

Date: 15 September 2025
日期：2025 年 9 月 15 日

BRILLIANT LEAGUE LIMITED

VAST OCEAN LIMITED

HIGHLAND TRIUMPH LIMITED

- AND -

- 和 -

SWIFT ASCENT LIMITED

**AGREEMENT FOR THE SALE AND PURCHASE OF
321,897,769 SHARES OF HK\$0.10 EACH
IN THE ISSUED SHARE CAPITAL OF
BRIGHT FUTURE TECHNOLOGY HOLDINGS LIMITED**

**关于出售与购买
辉煌明天科技控股有限公司
已发行股本中每股面值为港币0.10的
321,897,769股股份的协议**

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THIS AGREEMENT is made on the 15th day of September 2025

本协议 于 2025 年 9 月 15 日 签订

BETWEEN:

各方：

- (1) **BRILLIANT LEAGUE LIMITED** (BVI company number: 1977418), a company incorporated in the BVI with limited liability and having its registered office at Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, the BVI (“**Brilliant League**”);
BRILLIANT LEAGUE LIMITED (BVI公司编号：1977418)，一家在BVI注册成立的有限公司，其注册办事处位于Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, BVI (「**Brilliant League**」)；
- (2) **VAST OCEAN LIMITED** (BVI company number: 2067231), a company incorporated in the BVI with limited liability and having its registered office at ICS Corporate Services (BVI) Limited, Sea Meadow House, P.O. Box 116, Road Town, Tortola, the BVI (“**Vast Ocean**”);
VAST OCEAN LIMITED (BVI公司编号：2067231)，一家在BVI注册成立的有限公司，其注册办事处位于ICS Corporate Services (BVI) Limited, Sea Meadow House, P.O. Box 116, Road Town, Tortola, the BVI (「**Vast Ocean**」)；
- (3) **HIGHLAND TRIUMPH LIMITED** (BVI company number: 1980658), a company incorporated in the BVI with limited liability and having its registered office at Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, the BVI (“**Highland Triumph**”);
HIGHLAND TRIUMPH LIMITED (BVI公司编号：1980658)，一家在BVI注册成立的有限公司，其注册办事处位于Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, BVI (「**Highland Triumph**」)；

(Brilliant League, Vast Ocean and Highland Triumph, each a “**Vendor**”, together the “**Vendors**”)

(Brilliant League、Vast Ocean 与 Highland Triumph，各自为“一名卖方”，合称为“卖方”)

-and-

-和-

- (4) **SWIFT ASCENT LIMITED** (BVI company number: 2175234), a company incorporated in the BVI with limited liability and having its registered office at Start Chambers, Wickham's Cay II, P.O. Box 2221, Road Town, Tortola, the BVI (the **"Purchaser"**);

SWIFT ASCENT LIMITED (BVI公司编号：2175234)，一家在BVI注册成立的有限公司，其注册办事处位于Start Chambers, Wickham's Cay II, P.O. Box 2221, Road Town, Tortola, the BVI (「**买方**」)；

(All parties hereto are together referred to as the **"Parties"** and each a **"Party"**).
(本协议各方合称为**"各方"**，单独称为**"一方"**)。

WHEREAS 鉴于：

- (A) Bright Future Technology Holdings Limited (the **"Listco"**) is a company incorporated in the Cayman Islands with limited liability whose issued shares are listed on the Main Board of the Stock Exchange (stock code: 01351). Further particulars of the Listco and its subsidiaries are set out in Schedule 1 and Schedule 2, respectively. As at the date hereof, the Listco:

辉煌明天科技控股有限公司 (「**上市公司**」) 是一家于开曼群岛注册成立的有限公司，其已发行股份于联交所主板上市 (股份代号：01351.HK)。上市公司及其附属公司的进一步详情分别载于附表1及附表2。截至本协议签署之日，上市公司：

- (i) has an authorised share capital of HK\$200,000,000 divided into 2,000,000,000 shares with a par value of HK\$0.1 each (the **"Share(s)"**) and 600,000,000 Shares have been issued and are fully paid up or credited as fully paid; and

拥有授权股本港币200,000,000元，分为2,000,000,000股，每股面值为港币0.1元 (「**股份**」)，其中已有600,000,000股股份发行，并已全额缴付或视为已全额缴付；及

- (ii) has no outstanding warrants, options or convertible or exchangeable securities carrying rights to convert or exchange into Shares.

不存在任何尚未行使的认股权证、期权或可转换或可交换证券，亦无任何可转换或可交换为股份的权利。

- (B) The Listco is an investment holding company. The Group is principally engaged in the provision of intelligent marketing solutions services, comprised of two key components, namely, "influential placement services" and "integrated intelligent marketing solutions services", in the People's Republic of China.

上市公司为投资控股公司。集团主要于中国从事提供智慧营销解决方案服务

(包含两个主要分部，即「影响力投放服务」及「整合智慧营销解决方案服务」)的业务。

- (C) As at the date of this Agreement and before Completion, Brilliant League, Vast Ocean and Highland Triumph are the legal and beneficial owners of 107,299,256, 107,299,256 and 107,299,257 issued Shares, respectively, representing approximately 17.88%, 17.88% and 17.88% of the issued share capital of the Listco, respectively.
截至本协议签署之日且在完成之前，Brilliant League、Vast Ocean 和 Highland Triumph 分别为已发行股份107,299,256股、107,299,256股及107,299,257股的合法及实益拥有人，分别约占上市公司已发行股本的17.88%、17.88%及17.88%。
- (D) The Vendors have agreed to sell severally and the Purchaser has agreed to purchase the Relevant Sale Shares respectively from the relevant Vendor, subject to and upon the terms and conditions set out in this Agreement.
卖方已分别同意出售，而买方亦已同意分别向相关卖方购买其各自的相关出售股份，交易须遵循并依照本协议所载的条款及条件进行。
- (E) Immediately following Completion, the Purchaser will be interested in 321,897,769 Shares, representing approximately 53.65% of the issued share capital of the Listco, and the Purchaser has agreed to make the Offer in respect of the securities of the Listco in accordance with the Takeovers Code.
于完成后，买方将持有321,897,769股股份，约占上市公司已发行股本的53.65%，并已同意根据《收购守则》就上市公司的证券提出要约。
- (F) After arm's length negotiation, the Vendors and the Purchaser agreed the valuation of the Group to be at HK\$150,000,000. As such, the total consideration payable by the Purchaser to the Vendors for the Sale Shares shall be at HK\$80,474,442.25.
经公平磋商后，卖方与买方一致同意集团的估值为港币150,000,000元。因此，买方应就出售股份向卖方支付的总对价为港币80,474,442.25元。

NOW IT IS HEREBY AGREED as follows:

现同意如下：

1. INTERPRETATION 解释

1.1 Definitions 定义

In this Agreement (including the Recitals), unless the context otherwise required:
在本协议（包括序言部分）中，除非上下文另有要求：

“Accounts” “账户”	means the Audited Accounts and the Unaudited Accounts; 指经审计账目和未经审计账目；
“Acting in Concert” “协同行动”	has the meaning ascribed to it under the Takeovers Code; 具有《收购守则》所赋予的涵义；
“Agreement” “协议”	means this Agreement as amended from time to time in accordance with <u>Clause 18.2</u>; 指本协议及根据 <u>第18.2条</u> 不时修订的版本；
“Audited Accounts” “经审计账目”	means the audited consolidated financial statements of the Listco as at 31 December 2024 contained in its 2024 annual report published on 24 April 2025, including the notes to the audited consolidated financial statements and the independent auditors’ report; 指上市公司截至2024年12月31日的经审计合并财务报表，载于其2024年度报告（于2025年4月24日发布），包括经审计合并财务报表附注及独立核数师报告；
“Business Day(s)” “工作日”	means a day (other than Saturday or Sunday and days on which a tropical cyclone warning No. 8 or above or a “black rainstorm warning signal” is hoisted in Hong Kong at any time between 9:00 a.m. and 5:00 p.m.) on which licensed banks in Hong Kong are open for general banking business; 指香港持牌银行开放一般银行业务的日子（星期六、星期日及香港在上午9：00至下午5：00期间的任何时间悬挂八号或以上热带气旋警告信号或黑色暴雨警告信号的日子除外）；
“BVI” “BVI”	means the British Virgin Islands; 指英属维尔京群岛；
“CCASS” “中央结算系统”	means the Central Clearing and Settlement System established and operated by Hong

	Kong Securities Clearing Company Limited; 指由香港结算有限公司设立并营运的中央清算及交收系统;
“Companies Ordinance” “《公司条例》”	means the Companies Ordinance (Chapter 622 of the Laws of Hong Kong); 指《公司条例》（香港法例第622章）;
“Completion” “完成”	means completion of the sale and purchase of the Sale Shares pursuant to <u>Clause 4</u> ; 指根据 <u>第4条</u> 项下完成出售股份的买卖;
“Completion Date” “完成日”	means the date of execution of this Agreement, or such other date as the Vendors and the Purchaser may agree in writing; 指本协议签署之日，或卖方与买方书面同意的其他日期;
“Composite Document” “综合文件”	means the composite offer and response document to be jointly despatched by the Purchaser, other offeror(s) (if any) and the Listco to the shareholders of the Listco in accordance with the Takeovers Code in respect of the Offer; 指买方、其他要约人（如有）及上市公司根据《收购守则》就要约共同寄发予上市公司股东的综合要约及回应文件;
“Consideration” “对价”	means HK\$80,474,442.25, being the total purchase price payable by the Purchaser to the Vendors for the Sale Shares; 指港币80,474,442.25元，为买方就出售股份应向卖方支付的总购买价款;
“Disclosed” “披露”	means all the documents and information disclosed and/or contained in this Agreement and the Accounts, all the documents and information which the Vendors, the Listco and/or the Group provide or procure to provide to the Purchaser (and its representatives and professional advisers) in writing or otherwise, all the documents and information which the Purchaser provide or

procure to provide to the Vendors (and their respective representatives and professional advisers) in writing, and any documents and information which are known to the public or publicly available or to the Purchaser, as and when applicable;

