

Equitable Mortgage Over Shares

in

MARS Worldwide Holdings Limited

9th June 2023

MA XIAOQIU (馬小秋)

(as Mortgagor)

and

TSANG CHUN HO ANTHONY (曾俊豪)

(as Mortgagee)

This Equitable Mortgage (this "Mortgage") is made on 9th June 2023

Between:

- (1) MA XIAOQIU (馬小秋) (People's Republic of China ID Card No.510122196007264529) of No.37 Longhua Road, Longhua District, Haikou City, People's Republic of China (the "Mortgagor"); and
- (2) TSANG CHUN HO ANTHONY (曾俊豪) (holder of Hong Kong Identity Card No.Z363443(5)) of Unit A, G/F., Court B, Tower 3, Dragons Range, 33 Lai Ping Road, Sha Tin, New Territories, Hong Kong (the "Mortgagee").

Whereas:

- (A) Pursuant to the Loan Documents (as defined below), the Borrower's/Obligor's obligations under the Loan Documents shall be secured by this Mortgage, in accordance with and subject to the provisions in this Mortgage. The Mortgagor and the Mortgagee agree that if an Obligor fails to pay any amount due under the Loan Documents, or breaches any warranties or covenants therein, the Mortgagee shall have the right to enforce this Mortgage in accordance with the provisions therein at any time.
- (B) It is a condition precedent of the Loan Documents that the Mortgagor enters into this equitable mortgage and assignment of rights over shares in the Company.

It is agreed as follows:

1 Definitions and Interpretation

- 1.1 In this Mortgage (except where the context otherwise requires) words and expressions shall have the same meanings assigned to them as defined in the Loan Documents and the following words and expressions shall have the following meanings:

"Business Day"	means any day which is not a Saturday or Sunday or a public holiday in the place or at which the notice is left or sent;
"Company"	means MARS Worldwide Holdings Limited (Company No.2106409), a company incorporated in the British Virgin Islands with limited liability and its registered office is at CCS Trustees Limited, Mandar House, 3 rd Floor, Johnson's Ghut, Tortola, British Virgin Islands;
"Dissolution"	means in respect of any person, any corporate action, legal proceedings or other procedure or step taken in relation to: <ol style="list-style-type: none">(i) the suspension of payments, a moratorium of any indebtedness, winding up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement

or otherwise);

- (ii) any composition, compromise, assignment or arrangement with any of its creditors;
- (iii) the appointment of any liquidator, receiver, administrative receiver, compulsory manager or other similar officer in respect of it or any of its assets;

or any analogous procedure or step taken in any jurisdiction;

"Enforcement Event"

means the occurrence of an Event of Default which is continuing;

"Enforcement Notice"

means an enforcement notice served by the Mortgagee on the Mortgagor with respect to the Enforcement Event;

"Event of Default"

means each of the events or circumstances set out below;

- (a) An Obligor fails to pay any amount due under the Loan Documents, unless its failure to pay is caused solely by an administrative error or technical problem and payment is made within five (5) Business Days of its due date;
- (b) An Obligor becomes insolvent, or any liquidator or receiver shall be or has been appointed over all or a substantial portion of its assets, or it shall be unable to pay its debts as they fall due;
- (c) An Obligor shall become bankrupt or make any arrangement or composition with the Mortgagor's creditors;
- (d) The occurrence of an Event of Default as defined in the Loan Documents; and/or
- (e) An Obligor's failure to observe or perform any covenant or agreement contained in this Mortgage or any default in the payment or performance of any other Secured Obligations.

"Gross Negligence"

in relation to a person means a standard of conduct beyond negligence whereby that person acts with reckless disregard for the consequences of a breach of a duty of care owed to another;

