qualifying Shareholders"** | those Overseas Shareholders to whom the Company considers it necessary or expedient not to offer the Rights Shares |
| **"NQS Unsold Rights Shares"** | the Rights Share(s) which would otherwise have been provisionally allotted to the Excluded Shareholders in nil- paid form that have not been sold by the Company |
| **"PAL(s)"** | the renounceable provisional allotment letter(s) to be issued to the Qualifying Shareholders in connection with the Rights Issue |
| **"Placee(s)"** | any person or entity procured by the Placing Agent or its agent(s) to subscribe for any Unsubscribed Shares and NQS Unsold Rights Shares |

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| **"Placing"** | the placing of the Unsubscribed Shares and NQS Unsold Rights Shares on and subject to the terms and condition set out in this Agreement |
| **"Placing Period"** | a period commencing from the first (1st) Business Day immediately after the announcement of the number of Unsubscribed Shares and NQS Unsold Rights Shares and ending on 5:00 p.m. on the fifth (5th) business after the Latest Time for Acceptance (both days inclusive) |
| **"Placing Price"** | not less than HK$0.46 per Unsubscribed Share and NQS Unsold Rights Share (exclusive of any brokerage, SFC transaction levy, AFRC transaction levy and Stock Exchange trading fee as may be payable), which is the same as the Subscription Price and the final price determination shall depends on the demand and market conditions of the Unsubscribed Shares and NQS Unsold Rights Shares |
| **"Prospectus"** | the prospectus to be issued by the Company for the Rights Issue |
| **"Prospectus Documents"** | the Prospectus and the PAL |
| **"Qualifying Shareholders"** | Shareholders whose names appear on the register of members of the Company as at the close of business on the Record Date and are not the Non-Qualifying Shareholders |
| **"Record Date"** | tentatively being Friday, 13 February 2026 or such other date as may be determined by the Company for the determination of the entitlements under the Rights Issue |
| **"Rights Issue"** | the proposed offer for subscription by the Qualifying Shareholders for the Rights Shares at the Subscription Price on the terms and subject to the conditions set out in this Agreement and the Prospectus Documents and as briefly described in the Announcement |
| **"Rights Shares"** | up to 184,224,000 Shares proposed to be offered to the Qualifying Shareholders under the Rights Issue |
| **"Settlement Date"** | the date being Friday, 27 March 2026, or such other date as the Company may determine |

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| **"SFC"** | the Securities and Futures Commission of Hong Kong |
| **"Share(s)"** | ordinary share(s) of HK$0.01 each in the share capital of the Company |
| **"Share Consolidation"** | the proposed consolidation of every twenty (20) issued and unissued Shares be consolidated into one (1) Consolidated Share |
| **"Shareholder(s)"** | holder(s) of the Shares |
| **"Stock Exchange"** | The Stock Exchange of Hong Kong Limited |
| **"Subscription Price"** | the issue price of HK$0.46 per Rights Share at which the Rights Shares are proposed to be offered for subscription |
| **"subsidiary(ies)"** | has the meaning ascribed thereto it in section 15 of the Companies Ordinance (Chapter 622 of the Laws of Hong Kong) |
| **"Takeovers Code"** | the Code on Takeovers and Mergers issued by the Securities and Futures Commission in Hong Kong as amended from time to time |
| **"Unsubscribed Shares"** | consists of: (i) those (if any) of the Rights Shares in respect of which Complying Applications have not been received on or before Latest Time for Acceptance; (ii) the Rights Shares which would otherwise have been allotted to the Non-Qualifying Shareholders; and (iii) fractional Rights Shares that are not issued, to be placed pursuant to this Agreement |

(B) In this Agreement, references herein to '**Recitals**", "**Clauses**" and the "**Schedule**" are to the recitals and clauses of and the schedule to this Agreement.

(C) In this Agreement, the singular includes the plural and vice versa, words importing gender or the neuter include both genders and the neuter and references to persons include bodies corporate or unincorporate.

(D) Headings inserted are for convenience only and shall not affect the interpretation of this Agreement.

(E) References in this Agreement to time are to Hong Kong time.