指以下所有文件及资料：载于本协议及账户中的所有文件及资料；由卖方、上市公司及/或集团以书面或其他形式向买方（及其代表及专业顾问）提供或促使提供的所有文件及资料；由买方以书面形式向卖方（及其各自的代表及专业顾问）提供或促使提供的所有文件及资料；以及在适用情况下，任何公众已知或可公开获取或买方已知的文件及资料；

“DVP”
“DVP”

means the delivery of securities versus payment as specified by the CCASS Operational Procedures, which form part of the General Rules of CCASS, as amended from time to time;

指根据《中央结算系统运作程序》（该程序构成《中央结算系统一般规则》的一部分，并不时修订）所规定的“证券交收对付款”方式

“Encumbrance(s)”
“产权负担”

means and includes any option, right to acquire, right of pre-emption, mortgage, charge, pledge, lien, hypothecation, title retention, right of set-off, claim, counterclaim, trust arrangement or other security, any equity or restriction (including any restriction imposed under the Companies Ordinance) or other adverse rights and interests of all kinds and descriptions;

指并包括任何期权、收购权、优先购买权、抵押权、押记、质押、留置权、抵押、所有权保留、抵销权、索赔、反诉、信托安排或其他担保，任何股权或限制（包括根据《公司条例》施加的任何限制）或其他各种类型和描述的不利权益；

“Executive”

has the meaning ascribed to it under the Takeovers Code;

“执行人员”	具有《收购守则》所赋予的涵义；
“Group” “集团”	means the Listco and its subsidiaries and “Group Company” shall mean any of them; 指上市公司及其附属公司； “集团公司” 指上述任何一方；
“HK\$” “港币”	means Hong Kong dollars, the lawful currency of Hong Kong; 指香港的法定货币港元；
“Hong Kong” “香港”	means the Hong Kong Special Administrative Region of the People’s Republic of China; 指中华人民共和国香港特别行政区；
“Laws” “法律”	means any applicable law or regulation (including the Listing Rules and the Takeovers Code); any order, judgement, decree, notice requirement or directive of any competent authority; and any other rule or principle having legal force, in each case, that is applicable to any party hereto, the Listco and/or any Group Company; 指任何适用法律或规例（包括《上市规则》及《收购守则》）；任何主管当局的任何命令、判决、法令、通知要求或指令；以及在每种情况下适用于本协议的任何一方、上市公司和/或任何集团公司的具有法律效力的任何其他规则或原则；
“Listco” “上市公司”	has the meaning ascribed to it in the Recital; 具有在序言部分中赋予它的含义；
“Listing Rules” “《上市规则》”	means Rules Governing the Listing of Securities on the Stock Exchange; 指联交所证券上市规则；
“Material Adverse Change” “重大不利变化”	means any change, event, occurrence, fact which is or is expected to or could reasonably be expected to have a material adverse effect on the financial conditions, management, business or properties, operation results, legal or financial structure, business prospect or

	assets or liabilities of any Group Company or any of the Vendors; 指任何改变、事件、事实，而该等变更、事件、事实可合理预期会对任何集团公司或任何一名卖方的财务状况、管理、业务或物业、经营业绩、法律或财务结构、业务前景或资产或负债产生重大不利影响；
“Offer” “要约”	means the mandatory unconditional cash offer to be made by the Purchaser (subject to Completion) for the Offer Shares in accordance with the Takeovers Code; 指买方根据《收购守则》并以完成为前提，就要约股份提出的强制性无条件现金收购要约；
“Offer Shares” “要约股份”	means all issued shares of the Listco while the Offer remains open for acceptance (other than the shares owned or agreed to be acquired by the Purchaser and persons Acting in Concert with it); 指要约开放接受期间上市公司所有已发行股份（买方及其一致行动人已拥有或同意收购的股份除外）；
“Participant” “参与者”	means any natural person, corporation, limited liability company, joint stock company, joint venture, partnership, enterprise, trust, unincorporated organisation, entity or organisation admitted for the time being by Hong Kong Securities Clearing Company Limited as a participant of CCASS; 指由香港证券结算有限公司于任何时间接纳入为中央结算系统参与者的任何自然人、公司、有限责任公司、股份有限公司、合资企业、合伙、企业、信托、非法人组织、实体或组织；
“Purchaser’s Warranties” “买方保证”	means the representations and warranties given by the Purchaser as set out in <u>Clause 6</u> and <u>Schedule 4</u>; 指买方于第6条及附表4中所作出的陈述与保证；

“Relevant Sale Shares”
“相关出售股份”

means in relation to a Vendor, the number and proportion of the Sale Shares as set out in Recital (C) above that the Vendor concerned is selling and transferring under the terms of this Agreement which shall be so construed and applied where relevant accordingly;
指就某一名卖方而言，其根据本协议条款出售及转让的出售股份的数量及比例，如上文引言 (C) 所载，并应在相关情况下据此解释及适用；

“Sale Shares”
“出售股份”

means in total 321,897,769 Shares legally and beneficially owned respectively by the Vendors in the respective numbers and proportions as set out in Recital (C) above to be transferred to the Purchaser in the manner as set out in Clause 2;
指由卖方分别合法及实益拥有的合共 321,897,769 股股份，其具体数量及比例如上文引言 (C) 所载，并将按照第2条所述方式转让予买方；

“Settlement Account”
“结算账户”

means the respective securities accounts of the relevant Vendor and the Purchaser maintained with their respective designated Participant in relation to the delivery of the Relevant Sale Shares and the payment of the Consideration in accordance with this Agreement;
指相关卖方与买方分别在其指定的参与者处所设立的证券账户，用于根据本协议交付相关出售股份及支付代价；

“SFC”
“证监会”

means the Securities and Futures Commission in Hong Kong;
指香港证券及期货事务监察委员会；

“Share(s)”
“股份”

has the meaning ascribed to it in the Recital;
具有在序言部分中赋予它的含义；

“Stock Exchange”
“联交所”

means The Stock Exchange of Hong Kong Limited;
指香港联合交易所有限公司；

“Surviving Clauses”
“存续条款”

means Clauses 1, 9, 13, 15 and 18;
指 第1、9、13、15及18条;

“Takeovers Code”
“《收购守则》”

means the Codes on Takeovers and Mergers and Share Buy-backs published by the SFC;
指证监会公布的《公司收购、合并及股份回购守则》;

“Unaudited Accounts”
“未经审计账目”

means the unaudited consolidated statement of financial position of the Group as at 30 June 2025 and the unaudited consolidated statement of comprehensive income of the Group for the period commencing from 1 January 2025 and ending on 30 June 2025, as contained in the interim results announcement of the Listco as published on 20 August 2025; and
指集团截至2025年6月30日的未经审计合并财务状况表，以及集团自2025年1月1日起至2025年6月30日止期间的未经审计合并全面收益表，并载于上市公司于2025年8月20日刊发的中期业绩公告；及

“Vendors’ Warranties”
“卖方保证”

means the representations and warranties given by the respective Vendors in respect of the Relevant Sale Shares of the Vendor concerned as set out in Clause 6 and Schedule 3.
指各卖方就其相关出售股份所作出的陈述与保证，载于第6条及附表3中。

1.2 References to one gender include all genders and references to the singular include the plural and vice versa.

对一种性别的引用包括所有性别，对单数的引用包括复数，反之亦然。

1.3 References to:
提述：

- (a) a person include any individual, company, partnership or unincorporated association (whether or not having separate legal personality); and
任何人包括任何个人、公司、合伙或非法人社团（不论是否具有独立法人资格）；和
- (b) a company include any body corporate, wherever incorporated.
公司包括任何法人团体，无论在何处注册成立。

- 1.4 References to a statute or statutory provision (including the Listing Rules and the Takeovers Code) include:
提述法规或法定条文（包括《上市规则》及《收购守则》）包括：
- (a) that statute or provision as from time to time modified, re-enacted or consolidated whether before or after the date of this Agreement;
不时修改、重新颁布或合并的法规或规定，无论是在本协议日期之前还是之后；
 - (b) any past statute or statutory provision (as from time to time modified, re-enacted or consolidated) which that statute or provision has directly or indirectly replaced; and
该法规或条款直接或间接替代的任何过往法规或条款；和
 - (c) any subordinate legislation made from time to time under that statute or statutory provision.
根据该法规或法定条文不时制定的任何附属法例。
- 1.5 References to “Clauses”, “Schedules” and “Appendices” are to clauses in and schedules and appendices to this Agreement, and the Schedules and Appendices to this Agreement shall be deemed to form part of this Agreement and shall have effect as if set out in full in the body of this Agreement.
对“条款”、“附表”和“附录”的引用是指本协议中的条款、附表和附录，本协议的附表和附录应被视为构成本协议的一部分，并应具有效力，犹如在本协议正文中完整规定一样。
- 1.6 The headings and sub-headings herein are inserted for convenience only and shall not affect the construction or interpretation of this Agreement.
此处加入的标题和副标题仅为方便起见，不应影响本协议的解释。
- 1.7 References to books, records or other information mean books, records or other information in any form including paper, electronically stored data, magnetic media, film and microfilm.
对书籍、记录或其他信息的引用是指任何形式的书籍、记录或其他信息，包括纸张、电子存储的数据、磁性介质、胶片和缩微胶卷。
- 1.8 The words “including”, “include”, “in particular” and words of similar effect shall not be deemed to limit the general effect of the words that precede them.
“包括”、“包含”、“特别是”等词语和具有类似效果的词语不应被视为限制其前面词语的一般效力。
- 1.9 References in this Agreement to any time of a day shall be references to the time of the day in Hong Kong.