"Indebtedness"	means any obligation for the payment or repayment of money in any currency, whether present or future, actual or contingent, joint or several, whether incurred as principal or surety or in any other way whatever, and including principal, interest, commission, fees and other charges;
"Initial Shares"	means the securities listed in Schedule 1 which are all registered in the name of the Mortgagor;
"Investment Shares"	means the 411,289,396 shares representing approximately 45.71% shareholding in CARRY WEALTH HOLDINGS LTD. (the shares of which are listed on the Main Board of the Stock Exchange with stock code: 643) beneficially owned by the Company;
"Liability"	means any liability, damage, loss, cost, claim or expense of any kind or nature, whether direct, indirect, special, consequential or otherwise;
"Loan Agreement"	means the Loan Agreement dated 9 th June 2023 between the Mortgagor as the borrower and the Mortgagee as the lender;
"Loan Documents"	means the Loan Agreement and any other document (or any of them) designated as such by the Mortgagor and the Mortgagee, with respect to advancement of a loan to the Mortgagor, as amended from time to time (including any amendment to the amount, composition or purpose of the facilities provided for therein and liabilities imposed thereunder, however fundamental).
"Mortgaged Shares"	<p>means the Initial Shares and all and any other shares, warrants and other securities of any kind (including loan capital) of the Company now or at any time in the future beneficially owned by the Mortgagor or in which the Mortgagor has any interest (including any equity of redemption) and all rights, benefits and advantages now or at any time in the future deriving from or incidental to any of the Mortgaged Shares including:</p> <ul style="list-style-type: none"> <li data-bbox="750 1590 1347 1680">(a) all dividends, interest, redemption proceeds and other income paid or payable in relation to any Mortgaged Shares; and <li data-bbox="750 1702 1347 1843">(b) all shares, securities, rights, monies or other property accruing, offered or issued at any time by way of redemption, conversion, exchange, substitution, preference, option or otherwise in respect of any Mortgaged Shares

(including but not limited to proceeds of sale).

"Obligors"

means the Mortgagor and "Obligor" means each one of them.

"Receiver"

has the meaning given to it in Clause 10;

"Retention Period"

means, in relation to any Relevant Transaction (with the meaning given to it in clause 7.1), the period which commences on the date when that Relevant Transaction was made or given, and which ends on the date falling one month after the expiration of the maximum period within which that Relevant Transaction can be avoided, reduced or invalidated by virtue of any applicable law;

"Secured Obligations"

means all and any amounts of any kind now or in the future, actual or contingent, due or payable (or expressed to be due or payable) by an Obligor to the Mortgagee in any currency, actually or contingently, solely and/or jointly and/or severally with another or others as principal or surety on any account whatsoever under or in connection with the Loan Documents and this Mortgage or as a consequence of any breach, non-performance, disclaimer or repudiation by an Obligor of any of the Obligor's obligations under this Mortgage and the Loan Documents or otherwise (including any warranties, representations and undertakings made by an Obligor in the Loan Documents) and references to the Secured Obligations include references to any part of them;

"Security Interest"

means any mortgage, charge, pledge, lien, encumbrance, right of set off or any security interest, howsoever created or arising;

1.2 In this Mortgage:

- (a) any reference to a Recital, Clause or Schedule is to the relevant Recital, Clause or Schedule of or to this Mortgage;
- (b) the clause headings are included for convenience only and shall not affect the interpretation of this Mortgage;
- (c) use of the singular includes the plural and vice versa;
- (d) use of any gender includes the other gender;

- (e) any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;
- (f) references to this Mortgage or any other document (including the Loan Documents) or agreement are to be construed as references to this Mortgage or such other document as varied in any manner from time to time, even if changes are made to the composition of the parties to this Mortgage or such other document or to the nature or amount of any facilities made available under such other document;
- (g) indebtedness due, owing or incurred under the Loan Documents shall include all moneys, obligations and liabilities due, owing or incurred in respect of any variations or increases in the amount or composition of the facilities provided for therein or the obligations and liabilities imposed thereunder however fundamental;
- (h) no person shall be found to have committed actual fraud or wilful default under this Mortgage unless or until a court of competent jurisdiction shall have made a finding to that effect; and
- (i) references to a "person" shall be construed so as to include any individual, firm, company or other body corporate, government, state or agency of a state, local or municipal authority or government body or any joint venture, association or partnership (whether or not having separate legal personality); and in each case, its successors and assigns and persons deriving title under or through it, in whole or in part, and any person which replaces any party to any document in its respective role thereunder, whether by assuming the rights and obligations of the party being replaced or whether by executing a document in or substantially in the form of the document it replaces.

1.3 If any conflict arises between the covenants and undertakings in this Mortgage and the corresponding covenants and undertakings in the Loan Documents, the covenants and undertakings given in the Loan Documents shall prevail.

1.4 Expressions defined in the Companies Ordinance (Cap. 622) as in effect from time to time (and not redefined in this Mortgage) shall have the same meanings in this Mortgage, except that the expression "company" shall include a body corporate established outside Hong Kong.

