

"Certain personal information (being the residential address and sensitive personal data of the individual concerned) contained in this document has been redacted. The remaining information is considered as adequate by (i) the Company and its directors, (ii) the financial adviser to the Company for the purpose of disclosing the nature and significance of this document, and for the Company to fulfil its relevant disclosure obligations under the Codes on Takeovers and Mergers and Share Buy-backs."

DEED OF SETTLEMENT

THIS DEED OF SETTLEMENT (the "**Deed**") is made the 9th day of Sep 2024 by:

- (1) **CA CULTURAL TECHNOLOGY GROUP LIMITED**, a company incorporated in the Cayman Islands with company No. CT-281381, whose principal place of business in Hong Kong is situate at Room 2905, 29/F, China Resources Building, No. 26 Harbour Road, Wan Chai, Hong Kong ("**CACT**"); and
- (2) **LAM SIU LEUNG**, holder of HKID No. [REDACTED], of Suit B, 12/F., Ritz Plaza, 122 Austin Road, Tsim Sha Tsui, Kowloon, Hong Kong ("**Mr. Lam**")

(Each a "**Party**" and all together the "**Parties**".)

WHEREAS:-

- (A) Maxx Capital Finance Limited ("**Maxx Capital**") and CACT have various ongoing claims against each other in High Court proceedings HCCW 190/2022 and HCA 1810/2022 (the "**Legal Proceedings**") relating to or arising from such documents entered into between or signed by CACT and Maxx Capital including, (1) The Deed of Settlement (和解契約) dated 31st May 2022 entered into between CACT and Maxx Capital, under which it was agreed, inter alias, that CACT would repay Maxx Capital HK\$25,000,000.00 by instalments; and (2) The Deed of Guarantee and Indemnity dated 29th October 2021 executed by CACT in favour of Maxx Capital to guarantee the liabilities of Bright Rise Enterprises Limited under the Secured Guarantee Notes Due 2022 purchased by Maxx Capital (the "**Relevant Documents**").
- (B) On 9 February 2024, Maxx Capital and Mr. Lam entered into an agreement for assignment of debts and shares, under which it was agreed that 20,000,000 shares of CACT held by Maxx Capital and the debts owed by CACT to Maxx Capital in the amount of HK\$25,000,000 resulting from the Relevant Documents were assigned from Maxx Capital to Mr. Lam (the "**Assigned Debt**").
- (C) The Parties have now agreed to enter into the settlement of the Assigned Debt pursuant to the terms and conditions of this Deed.

NOW THIS DEED WITNESSES as follows: -

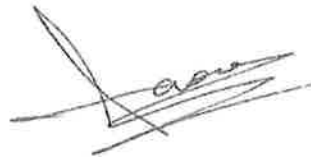
- 1) The Parties acknowledge and confirm that upon the execution of this Deed, CACT has entered into a deed of release with Maxx Capital (the "**Deed of Release**"), pursuant to which CACT releases and discharges Maxx Capital of and from all claims, demands and disputes in connection with the subject matter of the Legal Proceedings or arising from the Relevant Documents.
- 2) In respect of the Assigned Debt:-

- (a) CACT agrees to pay Mr. Lam an amount (“Settlement Sum”) equivalent to (i) the amount repayable by CACT under the Assigned Debt multiplied by (ii) the rate of recovery by the creditors under the scheme of arrangement sanctioned in HCMP38/2023 (“Scheme Creditors” and “Scheme of Arrangement”) and to pay the Settlement Sum to Mr. Lam on a date within a reasonable period after the administrator of the Scheme of Arrangement completing the distribution of the assets of the Scheme of Arrangement after it taking effect;
 - (b) In exchange for CACT’s promise in sub-paragraph (a) above, the Assigned Debt is fully and finally discharged subject to the clause 4 of this Deed, and Mr. Lam shall not take any legal action against CACT or other relevant persons and companies arising out of or in connection with the Assigned Debt; and
 - (c) In the event of any non-compliance with sub-paragraph (a) above, Mr. Lam shall be entitled to seek immediate recovery of the Settlement Sum from CACT.
- 3) The settlement arrangements under this Deed shall neither constitute nor be deemed or construed as an admission by any Party of any breach of any obligation of any kind or nature, but shall be construed solely for the purpose of settlement and compromise of disputed claims under the Legal Proceedings.
- 4) The obligation to implement the settlement arrangements under this Deed by the Parties is conditional on all the consents and approvals of entering into and implementation of this Deed and the transactions contemplated hereunder as required in compliance with the Hong Kong Code on Takeovers and Mergers having been obtained by CACT and the approval has been obtained from Independent Shareholders.
- 5) This Deed shall not be modified or amended except in writing and signed by all Parties.
- 6) This Deed and any non-contractual rights or obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of Hong Kong, the Parties shall irrevocably submit to the non-exclusive jurisdiction of the courts of Hong Kong.

[end]

IN WITNESS WHEREOF this Deed is signed, sealed and delivered by the Parties hereto or by their duly authorised representative on the day and year first above written.

Executed as a Deed)
and signed by)
)
For and on behalf of)
CA Cultural Technology)
Group Limited)
)
in the presence of:-)



Executed as a Deed)
and signed by)
)
Lam Siu Leung)
)
)
in the presence of:-)