协议中提及的一天中的任何时间均指香港时间。

- 1.10 The expressions “the Vendor(s)” and “the Purchasers” shall unless the context requires otherwise shall include their successors and permitted assigns.
除非上下文另有要求，“卖方”及“买方”一词应包括其继承人及获准的受让人。
- 1.11 All representations, warranties, undertakings, indemnities, covenants, agreements and obligations given or entered into by more than one person are given or entered into jointly and severally.
由多方给予或订立的所有陈述、保证、承诺、弥偿、契诺、协议和义务均以连带方式给予或订立。

2. SALE AND PURCHASE OF THE SALE SHARES 出售股份的买卖

- 2.1 On and subject to the terms and conditions of this Agreement, the Vendors respectively as legal and beneficial owners shall severally sell, and the Purchaser shall purchase, the Relevant Sale Shares in the manner as set out in Clause 2.2, free from all Encumbrances and third party rights and together with all rights and entitlements attached to the Relevant Sale Shares as at Completion, including but not limited to any distributions, dividends, share options, warrants, bonus and rights issue attaching or accruing thereto.
根据本协议的条款及条件，卖方作为相关出售股份的合法及实益拥有人，应分别出售，而买方应购买相关出售股份，出售方式详见第2.2条。相关出售股份应不附带任何产权负担及第三方权利，并应连同截至完成时附属于该等股份的所有权利及权益一并转让，包括但不限于任何分派、股息、购股权、认股权证、红股及供股等附带或应计权益。
- 2.2 Each Vendor, as the legal and beneficial owner of its respective Relevant Sale Shares, agrees to sell, and the Purchaser agrees to buy, the Sale Shares as follows:
每一名卖方作为其各自相关出售股份的合法及实益拥有人，同意出售，而买方亦同意购买出售股份，具体如下：
- (a) Brilliant League shall sell and transfer 107,299,256 Shares to the Purchaser;
Brilliant League 应向买方出售并转让107,299,256股股份；
 - (b) Vast Ocean shall sell and transfer 107,299,256 Shares to the Purchaser; and
Vast Ocean 应向买方出售并转让107,299,256股股份；及
 - (c) Highland Triumph shall sell and transfer 107,299,257 Shares to the Purchaser.
Highland Triumph 应向买方出售并转让107,299,257股股份。

- 2.3 The Vendors shall not be obliged to sell and the Purchaser shall not be obligated to purchase any of the Sale Shares unless the sale and purchase of all of the Relevant Sale Shares are completed simultaneously.

除非所有相关出售股份的买卖同时完成，否则卖方无义务出售，买方亦无义务购买任何出售股份。

3. **CONSIDERATION AND PAYMENT 对价和付款**

- 3.1 The Consideration for the sale and purchase of the Sale Shares shall be the aggregate sum of HK\$80,474,442.25.

出售股份的买卖对价应为总金额港币80,474,442.25元。

- 3.2 The respective considerations for the Relevant Sale Shares shall be payable in full by the Purchaser to the Vendors upon Completion in the following manner:

就相关出售股份的各自对价，买方应于完成时全额支付予各卖方，具体如下：

- (a) HK\$26,824,814.00 to Brilliant League (or its nominee(s));
港币26,824,814.00元支付予 Brilliant League（或其指定人士）；
- (b) HK\$26,824,814.00 to Vast Ocean (or its nominee(s)); and
港币26,824,814.00元支付予 Vast Ocean（或其指定人士）；及
- (c) HK\$26,824,814.25 to Highland Triumph (or its nominee(s)).
港币26,824,814.25元支付予 Highland Triumph（或其指定人士）。

- 3.3 The Consideration shall be free from any set-off, counterclaim or other deduction of any nature whatsoever.

对价不得作任何形式的抵销、反索赔或其他性质的扣减。

4. **COMPLETION 完成**

- 4.1 Completion of the sale and purchase of the Sale Shares shall take place on the Completion Date at the office of the Purchaser's solicitors (or such other place as the Vendor and the Purchaser may agree) when all the obligations set out in Clause 4.1(a) and Clause 4.1(b) shall be complied with. The following matters (and not part of them) shall be consummated concurrently on Completion:

出售股份的买卖应于完成日在买方律师事务所（或卖方与买方另行书面约定的其他地点）进行，并在完成时履行第4.1(a)及第4.1(b)条所载的所有义务。以下事项（且须全部而非部分）应于完成时同步完成：

- (a) The respective Vendors shall:
各卖方应：

- (i) deliver or cause to be delivered or procure the delivery to the Purchaser or to its order of all the following:
向买方或其指定人士交付、促使交付或安排交付以下所有文件：
- (aa) all necessary forms (including but not limited to the standard form(s) of transfer, bought and sold notes) duly signed and executed by the relevant Vendor and dated the Completion Date to give instructions to transfer the Relevant Sale Shares to the Purchaser as legal and beneficial owner, or in the case where all or part of the Relevant Sale Shares have been deposited with a CCASS account, such evidence to the Purchaser's reasonable satisfaction that such documents have been executed and instructions provided as may be required to effect the transfer of the Relevant Sale Shares to such brokerage's or CCASS participants' or investor participants' accounts as may be designated by the Purchaser;
所有必要的表格（包括但不限于标准转让表格、买卖单据），由相关卖方签署并于完成日签署，以指示将相关出售股份转让予买方，使其成为合法及实益拥有人；如相关出售股份全部或部分已存入中央结算系统账户，则应向买方提供令其合理满意的证明文件，证明已签署相关文件并提供所需指示，以将相关出售股份转入买方指定的券商、中央结算系统参与者或投资者参与者账户；
- (bb) a copy of the board resolutions of each Vendor, certified as true and complete by its director(s), approving this Agreement and the transactions contemplated hereunder, and authorising one or more persons to execute the same (with the company seal, where appropriate) for and on its behalf;
每位卖方的董事所认证真实完整的董事会决议副本，批准本协议及本协议项下拟进行的交易，并授权一人或多人代表其签署本协议（如适用，盖公司印章）；
- (cc) a cashier order payable to "The Government of the Hong Kong Special Administrative Region" issued by a licensed bank in Hong Kong (or in such other form as may be mutually agreed by the Parties) for the respective Vendor's share of 50% of the total amount of stamp duty payable in respect of the transfer of their respective Relevant Sale Shares;
一张由香港持牌银行签发、抬头为“香港特别行政区政府”的银行本票（或由各方另行协商一致的其他付款方

式)，用以支付该卖方应承担的印花税总额的50%部分，涉及其相关出售股份的转让；

(dd) all documents required by the Purchasers to effectively transfer the Relevant Sale Shares to the Purchaser.

所有买方为有效完成相关出售股份转让所要求的文件。

(ii) procure the followings within seven (7) Business Days upon Completion:

在完成后七（7）个工作日内促使以下事项：

(aa) to the reasonable satisfaction of the Purchaser, the passing by resolutions of the board of directors of each Group Company in the forms and contents agreed between the parties before the date of this Agreement, to:

令买方合理满意地促使每间集团公司董事会通过决议，其形式及内容应为双方在本协议签署日前已达成一致的版本，以：

(1) approve the appointment of the person(s) nominated by the Purchaser as director(s) and/or company secretary(ies) of each Group Company, which shall take effect from the earliest time permitted under the Listing Rules, the Takeovers Code and the Laws (or such other date as the Vendors and the Purchaser may agree); and

批准由买方提名人士出任各集团公司的董事及/或公司秘书，该等任命应自《上市规则》、《收购守则》及相关法律所允许的最早时间起生效（或由卖方与买方另行书面约定的其他日期）；及

(2) record the resignation of directors and/or company secretaries of each Group Company (if any has been so agreed between the parties before the date of this Agreement);

记录各集团公司董事及/或公司秘书的辞任（如双方在本协议签署日前已就此达成一致）；

(bb) the delivery to the Purchaser of the resolutions of the board of directors of each Group Company referred to in (aa) above; 向买方交付上述（aa）项所提及的每间集团公司董事会决议；

- (cc) the authorised signatories of all bank accounts of each Group Company be substituted with such persons as may be nominated by the Purchaser as of the Completion Date, provided that if any of the authorised signatories cannot be substituted as such as of the Completion Date, the relevant Vendors undertake that they shall not, and procure the then authorised signatories shall not, withdraw, transfer, utilise or otherwise deal with any sum in such bank accounts without consent of the Purchaser;

将每间集团公司所有银行账户的授权签署人更换为买方于完成日提名的相关人士；惟如任何授权签署人于完成日无法更换，相关卖方承诺其本人及促使当时的授权签署人不得在未经买方同意的情况下提取、转移、使用或以其他方式处理该等银行账户中的任何款项；

- (dd) the registration of the Relevant Sale Shares and the Purchaser as the registered holder of the Relevant Sale Shares in the register of members of the Company;

将相关出售股份及买方登记为公司股东名册上的注册持有人；

- (ee) the cancellation of the share certificates held in the Vendors' name in relation to the Relevant Sale Shares and issue new share certificates of the Relevant Sale Shares to the Purchaser; and

注销以卖方名义持有的相关出售股份的股票证书，并向买方签发新的相关出售股份股票证书；及

- (ff) the Company to cooperate with all reasonable requests from the Purchaser (including its professional advisers) to comply with the relevant laws and regulations.