## 2. PLACING

(A) Upon and subject to the terms and condition set out in this Agreement, the Placing Agent agrees, as agent of the Company, during the Placing Period to procure on a best effort basis Placees to subscribe for the Unsubscribed Shares and NQS Unsold Rights Shares at the Placing Price. The Placing Agent may carry out the Placing itself and/or, at its own expenses, through such other agents as the Placing Agent may agree with the Company. The Placing Agent shall procure that such other agents shall comply with all relevant obligations to which the Placing Agent is subject under the terms of this Agreement.

(B) The Company hereby appoints the Placing Agent as its sole agent to during the Placing Period, procure on a best effort basis Placees to subscribe for the Unsubscribed Shares and NQS Unsold Rights Shares on and subject to the terms and condition set out in this Agreement. Any transaction properly carried out by the Placing Agent pursuant to this Agreement shall constitute a transaction carried out by the Placing Agent at the request of the Company and as its agent and not on account of or for the Placing Agent. The Placing Agent shall not be responsible for any loss or damage (except for any loss or damage which is caused, directly or indirectly, by fraud, wilful default or negligence on the part of the Placing Agent, or any sub-agent appointed by the Placing Agent pursuant to Clause 2(A)) to the Company arising directly or indirectly from any such transaction (other than as a result of non-compliance by the Placing Agent with its obligations under this Agreement).

(C) The Company hereby confirms that the foregoing appointment confers on the Placing Agent all powers, authorities and discretion on its behalf which are necessary for, or incidental to, the Placing and hereby agrees to ratify and confirm any act which the Placing Agent shall or may lawfully and reasonably do or have done pursuant to or in anticipation of the terms and condition of this Agreement subject to the provisions contained herein.

(D) The Company shall be obliged to allot and issue such number of Unsubscribed Shares and NQS Unsold Rights Shares to the Placees procured by the Placing Agent in accordance with the articles of association of the Company, all applicable laws of Hong Kong and the rules and regulations of the Stock Exchange, and the Unsubscribed Shares and NQS Unsold Rights Shares shall rank *pari passu* in all respects among themselves and with the Shares in issue and be free from all liens, charges, encumbrances and third-party rights together with all rights attaching thereto as at the Settlement Date, including but not limited to the rights to receive all future dividends and other distributions thereafter declared, made or paid.

(E) Prior to the Completion and by no later than 5:00 p.m. on the next Business Day after the Placing Agent has procured the Placees to subscribe for the Unsubscribed Shares and NQS Unsold Rights Shares (or such later date as may be agreed between the parties hereto in writing), the Placing Agent shall deliver to the Company the names, addresses and denominations (in board lots or otherwise) in which the Unsubscribed Shares and NQS Unsold Rights Shares

are to be registered and, where relevant, the CCASS accounts to which the Unsubscribed Shares and NQS Unsold Rights Shares are to be credited. The choice of the Placees shall be determined by the Placing Agent at its sole discretion subject to the requirements of the Listing Rules and/or any objection the Stock Exchange may have to any particular person or company being a Placee PROVIDED that the Placing Agent undertakes to use its best endeavours to procure that the Placing Shares shall only be placed to such persons or companies whose themselves and their respective ultimate beneficial owners (if applicable) are third parties independent of, and not connected with the Company, its connected persons (as defined under the Listing Rules) and their respective associates (as defined under the Listing Rules).

## 3. CONDITIONS

(A) The Placing is conditional upon:

(i) the Rights Issue having become unconditional;

(ii) the Company's warranties contained in the Placing Agreement remaining true and accurate and not misleading in all material respects at all times prior to the date of completion of the Placing;

(iii) the Listing Committee granting the listing of, and permission to deal in, the Unsubscribed Shares and the NQS Unsold Rights Shares with or without conditions;

(iv) all necessary consents and approvals to be obtained on the part of each of the Placing Agent and the Company in respect of the Placing Agreement and the transactions contemplated thereunder having been obtained; and

(v) this Agreement not having been terminated in accordance with the provisions hereof.