1.5 The Recitals and Schedules form part of this Mortgage and shall have effect as if set out in full in the body of this Mortgage and any reference to this Mortgage includes the Recitals and Schedules.

2 Covenant to Pay

2.1 The Mortgagor hereby covenants that it will, on the Mortgagee's written demand, pay or discharge to the Mortgagee all Indebtedness now or in the future due and payable, owing or incurred by the Obligors to the Mortgagee under or in connection with the Loan Documents, in accordance with the Loan Documents, whether on or after such demand and including any Indebtedness (secured or unsecured) of the Obligors to a third party which has been subsequently assigned or novated to the Mortgagee.

2.2 The making of one demand shall not preclude the Mortgagee from making any further demands.

3 Security

- 3.1 The Mortgagor hereby mortgages to the Mortgagee by way of a first equitable mortgage as a continuing security for the payment and discharge of the Secured Obligations, the Mortgaged Shares.
- 3.2 The Mortgagor hereby charges to the Mortgagee by way of first fixed charge as a continuing security for the payment and discharge of the Secured Obligations, all its right, title, interest and benefit present and future in, to and under the Mortgaged Shares.
- 3.3 Any receipt, release or discharge of any Security Interest created by this Mortgage or of any Liability arising under this Mortgage may be given by the Mortgagee in accordance with the provisions of this Mortgage and shall not release or discharge the Mortgagor from any Liability owed to the Mortgagee for the same or any other monies which may exist independently of this Mortgage. Where such receipt, release or discharge relates to only part of the Secured Obligations such receipt, release or discharge shall not prejudice or affect any other part of the Secured Obligations nor any of the rights and remedies of the Mortgagee under this Mortgage nor any of the obligations of the Mortgagor under this Mortgage.
- 3.4 Upon the unconditional and irrevocable payment or discharge of all Secured Obligations and the Mortgagee being under no further obligation (whether actual or contingent) to make advances or provide other financial accommodation under the Loan Documents, the Mortgagee shall on request by the Mortgagor (at the Mortgagor's cost) release the Mortgaged Shares from the Security Interest and discharge the obligations of the Mortgagor, each created by this Mortgage. Such release shall not prejudice the rights of the Mortgagee under Clause 16.
- 3.5 The Mortgagee shall, following the release of the Security Interest and discharge of the obligations of the Mortgagor created by this Mortgage, provide written confirmation of such release and discharge to the Mortgagor.
- 3.6 Any release, discharge or settlement between the Mortgagor and the Mortgagee shall be conditional upon no security, disposition or payment to the Mortgagee being void, set aside or ordered to be refunded pursuant to any enactment or law relating to liquidation or insolvency or for any other reason whatsoever and if such condition is not fulfilled the Mortgagee shall be entitled to enforce this Mortgage as if such release, discharge or settlement had not occurred and any such payment not been made.

4 Covenants by the Mortgagor

The Mortgagor covenants that, for so long as any Secured Obligations remains outstanding:

- 4.1 immediately upon the signing of this Mortgage, it shall deliver to the Mortgagee (on the date hereof) in form and substance acceptable to the Mortgagee and the Company:
 - (a) an original share certificate (if any) in respect of the Initial Shares or confirmation from the Company that it does not issue any such certificates;
 - (b) a blank, signed and undated transfer in respect of the Initial Shares in the form set out in Schedule 2;

- (c) a memorandum signed by a director of the Company concerning the endorsement of a note of this Mortgage on the Register of Members of the Company as maintained by CCS Trustees Limited as the Administrator to the Company in the form set out in Schedule 3;
- (d) a signed and undated shareholder proxy in favour of the Mortgagee in the form set out in Schedule 5;
- (e) an executed but undated written resolution of the board of directors of the Company approving the transfer of the Initial Shares in the form set out in Schedule 6; and
- (f) an executed letter of undertaking and confirmation from the Company in the form set out in Schedule 7.

4.2 as soon as practicable after the signing of this Mortgage, it shall procure the signature(s) of CCS Trustees Limited and deliver to the Mortgagee in form and substance acceptable to the Mortgagee and the Company:

- (a) a notice of equitable mortgage and/or charge addressed by the Mortgagor to the Company and CCS Trustees Limited as the Administrator to the Company in the form set out in Schedule 4; and
- (b) an executed letter of instruction from the Company to the Administrator in the form set out in Schedule 8.