公司应配合买方（包括其专业顾问）提出的所有合理要求，以遵守相关法律及法规。

(b) The Purchaser shall:

买方应：

- (i) pay the Consideration to the Vendors in accordance with Clause 3.2 and in the following manner:

根据第3.2条的规定，并按以下方式向卖方支付对价：

- (a) in the event that the Relevant Sale Shares are held in the legal and beneficial name of the relevant Vendor, deliver to such Vendor (or its nominee(s)) one or more cashier order(s)

issued by a licensed bank in Hong Kong in the amount of the consideration payable to such Vendor; and

若相关出售股份由相关卖方合法及实益持有，则向该卖方（或其代名人）交付由香港持牌银行签发的一张或多张银行本票，金额为应付予该卖方的代价；及

- (b) in the event that the Relevant Sale Shares are deposited with a CCASS account, give irrevocable instructions to its designated Participant to effect payment of the consideration payable to the relevant Vendor to the Settlement Account of the such Vendor (or its nominee(s)) on a DVP basis.

若相关出售股份存放于中央结算系统账户中，则向其指定的参与者发出不可撤销指示，指示其将应付予相关卖方的代价按DVP方式支付至该卖方（或其代名人）的结算账户。

- (ii) deliver or cause to be delivered to the Vendors transfer documents duly signed by the Purchaser; and

向卖方交付或促使交付由买方正式签署的转让文件；及

- (iii) cause or procure all transfer documents required to be stamped to be duly stamped as soon as practicable following Completion, and in any event in sufficient time so as to avoid any late penalties on the ad valorem stamp duty payable.

促使或确保所有须缴纳印花税的转让文件在完成后尽快办理盖印手续，并在任何情况下应于规定期限内完成，以避免就应付的从价印花税产生任何罚款。

- 4.2 Unless the other party has fully performed its obligations under Clause 4.1, neither the Vendors nor the Purchaser (as the case may be) shall be obligated to complete the sale and purchase of the Sale Shares or perform its obligations under Clause 4.1. For the avoidance of doubt, this Clause 4.2 shall not prejudice the right of any party to claim the other party for not fulfilling its obligations to proceed to the Completion in accordance with this Agreement.

除非对方已完全履行其于第4.1条项下的义务，卖方或买方（视情况而定）均无义务完成出售股份的买卖或履行其于第4.1条项下的义务。为免疑义，本第4.2条不得影响任何一方根据本协议就另一方未履行完成相关义务而提出索赔的权利。

- 4.3 In the event that any of the Vendors or the Purchaser shall fail to do anything required to be done by them under Clauses 4.1, without prejudice to any other right or remedy available to any of the Vendor or the Purchaser (as the case may be), the non-defaulting Vendor or the Purchaser (as the case may be) may:

如任何卖方或买方未能履行其于第4.1条项下应履行的任何义务，在不影响

任何卖方或买方（视情况而定）可享有的其他权利或救济的前提下，未违约的一方（卖方或买方，视情况而定）可：

- (a) elect to defer Completion to a day not more than 28 days after the date fixed for Completion, or upon mutual consent by the Vendor and the Purchaser, a further 14 days after the 28 days deferral as referred hereto; or
选择将完成时间推迟到原定的完成日后不超过 28 天的某一日期，或在卖方与买方双方同意的情况下，再延长14天（即在上述28天延期之后）；或
- (b) elect proceed to Completion so far as practicable but without prejudice to the Vendor's or the Purchaser's right (as the case may be) to the extent that the Vendor or the Purchaser (as the case may be) shall not have complied with their obligations hereunder; or
选择在可行范围内继续完成交易，但不影响卖方或买方（视情况而定）在未履行其在本协议项下义务的情况下所享有的权利；或
- (c) rescind this Agreement (other than the Surviving Clauses) without any liability on its part.
撤销本协议（存续条款除外），且不承担任何责任。

5. **OFFER** 要約

- 5.1 Subject to Completion and the Purchaser and parties Acting in Concert with it having the obligations to make the Offer pursuant to Rule 26 of the Takeovers Code, the Purchaser shall make or procure the making of the Offer in accordance with the Takeovers Code. The Purchaser warrants and undertakes that it has complied and will comply with all applicable Laws and regulations in connection with the transactions arising or under this Agreement.

在完成交易及买方及其一致行动各方有义务根据《收购守则》第26条作出要约的情况下，买方须根据《收购守则》作出或促成作出要约。买方保证并承诺，其已遵守并将遵守与本协议下产生的或根据本协议产生的交易相关的所有适用法律和法规。

- 5.2 The Purchaser and the Vendors shall take all reasonable actions and provide all reasonable assistance and information for the preparation and publication of any announcements in respect of this Agreement and transactions contemplated herein and the Offer; and the Composite Document in compliance with the Listing Rules, the Takeovers Code, the Laws or otherwise required by the Stock Exchange, the SFC and/or the Executive.

买方和卖方应采取一切合理行动，并提供一切合理的协助和信息，以准备和发布有关本协议、本协议和本协议中预期的交易和要约的任何公告；及符合《上市规则》、《收购守则》、法律或联交所、证监会及/或执行人员的其他规定的综合文件。

6. **REPRESENTATIONS, WARRANTIES, AND UNDERTAKINGS 陈述、保证和承诺**

Warranties of the Vendors 卖方的保证

- 6.1 Subject to Clause 6.2, the Vendors severally and irrevocably and in respect of their respective Relevant Sale Shares, represent, warrant and undertake to the Purchaser that save as Disclosed, the Vendors' Warranties set out in Schedule 3 are true and accurate in all material respects on the execution of this Agreement and as at Completion The Vendors' Warranties shall continue to have full force and effect notwithstanding Completion.

在遵守第6.2条的前提下，各卖方就其相关出售股份分别且不可撤销地向买方作出陈述、保证及承诺，除已披露者外，附表3所载的卖方保证在本协议签署时及于完成时在所有重大方面均真实及准确。卖方保证在完成时仍具完全效力。

- 6.2 Without prejudice to Clause 6.1, the Vendors severally acknowledge that the Purchasers in entering into this Agreement are relying on the Vendors' Warranties. 在不影响第6.1条的前提下，各卖方分别确认，买方在签署本协议时是依赖卖方保证作出决定。

- 6.3 Without prejudice to the right of the Purchaser to claim damages on any other basis, the Vendors severally and in respect of only the Relevant Sale Shares of the Vendor concerned, shall indemnify, defend and hold harmless the Purchaser from and against any and all claims, losses, liabilities, costs, damages, expenses, fines or penalties incurred or suffered by the Purchasers (as and when applicable) as a result of or in connection with:

在不影响买方以其他方式索偿损害赔偿的权利的前提下，各卖方仅就其相关出售股份分别向买方作出赔偿、辩护并使其免受损害，以弥偿买方（视情况而定）因以下事项而遭受或产生的任何及所有索偿、损失、责任、费用、损害、开支、罚款或处罚：

- (a) (directly or indirectly) a breach of any of the Vendors' Warranties;
(直接或间接)违反任何卖方保证；
- (b) save as Disclosed, investigation or inquiry involving the Listco or any of the Group Company by competent governmental or regulatory authorities in progress as of the Completion Date or arising from circumstances occurred on or before the Completion Date; and
除已披露者外，于完成日正在进行或因完成日前发生的情况而引致的，涉及上市公司或任何集团公司的由有权政府或监管机构进行的调查或询问；及

- (c) save as Disclosed, any actual violation or non-compliance by the Listco or any of the Group Company on or before the Completion Date with any applicable Laws, regulations or administrative orders or measures (including but not limited to the Listing Rules and the securities law of Hong Kong) in Hong Kong.

除已披露者外，上市公司或任何集团公司于完成日前违反或未遵守任何适用法律、法规或行政命令或措施（包括但不限于《上市规则》及香港证券法）的任何实际行为。

- 6.4 Subject to the applicable Laws and confidentiality obligation, save as Disclosed, each Vendor shall immediately disclose to the Purchaser in writing if it becomes aware of any circumstance occurring prior to or after Completion which is or is likely to result in a breach of any of the Vendors' Warranties or result in any Vendors' Warranties being misleading, inaccurate, incomplete in any material respect (or which would, with lapse of time, constitute a breach of any Vendors' Warranties or result in any Vendors' Warranties being misleading, inaccurate, incomplete in any material respect), or that any Material Adverse Change has occurred or is likely to happen;

在遵守适用法律及保密义务的前提下，除已披露者外，如任何卖方在完成前或完成后知悉任何可能导致其卖方保证违反、或使其卖方保证在任何重大方面具有误导性、不准确或不完整的情况（或随时间推移将构成违反卖方保证或使其具有误导性、不准确或不完整），或发生或可能发生重大不利变化的情况，该卖方应立即以书面形式向买方披露该等情况；

- 6.5 The rights and remedies of the Purchaser in respect of the Vendors' Warranties are not prejudiced or affected in any way by Completion or any enquiries, due diligence or investigation made by or on behalf of the Purchaser into the affairs of the Listco or any of the Group Company or any information relating thereto of which the Purchaser has knowledge, actual or constructive.