(B) In the event the condition referred to in Clause 3(A) is not fulfilled on or before the Latest Time for Termination (or such later date as may be agreed between the parties hereto in writing), all rights, obligations and liabilities of the parties hereto shall cease and terminate and neither of the parties shall have any claim against the other, save for any antecedent breach under this Agreement prior to such termination.

## 4. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

(A) The Company hereby represents, warrants and undertakes to the Placing Agent that:

(i) the Unsubscribed Shares and NQS Unsold Rights Shares shall be allotted and issued in accordance with the articles of association of the Company, all applicable laws of Hong Kong and the rules and regulations of the

Stock Exchange and the SFC, and the Unsubscribed Shares and NQS Unsold Rights Shares shall rank *pari passu* in all respects among themselves and with the Shares in issue and be free from all liens, charges, encumbrances and third-party rights together with all rights attaching thereto as at the Settlement Date, including but not limited to the rights to receive all future dividends and other distributions thereafter declared, made or paid;

(ii) subject to the fulfillment of the conditions referred to in Clause 3(A), the Company has full power and authority to issue the Unsubscribed Shares and NQS Unsold Rights Shares and has obtained all the relevant approval(s), consent(s) and license(s) required (if any) for the allotment and issue of the Unsubscribed Shares and NQS Unsold Rights Shares;

(iii) the Company has the power to enter into this Agreement and this Agreement has been duly authorised and executed by, and constitutes legal, valid and binding obligations of the Company which shall be enforceable against the Company in accordance with its terms and condition;

(iv) the Company undertakes to indemnify the Placing Agent, its delegates, affiliates and the sub-placing agents and their respective directors, employees, officers and shareholders (collectively referred to as the "**Indemnified Persons**") and to hold each of the Indemnified Persons fully and effectively indemnified on a continuing basis against all losses, liabilities, damages, costs, charges and reasonable expenses (including but without limitation, legal fees, liabilities, costs and expenses), claims, actions, investigations, demands, proceedings, regulatory enquiries or judgment which may be brought, incurred or suffered or alleged or threatened to be brought against or incurred or suffered by any or all of the Indemnified Persons as a result of, or arising out of, or in relation to, any misrepresentation or alleged misrepresentation or any breach or alleged breach of any of the aforesaid representations, warranties or agreements of the Company in Clauses 4(A)(i) to (iii); and

(v) no claim shall be made against any or all of the Indemnified Persons by the Company to recover any damages, losses, claims, costs, charges or reasonable expenses which the Company may suffer or incur by reason of or arising from the carrying out by or on behalf of the Placing Agent of the work to be done by it pursuant hereto or the performance of its obligations hereunder or otherwise in connection with the Placing except for any loss or damage directly resulted from any fraud, wilful default or gross-negligence as finally adjudged on the part of the relevant Indemnified Persons by the competent court in Hong Kong or as a result, directly or indirectly, from non-compliance by the Placing Agent or any sub-placing agent with its obligations under this Agreement.

(B) The Placing Agent hereby represents, warrants and undertakes to the Company that:

(i) it has power to enter into this Agreement and this Agreement has been duly authorised and executed by, and constitutes legal, valid and binding obligations of the Placing Agent which shall be enforceable against the Placing Agent in accordance with its terms and condition;

(ii) the Unsubscribed Shares and NQS Unsold Rights Shares shall not be offered to or placed in circumstances which would constitute an offer to the public in Hong Kong within the meaning of the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Chapter 32 of the Laws of Hong Kong) or in any other place or in any manner in which the securities laws, rules or regulations of any place may be infringed or not complied with;

(iii) the Placing Agent will use its best endeavours and make all reasonable enquiries to ensure that the Placees and their respective ultimate beneficial owners (if applicable) will be third parties independent of, and not connected with the Company, its connected persons (as defined under the Listing Rules) and their respective associates (as defined under the Listing Rules);

(iv) the Placing Agent will make available and promptly supply, or use its best endeavours to procure the relevant Placees to make available and promptly supply, to the Stock Exchange and the SFC or any other relevant authority all information in relation to the Placees which may be required by the Stock Exchange, the SFC and/or such other authority; and

(v) the Placing Agent will ensure the fulfillment and compliance of all applicable rules and regulations of the Stock Exchange and if applicable, the rules and codes of the SFC in relation to its role as placing agent for the Placing, and will issue appropriate written confirmation of such fulfillment and compliance upon request by the Company and/or the relevant authority.