4.3 it shall, for as long as any Secured Obligations remain outstanding, immediately and from time to time deposit with the Mortgagee:

- (a) all original share certificates (if any) and any other documents of title relating to the Mortgaged Shares (which, for the avoidance of doubt, includes all share certificates and other documents of title relating to any shares in the Company acquired by the Mortgagor after the date of this Mortgage) or confirmation from the Company that it does not issue any such certificates; and
- (b) blank, signed and undated transfers in respect of all Mortgaged Shares other than the Initial Shares in the form set out in Schedule 2 as and when any further shares in the Company are acquired by the Mortgagor.

4.4 The Mortgagor shall, immediately after execution of this Mortgage and in any event within five (5) Business Days of execution of this Mortgage, instruct its corporate service provider to enter particulars of the security interests created pursuant to this Mortgage in the register of mortgages and charges ("Register of Mortgages and Charges") maintained by it and immediately after entry of such particulars has been made, provide the Mortgagee with a certified true copy of the updated Register of Mortgages and Charges.

4.5 it shall, immediately after execution of this Mortgage, procure that the following notation be entered on the register of members of the Company maintained by the Company:

"All shares in MARS Worldwide Holdings Limited issued as fully paid up and registered in the name of MA XIAOQIU are charged in favour of TSANG CHUN HO ANTHONY pursuant to a share mortgage dated 9th June 2023, as amended from time to time."

The Mortgagor shall, within seven (7) Business Days from execution of this Deed, provide the Mortgagee with a certified true copy of the updated register of members with the annotation referred to above.

- 4.6 it shall promptly pay (and shall indemnify the Mortgagee on demand against) all calls, instalments and other payments which may be made or become due in respect of the Mortgaged Shares and, in the event of default by the Mortgagor, the Mortgagee may do so on behalf of the Mortgagor;
- 4.7 it shall not, except with the prior written consent of the Mortgagee:
- (a) create, or agree or attempt to create, or permit to subsist over all or part of the Mortgaged Shares (or any Interest therein) any Security Interest (except as may be created under this Mortgage or a lien arising by operation of law in the ordinary course of the Mortgagor's business) or any trust over any the Mortgaged Shares whether ranking prior to, *pari passu* with or behind the security contained in this Mortgage;
 - (b) sell, assign, lease, license or sub-license, grant any interest in the Mortgaged Shares or any interest therein or attempt or agree to surrender or so dispose (other than in accordance with this Mortgage);
 - (c) permit any person other than the Mortgagor or the Mortgagee, the Mortgagee's nominee or nominees to be registered as, or become the holder of, the Mortgaged Shares;
 - (d) exercise any voting or other rights in a way which may prejudice the value of the Mortgaged Shares or otherwise jeopardise the security constituted by this Mortgage over them; or
 - (e) redeem the Mortgaged Shares or make any request for redemption of the same pursuant to the articles of association of the Company or otherwise.
- 4.8 save as contemplated by the Loan Documents and to the extent that the same is within the control of the Mortgagor, no further shares in the Company will be issued without the prior consent of the Mortgagee;
- 4.9 it shall promptly forward to the Mortgagee all material notices, reports, accounts and other documents relating to the Mortgaged Shares which it may receive from time to time (including all notices of meetings of the shareholders of the Company);
- 4.10 at any time after the service of an Enforcement Notice upon occurrence of an Event of Default it shall exercise all voting and other rights and powers which may at any time be exercisable by the holder of the Mortgaged Shares as the Mortgagee may in its absolute discretion direct;
- 4.11 it shall not take or accept any Security Interest from the Company or, in relation to the Secured Obligations, from any third party, without first obtaining the Mortgagee's written consent;
- 4.12 unless directed in writing to do so by the Mortgagee it shall not prove in a liquidation or winding up of the Company until all the Secured Obligations are paid in full and if directed to prove by the Mortgagee (or if the Mortgagor otherwise receives any payment or other benefit in breach of this Clause 4.12 or Clause 4.13, the Mortgagor shall hold all monies received by it on trust for the Mortgagee to satisfy the Secured Obligations); and