买方就卖方保证所享有的权利及救济，不因完成、或买方或其代表就上市公司或任何集团公司事务所作的任何查询、尽职调查或调查，或买方已知悉（无论实际或推定）的任何相关信息而受到任何影响或损害；

- 6.6 Neither the liability of the Vendors nor the validity or enforceability of the Vendors' liability under this Agreement shall be prejudiced, affected or discharged by:

卖方的责任以及卖方保证在本协议项下责任的有效性或可执行性均不受以下因素的损害、影响或解除：

- (i) the granting of any time or indulgence to any of the Vendors or any other person;
给予任何一名卖方或任何其他人士任何时间或宽恕；
- (ii) the invalidity or unenforceability of any obligation or liability of any of the Vendors under this Agreement;

任何一名卖方在本协议项下的任何义务或责任无效或不可执行；

- (iii) any invalidity or irregularity in the execution of this Agreement;
本协议执行过程中的任何无效或违规行为；
- (iv) any deficiency in the powers of any of the Vendors to enter into or perform any of its obligations under this Agreement or any irregularity in the exercise thereof or any lack of authority by any person purporting to act on behalf of such Vendor;
任何一名卖方在签署或履行本协议项下义务方面的权限不足，或其权限行使过程中的任何不规范，或任何声称代表该卖方向行事之人士缺乏授权；
- (v) the death, insolvency, bankruptcy, winding-up, liquidation, dissolution or any incapacity, disability or limitation or any change in the constitution or status of any of the Vendors;
任何一名卖方的死亡、无力偿债、破产、清盘、清盘、解散或任何丧失行为能力、伤残或限制或体质或地位的任何变化；
- (vi) any other right or remedy being or becoming held by or available to the Purchaser or by any of the same being or becoming wholly or partly void, voidable, unenforceable or impaired or by the Purchaser at any time releasing, refraining from enforcing, varying or in any other way dealing with any of the same or any power, right or remedy the Purchaser may now or hereafter have from or against any of the Vendors or any other person;
买方现时或日后持有或可享有的任何其他权利或救济，无论该等权利或救济是否全部或部分无效、可撤销、不可执行或受损，或买方在任何时间放弃、未予执行、变更或以任何其他方式处理该等权利或救济，或其对任何一名卖方或其他人士所享有的任何权力、权利或救济；
- (vii) any waiver, exercise, omission to exercise, compromise, renewal or release of any rights against any of the Vendors or any other person or any compromise, arrangement or settlement with any of the same;
对任何一名卖方或任何其他人士的任何豁免、行使、不行使、妥协、续期或免除任何权利，或与任何人士作出任何妥协、安排或和解；
- (viii) any act, omission, event or circumstance which would or may but for this provision operate to prejudice, affect or discharge this Agreement or the liability of any of the Vendors hereunder.
任何行为、疏忽、事件或情况，倘若不受本条款约束，将或可能对本协议或任何一名卖方在本协议项下的责任造成损害、影响或解除。

Separate Warranty 单独保证

- 6.7 Each of the Vendors' Warranties shall be deemed as separate and independent (its purpose is to grant the Purchaser the right to make separate claims and recoveries against a breach of any of the Vendors' Warranties) and is not limited by reference to or inference from any other Vendors' Warranties or any other terms of this Agreement (except expressly provided herein).
每项卖方保证应视为独立且分开的保证（其目的在于赋予买方就任何卖方保证的违反行为提出单独索赔及追偿的权利），且不得因其他卖方保证或本协议其他条款（除非本协议另有明确规定）而受到限制或推论。

Warranties of the Purchaser 买方的保证

- 6.8 The Purchaser represents, warrants and undertakes to the Vendors that save as Disclosed, the Purchasers' Warranties set out in Schedule 4 are true and accurate in all material respects on the execution of this Agreement and as at Completion. The Purchasers' Warranties shall continue to have full force and effect notwithstanding Completion.
买方向卖方陈述、保证并承诺，除已披露者外，附表4所载的买方保证在本协议签署时及于完成时在所有重大方面均真实及准确。买方保证在完成时仍具完全效力。

- 6.9 The Purchaser acknowledges that the Vendors in entering into this Agreement are relying on the Purchasers' Warranties.
买方确认，卖方在签署本协议时是依赖买方保证作出决定。

7. INTENTIONALLY DELETED 特意删除

8. FURTHER ASSURANCE 进一步保证

At any time after the Completion Date, the relevant Vendor shall, at the reasonable request of the Purchaser, do such acts and execute such documents as the Purchaser may require for the purpose of vesting the full legal and beneficial interest in the Relevant Sale Shares in the Purchaser free from all Encumbrances.

在完成日之后的任何时间，相关卖方应根据买方的合理要求，采取必要行动并签署买方所要求的文件，以使相关出售股份的全部法律及实益权益无任何权利负担地归属买方。

9. ANNOUNCEMENT AND CONFIDENTIALITY 公告和保密

- 9.1 Each of the Parties undertakes that it will not (save as required by any applicable Laws, rules or regulations or any other legal or regulatory requirement, or by the Stock Exchange or the SFC or any other regulatory or governmental authorities or bodies) make any announcement in connection with this Agreement or the transactions or arrangements contemplated hereunder or referred to herein unless the other parties shall have given consent to such announcement (which consent may not be unreasonably withheld or delayed).

各方承诺，其不会（除非任何适用法律、规则或规例或任何其他法律或监管规定，或联交所或证监会或任何其他监管或政府机构或机构另有规定）就本协议或本协议项下拟或提述的交易或安排作出任何公告，除非其他各方已同意该等公告（该等同意不得无理扣留或延迟）。

- 9.2 Without prejudice to Clause 9.1 and subject to Clause 9.3, each Party undertakes to the others that it shall treat as strictly confidential, and shall procure that its directors, officers and employees, where applicable, treat as strictly confidential, all information (whether oral, graphic, written or in electronic form) which he/she/it receives or obtains as a result of entering into or performing this Agreement, including, without limitation:

在不影响第9.1条的情况下，并受第9.3条约束的前提下，各方向另一方承诺，它应严格保密，并应促使其董事、高级职员和雇员（如适用）将他/她/它因签订或履行本协议而收到或获得的所有信息（无论是口头、图形、书面还是电子形式）严格保密，包括但不限于：

- (a) information relating to the provisions and subject matter of this Agreement; 与本协议的条款和标的物有关的信息；
- (b) information relating to the existence of this Agreement and its purpose; and 与本协议的存在及其目的有关的信息；和
- (c) information relating to the negotiations leading up to this Agreement, including any information relating to or in respect of any negotiations and communications between the Parties after the date of this Agreement. 与本协议之前的谈判有关的信息，包括与本协议签订之日之后双方之间的任何谈判和通信有关或与之相关的任何信息。

- 9.3 The restrictions contained in Clause 9.2 shall not apply so as to prohibit disclosure or use of any information if and to the extent:

在以下情况下，第9.2条中包含的限制不适用于禁止披露或使用任何信息：

- (a) the disclosure is required by applicable Laws, rules or regulations or by the Listing Rules or the Takeovers Code; 适用法律、规则或规例或《上市规则》或《收购守则》要求披露；
- (b) the disclosure is made by a Party to its directors, officers, employees and advisers for purposes relating to this Agreement or the transactions contemplated under this Agreement on terms that they agree to keep such information confidential; 一方为与本协议或本协议项下拟定的交易有关的目的向其董事、高级职员、雇员和顾问披露，其条款是同意对此类信息保密的；
- (c) the information becomes publicly available (other than by a breach of this

Clause 9);

该信息公开（违反本第9条的情况除外）；

- (d) the other Party have given prior written consent to the disclosure or use; or
另一方已事先书面同意披露或使用；或
- (e) the disclosure or use is required for the purpose of any judicial or arbitral proceedings arising out of, or in connection with, this Agreement.
出于因本协议引起或与本协议相关的任何司法或仲裁程序的目的，需要披露或使用。

9.4 The provisions in this Clause 9 shall survive Completion or termination of this Agreement.

本第9条中的规定在本协议完成或终止后继续有效。

10. **SEVERABILITY 可分割性**

If any provision of this Agreement is held to be illegal, invalid or unenforceable by any court of competent jurisdiction, such provision shall be deemed to have not been included in this Agreement and the validity, legality and enforceability of the remaining provisions of this Agreement shall not be affected nor shall any subsequent application of such provisions be affected.

如果本协议的任何条款被任何有管辖权的法院认定为非法、无效或不可执行，则该条款应被视为未包含在本协议中，本协议其余条款的有效性、合法性和可执行性不受影响，也不应影响此类条款的任何后续应用。

11. **WAIVER 弃权**

Any waiver by the non-breaching Party of any breach of any provision of this Agreement by the breaching Party shall not be deemed as a waiver of any subsequent breach or a waiver of any breach of any other provisions of this Agreement. Meanwhile, no failure in exercise of any right under this Agreement by the non-breaching Party shall be construed as a waiver of such right.

非违约方对违约方违反本协议任何条款的任何行为的豁免，不应被视为对任何后续违约行为的豁免或对本协议任何其他条款的任何违反行为的豁免。同时，非违约方未能行使本协议项下的任何权利，不得解释为放弃该权利。

12. **NON-ASSIGNMENT 非转让**

This Agreement shall be binding upon and inure for the benefit of the successors of the parties but no rights or obligations under this Agreement shall be assignable unless the parties otherwise agree in writing.

本协议对双方的继承人具有约束力并符合其利益，除非双方另有书面约定，否则本协议项下的任何权利或义务均不可转让。

13. COSTS AND EXPENSES 费用与开支

13.1 Each Party shall bear its own costs and expenses of and incidental to this Agreement and the sale and purchase of the Sale Shares.

各方应自行承担本协议以及出售股份的买卖费用和附带费用。

13.2 The stamp duty (if any) in relation to the sale and purchase of the Sale Shares shall be payable by the Vendors on the one part and the Purchaser on the other part in equal share.