(C) Each party to this Agreement undertakes that, save for the Announcement, the Prospectus Documents and any other disclosure as may be required to be made in compliance with the Listing Rules or any other applicable laws, rules and regulations and/or as may be required by the relevant authority, no announcements, press releases or other general public disclosure in relation to the Placing shall be made by any of them without the prior written consent of the other party (such consent shall not be unreasonably withheld or delayed).

(D) The representations, warranties and undertakings contained in this Clause are deemed to be given as at the date of this Agreement and shall be deemed to be repeated on the Settlement Date as if given on such date with reference in each case to the facts and circumstances then subsisting and shall remain in full force and effect notwithstanding Completion. Each party hereto hereby undertakes to notify the other party to this Agreement of any matter or event coming to its

attention which may render any of the representations, warranties or undertakings untrue or inaccurate or misleading in any material respect at any time prior to the Settlement Date.

## 5. COMPLETION

Completion of this Agreement shall take place at 4:00 p.m. on the Settlement Date at the principal office of the Company in Hong Kong (or such other date, time and/or place as the parties hereto may agree in writing) when all (but, not part only) of the following businesses shall be transacted:

(i) the Placing Agent shall effect payment to the Company by way of cheque or cashier order or telegraphic transfer in Hong Kong dollars for value to the Company of an amount equal to the Placing Price multiplied by the number of the Unsubscribed Shares and NQS Unsold Rights Shares actually placed by the Placing Agent less the amounts deducted by the Placing Agent under Clause 6; and

(ii) the Company shall allot and issue to the Placees such number of the Unsubscribed Shares and NQS Unsold Rights Shares subscribed by them and shall procure that the Placees or their nominees be registered on the register of members of the Company in Hong Kong in respect thereof, and shall arrange to deliver to the Placing Agent the definitive share certificates in the form of jumbo certificate or in such denomination as the Placing Agent may instruct pursuant to Clause 2(E) issued in the names of the Placees or their nominees in respect of such number of Unsubscribed Shares and NQS Unsold Rights Shares to be subscribed by each of them respectively and in accordance with such instructions referred to above or arrange for the Unsubscribed Shares and NQS Unsold Rights Shares to be deposited into CCASS in accordance with such instructions and the Prospectus.

## 6. COMMISSIONS AND EXPENSES

(A) Subject to completion of the Placing, the Company shall pay to the Placing Agent a placing commission of 1% of the actual gross proceeds from the subscription of the Unsubscribed Shares and NQS Unsold Rights Shares under the Placing, and the Placing Agent is hereby authorised to deduct from the payment to be made by it to the Company at Completion pursuant to Clause 5(i).

(B) Subject to Clause 6(C), the Company shall pay all out-of-pocket expenses properly and reasonably incurred by the Placing Agent in connection with the Placing.

(C) Each of the parties hereto shall be respectively liable for its own legal and other professional fees and expenses in connection with the preparation of this Agreement.

## 7. TERMINATION

(A) Notwithstanding anything contained in this Agreement, the Placing Agent may terminate this Agreement without any liability to the Company save for antecedent breach under this Agreement prior to such termination, by notice in writing given to the Company at any time prior to the Latest Time for Termination upon the occurrence of the following events which, in the absolute opinion of the Placing Agent, has or may have an adverse material effect on the business or financial conditions of the Group taken as a whole or the success of the Placing or otherwise makes it inappropriate to proceed with the Placing on the terms and in the manner contemplated in this Agreement if there develops, occurs or comes into force:

(i) the occurrence of any event, development or change (whether or not local, national or international or forming part of a series of events, developments or changes occurring or continuing before, on and/or after the date of this Agreement) and including an event or change in relation to or a material adverse development of an existing state of affairs of a political, military, industrial, financial, economic, fiscal, regulatory or other nature, resulting in a change in, or which may result in a change in, political, economic, fiscal, financial, regulatory or stock market conditions; or