- 4.13 until all of the Secured Obligations have been paid in full or otherwise discharged, it shall not claim payment whether directly or by set-off, lien, counterclaim or otherwise of any amount which may be or has become due to the Mortgagor by the Company other than as contemplated and/or expressly permitted by the Loan Documents and/or this Mortgage.
- 4.14 Until all of the Secured Obligations have been paid in full or otherwise discharged, all dividends, redemption proceeds and other distributions made on or in respect of the Mortgaged Shares or any thereof and any such dividends, redemption proceeds and other distributions received by the Mortgagor shall be deposited into such account as may be designated by the Mortgagee from time to time and applied towards the discharge of the Secured Obligations. All said dividends, redemption proceeds and other distributions received by the Mortgagor contrary to the provisions of this Clause 4.14 shall be:-
- (a) held in trust for the benefit of the Mortgagee;
 - (b) segregated from other property or funds of the Mortgagor; and
 - (c) forthwith delivered to the Mortgagee in the same form as so received (with any necessary endorsement).
- 4.15 as the sole shareholder and sole director of the Company, it shall procure that:-
- (a) the Company shall comply in all respects with all laws and regulations to which it or its assets may be subject;
 - (b) the Company shall not create or permit to subsist any Security Interest over any of its assets (including the Investment Shares) or interest or shareholding of any of its subsidiaries;
 - (c) The Company shall not enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, assign, transfer or otherwise dispose of any of its assets (including the Investment Shares);
 - (d) the Company shall maintain and preserve all of its assets that are necessary or desirable for the conduct of its business, as conducted at the date of this Agreement;
 - (e) the Company shall not incur, create or permit to subsist or have outstanding any financial indebtedness or enter into any agreement or arrangement whereby it is entitled to incur, create or permit to subsist any financial indebtedness;
 - (f) there shall be no change to the directors, officers or management of the Company; or
 - (g) the Company shall not make any loans, grant any credit or give any guarantee or indemnity to or for the benefit of any person.
- 4.16 The Mortgagor, being the legal owner of Initial Shares, hereby makes, constitutes and appoints the Mortgagee as the true and lawful attorney and proxy of the Mortgagor with full power to appoint a nominee or nominees to act hereunder from time to time and to vote the Initial Shares of the Company at all general meetings of shareholders or stockholders of the Company with the same force and effect as the Mortgagor might or could do and to requisition and convene a meeting or meetings of the shareholders of the Company for the purpose of appointing or

confirming the appointment of new directors of the Company and/or such other matters as may in the opinion of the Mortgagee be necessary or desirable for the purpose of implementing this Mortgage and the undersigned hereby ratifies and confirms all that the said Mortgagee or its nominee or nominees shall do or cause to be done by virtue hereof. This power and proxy is given to secure a proprietary interest of the Mortgagee of the power or the performance of an obligation owed to the Mortgagee and is irrevocable and shall remain irrevocable.

5 Representations and Warranties

The Mortgagor represents and warrants to the Mortgagee and undertakes that:

- 5.1 the Mortgagor is the absolute legal and beneficial owner of all of the Initial Shares free of all Security Interest, encumbrances, trusts, equities and claims whatsoever (save those under this Mortgage) and that all of the Initial Shares are fully paid up;
- 5.2 the Initial Shares represents all the issued shares of the Company and are registered in the name of the Mortgagor;
- 5.3 it has and will at all times have the necessary power to enter into and perform its obligations under this Mortgage;
- 5.4 this Mortgage constitutes its legal, valid, binding and enforceable obligation and is a first priority security interest over the Mortgaged Shares effective in accordance with its terms;
- 5.5 the execution, delivery, observance and performance by the Mortgagor of this Mortgage will not require the Mortgagor to obtain any licences, consents or approvals and will not result in any violation of any law, statute, ordinance, rule or regulation applicable to it;
- 5.6 it has obtained all the necessary authorisations and consents to enable it to enter into this Mortgage and the necessary authorisations and consents will remain in full force and effect at all times during the subsistence of the security constituted by this Mortgage;
- 5.7 it has disclosed to the Mortgagee all existing set off, netting or analogous arrangements entered into, and otherwise affecting or relating to the Mortgaged Shares;
- 5.8 the Mortgagee's claims or rights over the Mortgaged Shares under or pursuant to this Mortgage, are not subject to, or otherwise affected by any rights of set off, netting or analogous arrangements that will otherwise reduce the value of the Mortgagee's security constituted by this Mortgage; and
- 5.9 the execution, delivery, observance and performance by the Mortgagor of the Mortgage will not constitute an event of default or trigger any enforcement under any Security Interest in the Mortgagor's assets nor will it result in the creation of any Security Interest over or in respect of the present or future assets of the Company.
- 5.10 the Company is the absolute legal and beneficial owner of all of the Investment Shares free of Security Interest and that all of the Investment Shares are fully paid up.