与出售股份的买卖有关的印花税（如有）由卖方与买方平均分担。

14. NOTICES 通知

14.1 Notices, requests or other communications issued or made under this Agreement shall be in writing and delivered or sent to the relevant Party at the address set out below (or other address designated by the recipient by giving the other Parties two (2) Business Day's prior written notice):

根据本协议发出或发出的通知、请求或其他通信应以书面形式交付或发送给相关一方，地址如下（或收件人提前两（2）个工作日向其他各方发出书面通知指定的其他地址）：

(i) To Brilliant League 致Brilliant League

Address地址: Room F203, 2/F, Zhenye Tongchuanghui, Qianhai Road, Nantou Subdistrict, Nanshan District, Shenzhen, the PRC
中国深圳市南山区南头街道前海路振业同创汇2楼F203号

E-mail 电子邮件: lucien@btomorrow.cn

Attention 收件人: DONG Hui
董晖

(ii) To Vast Ocean 致Vast Ocean

Address 地址: Room F203, 2/F, Zhenye Tongchuanghui, Qianhai Road, Nantou Subdistrict, Nanshan District, Shenzhen, the PRC
中国深圳市南山区南头街道前海路振业同创汇2楼F203号

E-mail 电子邮件: lucien@btomorrow.cn

Attention 收件人: DONG Hui
董晖

(iii) **To Highland Triumph 致Highland Triumph**

Address 地址: Room F203, 2/F, Zhenye Tongchuanghui, Qianhai Road, Nantou Subdistrict, Nanshan District, Shenzhen, the PRC
中国深圳市南山区南头街道前海路振业同创汇2楼F203号

E-mail 电子邮件: simonyang@btomorrow.cn

Attention 收件人: YANG Dengfeng
杨登峰

(iv) **To the Purchaser 致买方**

Address 地址: Room 407, No. 17, Lane 129, Guangxin Road, Putuo District, Shanghai, the PRC
中国上海市普陀区光新路129弄17号407

E-mail 电子邮件: jianghuanyang0824@163.com

Attention 收件人: JIANG Huanyang
姜欢洋

- 14.2 Any notice, demand or other communication so addressed to the relevant Party shall be deemed to have been duly served (a) if given or made by post, when properly addressed, stamped and posted; (b) if given or made by courier delivery, when actually delivered to the relevant address; and (c) if given or made by email, when receipt of automatic confirmation of transmission.

任何以此方式发送给相关一方的通知、要求或其他通信应在以下情况下视为已正式送达：(a) 如果通过邮寄方式送达或发出，则在正确填写地址、贴好邮票并邮寄后视为已正式送达；(b) 如果通过快递方式送达或发出，则在实际送达相关地址后视为已正式送达；以及 (c) 如果通过电子邮件送达或发出，则在收到自动传输确认后视为已正式送达。

15. GOVERNING LAWS AND JURISDICTION 适用法律和司法管辖

- 15.1 This Agreement shall be governed by and construed under the laws of Hong Kong. 本协议受香港法律管辖，并按香港法律解释。

- 15.2 The Parties hereby agree to submit to the non-exclusive jurisdiction of the courts of Hong Kong

各方特此同意服从香港法院的非专属管辖权。

16. **COUNTERPARTS 同行**

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

本协议可签署两份或多份副本，每份副本均视为原件，但所有副本共同构成同一份文书。

17. **THIRD PARTY RIGHTS 第三方权利**

Save for the Listco and unless otherwise 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), and whether or not this Agreement contains any other provisions, any amendment (including any discharge or compromise of any liability), revocation or termination of this Agreement shall not require the consent of any third party.

除上市公司外，除非本协议另有明确相反规定，否则非本协议订约方的人士不得根据《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，亦不论本协议是否载有任何其他条文，本协议的任何修改（包括任何责任的解除或妥协）、撤销或终止均不需要任何第三方的同意。

18. **GENERAL 一般条款**

- 18.1 This Agreement (together with any documents referred to herein) constitutes the whole agreement between the parties hereto relating to its subject matter and supersedes any previous agreement among the parties with respect thereto.

本协议（连同本文提及的任何文件）构成本协议双方之间就其标的物达成的完整协议，并取代双方之前就其达成的任何协议。

- 18.2 No variations hereof shall be effective unless made in writing and signed by all the Parties hereto.

除非以书面形式提出并由本协议所有各方签署，否则本协议的任何变更均无效。

- 18.3 No failure or delay by any Party in exercising any right, power or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of the same preclude any further exercise thereof or the exercise of any other right, power or remedy.

任何一方未能或延迟行使本协议项下的任何权利、权力或补救措施均不得视为豁免该权利、权力或补救措施，任何单一或部分行使亦不妨碍进一步行使该权利、权力或补救措施或行使任何其他权利、权力或补救措施。

- 18.4 Time shall be of the essence of this Agreement, both as regards the dates and periods specifically mentioned and as to any dates and periods which may be substituted by Agreement in writing between or on behalf of the Parties.

时间是本协议的关键，无论是具体提及的日期和期限，还是双方之间或代表双方以书面形式由协议替代的任何日期和期限。

- 18.5 This Agreement is executed in both English and Chinese. In the event of any inconsistency or ambiguity between the English version and the Chinese version, the English version shall prevail.

本协议以英文及中文拟备。如英文版本与中文版本之间有任何不一致或歧义，应以英文版本为准。

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EXECUTION 签署页

IN WITNESS WHEREOF the Parties hereto have executed this Agreement on the day and year first above written.

兹证明，本协议双方已于上述文首的日期和年份签署了本协议。

THE VENDORS 卖方

SIGNED by **DONG HUI**)
its director/authorised signatory)
for and on behalf of)
BRILLIANT LEAGUE LIMITED)
in the presence of:)
由董晖)
作为董事/授权代表)
代表BRILLIANT LEAGUE LIMITED)
在下列见证人面前签署:官文雯)

董晖

官文雯

SIGNED by **DONG HUI**)
its director/authorised signatory)
for and on behalf of)
VAST OCEAN LIMITED)
in the presence of:)
由董晖)
作为董事/授权代表)
代表VAST OCEAN LIMITED)
在下列见证人面前签署:官文雯)

董晖

官文雯

SIGNED by **YANG DENG FENG**)
its director/authorised signatory)
for and on behalf of)
HIGHLAND TRIUMPH LIMITED)
in the presence of:)
由杨登峰)
作为董事/授权代表)
代表HIGHLAND TRIUMPH LIMITED)
在下列见证人面前签署:官文雯)

杨登峰

官文雯

THE PURCHASER 买方

SIGNED by **JIANG HUANYANG**)
its director/authorised signatory)
for and on behalf of)
SWIFT ASCENT LIMITED)
in the presence of: *CHAN YING CHUN*)
由姜欢洋)
作为董事/授权代表)
代表**SWIFT ASCENT LIMITED**)
在下列见证人面前签署:)

姜欢洋

4.

SCHEDULE 1 附表1

Particulars of the Listco 上市公司详情

Place of incorporation	: Cayman Islands
Stock code	: 1351
Registered office in the Cayman Islands	: The offices of Walkers Corporate Limited 190 Elgin Avenue George Town Grand Cayman KY1-9008 Cayman Islands
Principal place of business in Hong Kong	: Unit B, 17/F., United Centre 95 Queensway Admiralty Hong Kong
Authorised share capital	: HK\$200,000,000 and divided into 2,000,000,000 of HK\$0.1 each
Issued shares (as at the date of this Agreement)	: 600,000,000
Directors	: <i>Executive Directors</i> Mr. DONG Hui Mr. YANG Dengfeng Ms. GAO Yuqing Mr. CEN Senhui <i>Independent Non-executive Directors</i> Mr. LIU Kin Wai Mr. LIN Sen Mr. ZHAO Qiang
Company secretary	: Ms. CHAN Charmayne
Financial year end	: 31 December
Auditors	: Zhonghui Anda CPA Limited <i>Certified Public Accountant</i> <i>Registered Public Interest Entity Auditor</i>

SCHEDULE 2 附表2

List of the subsidiaries of the Listco 上市公司附属公司名单

Company Name 公司名称	Place of Incorporation 注册地	Equity Interest 持股
Fong De Limited 芳德有限公司	British Virgin Islands 英属维尔京群岛	100% (Direct) (直接)
Dragon Hero Corporation Limited 英龙有限公司	Hong Kong 香港	100% (间接)
湖州辉煌明天科技有限公司	The PRC 中国	100%
深圳辉煌明天科技有限公司	The PRC 中国	100%
深圳辉煌明天科技有限公司北京分公司	The PRC 中国	100%
深圳邻度科技有限公司	The PRC 中国	100%
武汉邻度科技有限公司	The PRC 中国	100%
杭州辉煌明天企业管理有限公司	The PRC 中国	100%
上海遍玩科技有限公司	The PRC 中国	100%