(ii) the imposition of any moratorium, suspension (for more than seven (7) trading days other than in connection with the Rights Issue) or restriction on trading in the securities generally on the Stock Exchange occurring due to exceptional financial circumstances or otherwise; or

(iii) any new law or regulation or change in existing laws or regulations or any change in the interpretation or application thereof by any court or other competent authority in Hong Kong or any other jurisdiction relevant to the Group; or

(iv) a change or development occurs involving a prospective change of taxation or exchange control (or the implementation of exchange control) in Hong Kong; or

(vi) any breach of any of the representations and warranties set out in Clause 4(A) comes to the knowledge of the Placing Agent or any event occurs or any matter arises on or after the date of this Agreement and prior to the Completion Date which if had occurred or arisen before the date of this Agreement would have rendered any of such representations and warranties untrue or incorrect in any material respect or there has been a material breach by the Company of any other provision of this Agreement; or

(vii) the Unsubscribed Shares and NQS Unsold Rights Shares are not approved by the relevant regulatory bodies and/or regulatory authorities to be placed to any placees as contemplated in this Agreement.

(B) If (i) notice is given pursuant to Clause 7(A); and/or (ii) all the Rights Shares have been taken up by the Qualifying Shareholders and/or the holders of the nil-paid rights on or before the Latest Time for Acceptance, this Agreement shall terminate and be of no further effect and neither party shall be under any liability to the other party in respect of this Agreement save for any antecedent breach under this Agreement prior to such termination.

## 8. MISCELLANEOUS

(A) All provisions of this Agreement shall so far as they are capable of being performed or observed continue in full force and effect notwithstanding Completion except in respect of those matters which have already been performed.

(B) This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of parties hereto may execute this Agreement by signing any such counterparts.

(C) This Agreement shall be binding on and endure for the benefit of the successors of the parties hereto but assignment may only be made after prior written consent of the other party has been given.

## 9. NOTICE

(A) Subject to Clause 9(B), any notice required to be given hereunder will be deemed to be duly served if left at or sent by hand, by telex or email transmission or pre-paid post to the registered office or to the following addresses and facsimile numbers and marked for the attention of the following persSubject to Clause 9(A), any such notice will be deemed to be served if sent by facsimile on receipt of answer back, if sent by hand at the time when the same is handed to or left at the address of the party to be served, and if sent by post on the day (excluding Sundays or Hong Kong public holidays) after the day of posting.

| Party | Address | Email address |
|---|---|---|
| Company | Flat 606, 6/F, Sunray Industrial Centre, 610 Cha Kwo Ling Road, Yau Tong, Kowloon, Hong Kong<br>Attention: The Board of Directors | jasonlaw@hy-engineering.com |
| Placing Agent | Suite 1406, 14/F, Great Eagle Centre, 23 Harbour Road, Wanchai, Hong Kong<br>Attention: ECM Team | ecm@daokousec.com |

(B) The Company shall issue a written notice to the Placing Agent if there is any change in the timetable in respect of the Rights Issue.

## 10. TIME OF ESSENCE

Time shall be of the essence of this Agreement.

## 11. COUNTERPARTS

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

## 12. GOVERNING LAW AND JURISDICTION

(A) This Agreement is governed by and shall be construed in accordance with the laws of Hong Kong.

(B) The parties hereto irrevocably submit to the non-exclusive jurisdiction of the courts of Hong Kong.

(C) Notwithstanding any other provisions of this Agreement, a person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) to enforce any provisions of this Agreement.

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

**THE COMPANY**

**SIGNED** by )
)
For and on behalf of )
**Hang Yick Holdings** )
**Company Limited** )
)
In the presence of: )

*For and on behalf of*
恒益控股有限公司
HANG YICK HOLDINGS COMPANY LIMITED

.....
*Authorized Signature(s)*

Law Hok Yu
Executive Director
( for Placing Agreement)

**THE PLACING AGENT**

**SIGNED** by )
)
For and on behalf of )
**DaoKou Securities Limited** )
)
In the presence of: )
)