6 Power of Attorney

6.1 The Mortgagor, by way of security for the payment of the Secured Obligations and the performance of an Obligor's obligations under this Mortgage and the Loan Documents hereby irrevocably appoints the Mortgagee (whether or not a Receiver or administrator has been appointed) and any Receiver separately to be its attorney (with full power to appoint substitutes and to delegate) with power in its name and on its behalf, and as its act and deed or otherwise at any time and from time to time, to:

- (a) sign, seal, execute, deliver and complete all transfers, renunciations, proxies, mandates, assignments, deeds and documents and do all acts and things which the Mortgagee may reasonably consider to be necessary or advisable to perfect or improve its security over the Mortgaged Shares; or
- (b) give proper effect to the intent and purposes of this Mortgage;
- (c) give any instruction under the rules and practices of any relevant system;
- (d) enable or assist in any way in the exercise of any right or the enforcement thereof including any power of sale of the Mortgaged Shares (whether arising under this Mortgage or implied by statute or otherwise); and
- (e) perform any other act of any description,

which may be required of the Mortgagor under this Mortgage or may be deemed by such attorney necessary or desirable for any purpose of this Mortgage or to constitute, enhance or perfect the security intended to be constituted by it or to convey or transfer legal ownership of any Mortgaged Shares.

6.2 The Mortgagor ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this Clause.

6.3 All sums expended by the Mortgagee or any Receiver under this Clause shall be recoverable from the Mortgagor in accordance with the terms of this Mortgage.

7 Retention of Mortgaged Shares

7.1 If the Mortgagee reasonably considers that any payment, security or guarantee provided or to be provided to it (a "Relevant Transaction") by any person is capable of being avoided, reduced or invalidated by virtue of applicable law, the Mortgagee shall be entitled to retain and shall not be obliged to release any of the relevant Mortgaged Shares until the expiry of the Retention Period in relation to that Relevant Transaction.

7.2 In the event of the Dissolution of such person at any time before the expiry of that Retention Period, the Mortgagee:

- (a) may continue to retain the Mortgaged Shares and the charge for a further period expiring on the later of the expiry of the Retention Period and the date on which all proceedings relating to such Dissolution are determined; and

- (b) shall not be obliged during such period to release any of the relevant Mortgaged Shares from any Security Interest created pursuant to this Mortgage.

8 Enforcement Notice

- 8.1 The Mortgagee may at any time after the occurrence of an Event of Default serve an Enforcement Notice on the Mortgagor provided that until the service of the Enforcement Notice, the Mortgagor shall be entitled to exercise all voting rights and other rights and/or powers attaching to the Mortgaged Shares or any thereof for all purposes not inconsistent with the purposes of this Mortgage, any of the Secured Obligations, and of the Loan Documents PROVIDED THAT such entitlement shall be subject to the following:
 - 8.2 the Mortgagee shall be entitled at any time to exercise or direct the exercise of the voting and other rights attached to any Mortgaged Shares as it sees fit; and
 - 8.3 in such case the Mortgagor shall comply or procure the compliance with any directions of the Mortgagee in respect of the exercise of those rights and shall promptly following a written request by the Mortgagee execute and/or deliver to the Mortgagee such forms of proxy as it may require in connection with that exercise.
- 8.4 Following the service of an Enforcement Notice by the Mortgagee after the occurrence of an Event of Default and upon the Mortgagee enforcing all of the security created by this Mortgage and exercising all or any of the powers, authorities and discretions conferred by the Loan Documents or this Mortgage or otherwise by law on mortgages, charges and Receivers (whether or not it has appointed a Receiver), the Mortgagor shall forthwith sign, seal, deliver and complete all transfers, renunciations, proxies, mandates, assignments, deeds and documents and do all acts and things which the Mortgagee may, in its absolute discretion, at any time and from time to time specify for enabling or assisting the Mortgagee:
 - (a) to perfect or improve its title to and security over the Mortgaged Shares;
 - (b) to vest the Mortgaged Shares in the Mortgagee or its nominee or nominees;
 - (c) to procure that the Mortgagee or its nominee or nominees is registered in the Register of Members of the Company in respect of the Mortgaged Shares;
 - (d) to exercise (or enable its nominee or nominees to exercise) any rights or powers attaching to the Mortgaged Shares;
 - (e) to sell or dispose of the Mortgaged Shares; and/or
 - (f) otherwise to enforce any of the rights of the Mortgagee under or in connection with this Mortgage.