SCHEDULE 3 附表3

Vendors' Warranties 卖方的保证

1. The Vendors and the Relevant Sale Shares 卖方及相关出售股份

- 1.1 The Vendors are the legal and beneficial owner of the Relevant Sale Shares and have not been declared bankrupt or liquidated (where applicable).
卖方为相关出售股份的合法实益拥有人，并未被宣布破产或清盘（如适用）。
- 1.2 The Vendors have full power to enter into and perform this Agreement and this Agreement will, when executed, constitute legal, valid and binding obligations on the Vendors in accordance with its terms.
卖方有充分权力签署及履行本协议；本协议一经签署，即对卖方构成合法、有效且具约束力的义务，并依其条款执行。
- 1.3 The execution of this Agreement by the Vendors, the exercise of their rights hereunder and performance of their obligations under this Agreement will not result in a breach of any law or decree applicable to the Vendors, or any documents, deeds or agreements to which any of the Vendors is a party or by which any of the Vendors or its assets are bound;
卖方签署本协议、行使本协议项下的权利及履行其在本协议项下的义务，不会导致违反适用于卖方的任何法律或法令，或卖方作为一方或卖方或其资产受其约束的任何文件、契约或协议；
- 1.4 Except otherwise agreed and disclosed prior to the execution of this Agreement, the execution of this Agreement and the performance and completion of the transactions contemplated by this Agreement do not require consent from any other economic entities or persons pursuant to the agreements binding on the Vendors, and the execution of this Agreement and the performance and completion of the transactions contemplated by this Agreement do not violate the terms of the agreements binding on the Vendors;
除在本协议执行前另有约定和已披露外，本协议的执行以及本协议所设想的交易的履行和完成，无需根据对卖方具有约束力的协议取得任何其他经济实体或个人的同意，且签署本协议以及履行和完成本协议所设想的交易亦不违反对卖方具有约束力的协议条款；
- 1.5 As at the date of this Agreement and immediately before Completion, save for the Relevant Sale Shares, the Vendors do not and will not own, control or are interested in any other Shares or securities of any kind in the Listco as at the date of this Agreement and at Completion.
于本协议签署之日及完成前，除相关出售股份外，卖方在上市公司中不拥有、控制或持有任何其他种类的股份或证券，且在完成时亦不会拥有、控制或持有该等权益。

- 1.6 To the best of knowledge and belief of the Vendors, the Relevant Sale Shares have been duly issued and allotted.
据卖方所知及相信，相关出售股份已正式发行及配发。
- 1.7 The Relevant Sale Shares are fully paid or credited as fully paid, and legally and beneficially owned by the Vendors free from all Encumbrances together with all rights now or hereafter attaching thereto.
相关出售股份已全额支付或贷记为已全额支付，并由卖方合法实益拥有，不受任何产权负担以及现在或以后附加的所有权利。
- 1.8 All rights now attached to the Relevant Sale Shares and all dividends, payments and distributions declared, paid or made in respect thereof are valid, effective, enforceable, and subsisting.
现在附加于相关出售股份的所有权利以及与之宣告、支付或支付的所有股息、支付和分配均有效、有效、可执行且持续存在。
- 1.9 The sale of the Relevant Sale Shares to the Purchaser hereunder is not subject to any pre-emptive right or similar rights;
根据本协议向买方出售相关出售股份不受任何优先购买权或类似权利的约束；
- 1.10 The Relevant Sale Shares may be transferred by the Vendors to the Purchaser as provided for under this Agreement without the consent or approval of any third party other than any regulatory approvals or consents that may be required in connection with this Agreement.
卖方可根据本协议的规定将相关出售股份转让给买方，而无需任何第三方的同意或批准，但与本协议相关的任何监管批准或同意除外。
- 1.11 The Vendors have taken all actions necessary to enter into this Agreement, to carry out their obligations hereunder and to complete the transactions contemplated herein subject to regulatory approvals or consents that may be required.
卖方已采取一切必要行动以签署本协议、履行其项下义务，并完成本协议所设想的交易，惟须取得可能所需的监管批准或同意。
- 1.12 To the best of knowledge and belief of the Vendors, the Relevant Sale Shares rank and will at Completion rank *pari passu* in all respects inter se and with all other Shares in the issued share capital of the Company.
据卖方所知及所信，相关出售股份在公司已发行股本中与其他股份在各方面享有同等权利，并在完成时亦将如此。
- 1.13 The Vendors have not provided any form of guarantee or create any form of third-party interests or Encumbrances in favour of a third party over the Relevant Sale Shares, and the Vendors also warrant that the Relevant Sale Shares are free from any third-party rights or interests or Encumbrances at Completion.

卖方并无就相关出售股份提供任何形式的担保或设立任何形式的第三方权益或产权负担，而卖方亦保证相关出售股份在完成时不受任何第三方权利或权益或产权负担。

2. The Group Companies 集团公司

- 2.1 Each Group Company is a corporation duly organised, validly existing and in good standing under the laws of the jurisdiction of its incorporation.

每间集团公司均为根据其成立所在司法管辖区的法律正式成立、有效存在及信誉良好的法团。

- 2.2 The corporate structure and particulars of each Group Company as disclosed in Schedule 1 and Schedule 2 are true, accurate and complete in all respects. Save as disclosed in Schedule 1 and Schedule 2 therein, none of the Group Company has any subsidiary wherever incorporated or established.

附表1及附表2所披露的各集团公司的公司架构及详情在各方面均真实、准确及完整。除附表1及附表2所披露外，集团公司均无任何附属公司于他处注册或设立。

- 2.3 Subject to and save for the transactions contemplated under this Agreement, the corporate and shareholding structure of the Listco and its subsidiaries as set out in Schedule 1 and Schedule 2 will continue to be the corporate structure of the Listco and its subsidiaries without any reduction or dilution of interest held by the Listco at Completion.

除本协议项下拟进行的交易外，附表1及附表2所载上市公司及其附属公司的法团及股权架构将继续为上市公司及其附属公司的法团架构，并不会在完成时减少或摊薄上市公司持有的权益。

- 2.4 Each of the Listco and the subsidiaries is not in default in any material respect of any statute, ordinance, regulation, order, decree or judgment of any court or any governmental or regulatory authority of any jurisdiction in which each of the Listco and the subsidiaries carries on business.

上市公司及附属公司均不重大违反上市公司及附属公司经营业务的任何司法管辖区的任何法院或任何政府或监管机构的任何法规、条例、规例、命令、法令或判决。

- 2.5 There is no authorised or outstanding equity securities or interests of any class issued by any Group Company, nor is there any outstanding options, warrants and/or convertible securities and/or exchangeable securities, right to acquire/subscribe, mortgage, charge, pledge, lien or other form of security, Encumbrance or third party rights on, over or affecting any part of the unissued share capital or loan capital of any Group Company, and there is no agreement or commitment to give or create any of the foregoing.

任何集团公司并无任何类别的授权或已发行股本证券或权益，亦无任何未偿

还期权、认股权证及/或可换股证券及/或可交换证券、收购/认购权、抵押权、抵押权、质押权、留置权或其他形式的证券权、产权负担权或第三方权利，或影响任何目标公司未发行股本或贷款资本的任何部分。集团公司没有任何协议或承诺给予或创建上述任何内容。

- 2.6 There is no Encumbrance on any shares of the Group Companies that are held by the Group.

集团持有的集团公司的任何股份均不设产权负担。

- 2.7 No options, warrants and/or convertible securities and/or exchangeable securities of any kind of any Group Company will be granted by the Listco prior to Completion.

上市公司不会在完成前授出任何集团公司的任何种类的期权、认股权证及/或可换股证券及/或可交换证券。

3. Compliance and Corporate Matters 合规和公司事务

- 3.1 Each Group Company has duly and properly complied with all material filing and registration requirements in respect of corporate or other documents imposed under the relevant laws of the jurisdiction in which it was incorporated.

每间集团公司已适当且妥善地遵守其注册地相关法律所规定的所有重要的文件提交和登记要求，包括公司文件或其他相关文件。

- 3.2 The Listco has duly and properly complied with all requirements of the Listing Rules and the Takeovers Codes, the securities legislation of Hong Kong and elsewhere, codes of conduct or best practices of or undertakings given to the Stock Exchange, the SFC and all other competent authorities.

上市公司已适当及妥善地遵守《上市规则》及《收购守则》、香港及其他地方的证券法例、联交所、证监会及所有其他主管当局的行为守则或最佳常规或向联交所、证监会及所有其他主管承诺的所有规定。

- 3.3 Each Group Company and its directors (in their capacity as such) have complied in material respects with all relevant and applicable legislation and obtained and complied with all necessary licences and consents to carry on business whether in the country, territory or state in which it is incorporated or elsewhere and have complied with all applicable legal requirements in relation to any transactions to which it is or has been a party prior to Completion.

每间集团公司及其董事（以其身份）於重大方面已遵守所有相关及适用的法例，并取得及遵守所有必要的牌照及同意以经营业务，不论是在其注册成立的国家、地区或州或其他地方，并已遵守其在完成前作为或曾经参与的任何交易的所有适用法律规定。

- 3.4 As at the date of this Agreement, the Vendors and parties Acting in Concert with any of them have completed and duly made all relevant and necessary filings of

disclosure of interest pursuant to the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong).

于本协议签署之日，卖方及与其任何一方一致行动的人士已根据《证券及期货条例》（香港法例第571章）完成并正式提交所有相关及必要的权益披露申报。

4. Insolvency and receivership 破产和破产管理

4.1 Each Group Company is not in receivership or liquidation. There are no circumstances which are likely to result in such receivership or liquidation.

每家集团公司均未处于接管或清盘状态。没有任何情况可能导致此类接管或清算。

4.2 Each Group Company has not taken any steps to enter into liquidation or analogous proceedings.

每家集团公司均未采取任何步骤进入清盘或类似程序。

4.3 No order has been made, no petition has been presented, no resolution has been passed or proposed, no meeting convened for the purpose of considering a resolution and no analogous action or proceedings in any jurisdiction has been initiated or taken of for the purpose of liquidation or winding up any Group Company, or appointment of provisional liquidator.

4.4 未有任何命令作出、呈交任何呈请、通过或提出任何决议，亦未召开任何会议以审议该等决议，且在任何司法管辖区内亦未启动或采取任何类似行动或程序以清盘或终止任何集团公司，或委任临时清盘人。

5. Litigation 诉讼

Saved as Disclosed, none of the Group Companies is the subject of any litigation, arbitration, prosecution, other statutory, regulatory or governmental organisation law, contract or professional disciplinary proceedings, hearing or condemnation, any dispute, any investigation, nor is it the subject of any pending claims, any complaint or warning given by any authority located in the place where each of the Group Companies operates. There is no pending litigation, arbitration, prosecution, other law, contract or professional disciplinary proceedings or investigation on the part of any of the Group Companies, whether brought by or against the relevant company. There are no facts or circumstances that would result in the occurrence of any such litigation, arbitration, prosecution, proceedings, investigations, hearings, any disputes or any payment. There are also no judgments or court orders that have not been performed or satisfied by any of the Group Companies. To the knowledge of the Vendors, there is no litigation, arbitration, prosecution, other laws, contracts or professional disciplinary proceedings or investigations threatened against any of the Group Companies.

除已披露者外，任何集团公司均未成为任何诉讼、仲裁、检控、其他法定、监管或政府机构法律、合同或专业纪律程序、听证或谴责、任何争议或调查

的对象，亦未成为任何待决索偿、由集团公司营运所在地的任何主管机关提出的投诉或警告的对象。任何集团公司均无任何待决的诉讼、仲裁、检控、其他法律、合同或专业纪律程序或调查，无论该等程序由相关公司提出或针对其进行。亦无任何事实或情况可能导致发生上述任何诉讼、仲裁、检控、程序、调查、听证、争议或付款义务。任何集团公司亦无任何尚未履行或未获清偿的判决或法院命令。据卖方所知，亦无任何针对任何集团公司的诉讼、仲裁、检控、其他法律、合同或专业纪律程序或调查处于威胁阶段。

6. Miscellaneous 杂项

- 6.1 All representations, warranties and undertakings contained in the foregoing provisions of this Schedule 3 shall be deemed to be repeated immediately before Completion and to relate to the facts then existing.

本附表3的上述条文所载的所有陈述、保证及承诺均视为完成前重复且适用于当时的事实。

- 6.2 The execution, delivery and performance of this Agreement by any Vendors does not violate in any respect any applicable provision of (i) any law or regulation or any order or decree of any governmental authority, agency or court of the Hong Kong or any jurisdiction in which it is incorporated or resides or any part thereof prevailing as at the date of this Agreement and as at Completion; or (ii) the laws and documents incorporating and constituting any Group Company prevailing as at the date of this Agreement and as at Completion.

任何卖方签署、交付及履行本协议的行为在任何方面均不违反以下任何适用条文：（i）于本协议签署日及完成时有效的香港或其注册成立或居住的任何司法管辖区的任何法律、法规，或任何政府机关、机构或法院的命令或判决；或（ii）于本协议签署日及完成时有效的构成任何集团公司的法律及公司章程文件。

7. Accuracy of information 信息的准确性

- 7.1 All information relating to the Vendors and the Group contained in this Agreement (including the Recitals and the Schedules) was when given true and accurate and not misleading and there is no material fact or material matter which has not been disclosed, and which may render any such information or documents untrue, inaccurate or misleading at the date of this Agreement.

本协议中包含的与卖方和集团有关的所有信息（包括陈述和附表）均真实准确且没有误导性，并且没有任何重要事实或重要事项未披露，并且可能导致任何此类信息或文件在本协议日不真实、不准确或具有误导性。

- 7.2 All written information given to the Purchaser and its professional advisers by the Vendors and/or the professional advisers, officers and employees of the Vendors during the negotiations prior to this Agreement and during the due diligence review by the Purchaser was when given and is at the date hereof true and accurate.

在本协议之前的谈判期间以及买方尽职调查审查期间，卖方和/或卖方的专业顾问、高级职员和雇员向买方及其专业顾问提供的所有书面信息均在提供时和截至本协议发布之日真实准确。

- 7.3 All information available to the public in relation to the Group including without limitation information available on the website of the Stock Exchange and the Group is true, accurate and complete in all material respects and not misleading in any material respect.

所有向公众可获得的有关本集团的资料，包括但不限于联交所及本集团网站上提供的资料，在所有重大方面均属真实、准确及完整，并无任何重大方面具误导性。

8. Loan 贷款

- 8.1 Each of the Group Companies does not have any debentures.
各集团公司均无已发行的债券。

- 8.2 Except in the ordinary course of business and except for the items disclosed in the Accounts, there is no letters of credit, overdrafts, loans or other financial facilities outstanding or available to any of the Group Companies.

除正常业务过程中产生的情况及账户中所披露的项目外，各集团公司并无任何未清偿或可动用的信用证、透支、贷款或其他融资安排。

- 8.3 Except for those arising other than in the ordinary course of business as recorded in the Accounts, no material loans were granted to any of the Group Companies.

除账户中所载的非正常业务过程中产生的情况外，各集团公司并无获得任何重大贷款。

- 8.4 Each of the Group Companies does not sell any receivables or engage in any financial or fiscal activity that does not need to be displayed or reflected in the Accounts.

各集团公司均未出售任何应收账款，亦未从事任何无需在账户中展示或反映的金融或财政活动。

- 8.5 Except as recorded in the Accounts and as disclosed, none of the Group Companies has any outstanding debts or Encumbrances, or has created, agreed or permitted to create any outstanding debts or Encumbrances.

除账户中所载及已披露的情况外，各集团公司均无任何未偿债务或产权负担，亦未设立、同意或允许设立任何未偿债务或产权负担。

- 8.6 The amount borrowed by each Group Company (as determined by the relevant instrument or document) does not exceed any borrowing restrictions as provided in

the memorandum, articles of association or other equivalent constitutional documents, or any other binding debentures, deeds or documents.

各集团公司所借款项（以相关文书或文件所载为准）均未超过其公司章程、组织章程大纲或其他同等效力的组织文件，或任何具有约束力的债务文据、契据或文件所规定的任何借款限制。

- 8.7 None of the debts owed by the Group Companies becomes payable before its maturity date due to the default of any of the Group Companies. There is no event of default or pending event of default which, together with lapse of time, performance of conditions or notice, would cause the debt acceleration in which case the debt needs to be repaid before the maturity date.

各集团公司所负债务均未因其违约而提前到期。亦不存在任何违约事件或可能构成违约事件的情况，该等情况在结合时间的推移、条件的实现或通知的发出后，将导致债务加速到期并需在原定到期日前偿还。

- 8.8 Save as disclosed in the Audited Accounts, there is no outstanding loan or debt or payment owed by or payable by the Vendors to any of the Group Companies and vice versa.

除经审计的账目中所披露的情况外，卖方并无任何应向集团公司支付的未偿贷款、债务或款项，集团公司亦无任何应向卖方支付的未偿贷款、债务或款项。

- 8.9 Save as disclosed in the Audited Accounts, none of the Group Companies has any outstanding shareholder loans or director loans.

除经审计的账目中所披露的情况外，各集团公司均无任何未偿还的股东贷款或董事贷款。 -

SCHEDULE 4 附表4

Purchaser's Warranties 买方的保证

1. The Consideration paid to the Vendors (or their respective nominee(s)) are funds to which the Purchaser has lawful title, and such funds are from legitimate and lawful sources. There are no risks or circumstances under which such funds may be subject to any claim, recovery, or clawback by any third party.
向卖方支付的对价乃买方依法拥有的合法资金，且该等资金来源合法、合规，不存在任何可能被第三方主张、追回或追索的风险或隐患。
2. The Purchaser has not been declared bankrupt or liquidated (where applicable) and confirm its acquisition of the Sale Shares is not on behalf of any third parties.
买方尚未被宣布破产或清算（如适用），并确认其不代表任何第三方收购出售股份。
3. The Purchaser has full power to enter into and perform this Agreement and this Agreement will, when executed, constitute legal, valid and binding obligations on the Purchaser in accordance with its terms.
买方拥有签订和履行本协议的全部权力，本协议一经签署，将构成根据其条款对买方承担合法、有效和具有约束力的义务。
4. The Purchaser has taken all actions necessary to enter into this Agreement, to carry out its obligations hereunder and to complete the transactions contemplated herein.
买方已采取一切必要行动，签订本协议，履行本协议项下的义务，并完成本协议中预期的交易。
5. The Purchaser is entitled to purchase from the Vendor the full legal and beneficial ownership of the Sale Shares on the terms of this Agreement.
买方有权根据本协议的条款从卖方购买出售股份的全部合法和实益所有权。
6. All information relating to the Purchaser contained in this Agreement (including the Recitals and the Schedules) was when given true and accurate and not misleading and there is no material fact or material matter which has not been disclosed, and which may render any such information or documents untrue, inaccurate or misleading as at the date of this Agreement.
本协议中包含的所有与买方有关的信息（包括序言和附表）在提供真实和准确且没有误导性的情况下均为真实和准确且没有误导性，并且没有任何重要事实或重要事项尚未披露，并且可能导致任何此类信息或文件在本协议之日不真实、不准确或具有误导性。
7. All written information given to the Warrantors and their professional advisers by the Purchaser and/or the professional advisers, officers and employees of the Purchaser during the negotiations prior to this Agreement was when given and is at

the date hereof true and accurate.

买方和/或买方的专业顾问、高级职员和雇员在本协议之前的谈判期间向保证人及其专业顾问提供的所有书面信息均为本协议签署之日真实准确。

8. The execution and performance of this Agreement by the Purchaser will not violate any relevant laws, regulations, agreements or rules, or any obligations (contractual or otherwise) binding on the Purchaser or any of its assets.

买方执行和履行本协议不会违反任何相关法律、法规、协议或规则，或对买方或其任何资产具有约束力的任何义务（合同或其他义务）。