9 Mortgagee's Rights as to Shares

If the Mortgagee shall have served an Enforcement Notice after the occurrence of an Event of Default, the Mortgagee shall, without prejudice to any other right or remedy available hereunder or under applicable law, forthwith become entitled:

- 9.1 solely and exclusively to exercise all voting rights attaching to the Mortgaged Shares or any thereof and shall exercise such rights in such manner as the Mortgagee may in its absolute discretion determine; and/or
- 9.2 solely and exclusively to exercise all other rights and/or powers and/or discretions of the Mortgagor in, to and under the Mortgaged Shares pursuant to the memorandum and articles of association of the Company; and/or
- 9.3 to receive and retain all dividends, redemption proceeds and other distributions made on or in respect of the Mortgaged Shares or any thereof and any such dividends, redemption proceeds and other distributions received by the Mortgagor after such time shall be held in trust by the Mortgagor for the Mortgagee and be paid or transferred to the Mortgagee on demand to be applied towards the discharge of the Secured Obligations; and/or
- 9.4 without notice to, or further consent or concurrence by, the Mortgagor to sell the Mortgaged Shares or any part thereof by such method, at such place and upon such terms as the Mortgagee may in its absolute discretion determine, with power to postpone any such sale and in any such case the Mortgagee may exercise any and all rights attaching to the Mortgaged Shares as the Mortgagee in its absolute discretion may determine and without being answerable for any loss occasioned by such sale or resulting from postponement thereof or the exercise of such rights; and/or
- 9.5 to date and present to the Company or any other applicable person any undated documents provided to it pursuant to Clause 4 or any other provision of this Mortgage and to take all steps to register the Mortgaged Shares in the name of the Mortgagee or its nominee or nominees and to assume control as registered owner of the Mortgaged Shares.

10 Receiver

- 10.1 At any time after the service of an Enforcement Notice after the occurrence of an Event of Default the Mortgagee may by writing without notice to the Mortgagor appoint one or more person or persons as the Mortgagee thinks fit to be a receiver (the "Receiver") in relation to the Mortgaged Shares. Where the Mortgagee appoints two or more persons as Receiver, the Receivers may act jointly or independently.
- 10.2 The Mortgagee may remove any Receiver it appoints, and appoint another person or other persons as Receiver or Receivers, either in the place of a Receiver it has removed, or who has otherwise ceased to act, or to act jointly with a Receiver or Receivers.
- 10.3 If at any time any two or more persons hold office as Receivers of the same assets or income, such Receivers may act jointly and/or severally so that each one of such Receivers shall be entitled (unless the contrary is stated in any instrument(s) appointing them) to exercise all the powers and discretions hereby conferred on Receivers individually and to the exclusion of the other or others of them.
- 10.4 Every such appointment or removal, and every delegation, appointment or removal by the Mortgagee in the exercise of any right to delegate its powers or to remove delegates, may be made in writing under the hand of any officer of the Mortgagee.
- 10.5 Every Receiver shall have all the powers of the Mortgagee in this Mortgage and, without prejudice to the foregoing, shall have the following powers:

- (a) power to take possession of, collect and get in any of the Mortgaged Shares and, for that purpose, to take such proceedings as may seem to him to be expedient;
 - (b) without notice to, or further consent or concurrence by, any Mortgagor to sell or otherwise dispose of any of the Mortgaged Shares by such method, at such place and upon such terms as a Receiver may in its absolute discretion determine, with power to postpone any such sale and in any such case a Receiver may exercise any and all rights attaching to the Mortgaged Shares as the Receiver in its absolute discretion may determine and without being answerable for any loss occasioned by such sale or resulting from postponement thereof or the exercise of such rights;
 - (c) power to raise or borrow money and grant security over any of the Mortgaged Shares;
 - (d) power to appoint attorneys or accountants or other professionally qualified persons to assist him in the performance of his functions;
 - (e) power to bring or defend any action or other legal proceedings in the name of and on behalf of the Mortgagor in respect of the Mortgaged Shares;
 - (f) power to do all acts and execute in the name and on behalf of the Mortgagor any document or deed in respect of the Mortgaged Shares;
 - (g) power to make any payment which is necessary or incidental to the performance of his functions;
 - (h) power to make any arrangement or compromise on behalf of the Mortgagor in respect of the Mortgaged Shares;
 - (i) power to rank and claim in the insolvency or liquidation of the Company and to receive dividends and redemption proceeds and to accede to trust deeds for the creditors of the Company;
 - (j) power to present or defend a petition for the winding up of the Company; and
 - (k) power to do all other things incidental to the exercise of the foregoing powers.
- 10.6 The Receiver shall be the agent of the Mortgagor and the Mortgagor shall be jointly responsible for his acts and defaults and jointly liable on any contracts made, entered into or adopted by the Receiver. The Mortgagee shall not be liable for the Receiver's acts, omissions, negligence or default, nor be liable on contracts entered into or adopted by the Receiver.
- 10.7 In making any sale or other disposal of any of the Mortgaged Shares in the exercise of their respective powers, the Receiver or the Mortgagee may accept by way of consideration for such sale or other disposal, cash, shares, loan capital or other obligations including, without limitation, consideration fluctuating according to or dependent upon a profit or turnover and consideration the amount of which is to be determined by a third party. Any such consideration may be receivable in a lump sum or by instalments.
- 10.8 Every Receiver shall be entitled to remuneration for his services at a rate to be fixed by agreement between him and the Mortgagee (or, failing such agreement, to be conclusively fixed by the Mortgagee) commensurate with the work and responsibilities involved upon the basis of

charging from time to time adopted in accordance with the current practice of such Receiver or his firm.

- 10.9 To the fullest extent permissible under law, the Mortgagee may exercise any right or power that the Receiver may exercise in relation to the enforcement of this Mortgage.

11 Other powers exercisable by the Mortgagee

- 11.1 All powers of the Receiver conferred by this Mortgage may be exercised by the Mortgagee after this Mortgage has become enforceable.
- 11.2 The Mortgagee shall have no Liability or responsibility to the Mortgagor arising out of the exercise or non-exercise of the powers conferred on it by this Clause, except for Gross Negligence, actual fraud or wilful default.
- 11.3 The Mortgagee does not need to enquire as to the sufficiency of any sums received by it in respect of any debt or claim so assigned to it or make any claim or take any other action to collect in or enforce them.

12 Application of Monies by the Mortgagee or a Receiver

- 12.1 The Mortgagee (and any Receiver) shall apply the monies received by it as a result of the enforcement of the security:
- (a) firstly, in payment or satisfaction of the expenses related to enforcement of this security (including without limitation the fees and expenses of the Receiver);
 - (b) secondly, in meeting claims of the Mortgagee in respect of the Secured Obligations;
 - (c) thirdly, in payment of the balance (if any) to the Mortgagor or persons entitled to it.
- 12.2 The Mortgagee shall not be liable for any loss or damage occasioned by:
- (a) any sale or disposal of the Mortgaged Shares or an interest in the Mortgaged Shares; or
 - (b) arising out of the exercise, or failure to exercise, any of its powers under this Mortgage; or
 - (c) any neglect or default to pay any instalment or accept any offer or notify the Mortgagor of any such neglect or default; or
 - (d) any other loss of whatever nature in connection with the Mortgaged Shares.
- 12.3 The Mortgagee may, at any time after demand and until the irrevocable and unconditional payment to the Mortgagee of all Secured Obligations, place and keep to the credit of a suspense account any money received or realised by the Mortgagee by virtue of this Mortgage. The Mortgagee shall have no intermediate obligation to apply such money in or towards the discharge of any Secured Obligations.
- 12.4 The Mortgagee may keep any security held by it in respect of an Obligor's Liability under this Mortgage and the Loan Documents in order to protect the Mortgagee against any possible claim under insolvency law for up to three years after all Secured Obligations have been satisfied. If a

claim is made against the Mortgagee within that period, the Mortgagee may keep the security until that claim has finally been dealt with.

13 Protection of the Mortgagee and Receiver

13.1 Neither the Mortgagee nor any Receiver shall be liable in respect of any Liability which arises out of the exercise or the attempted or purported exercise of, or the failure to exercise, any of their respective powers under or by virtue of this Mortgage, except if and insofar as such Liability results from its or his own Gross Negligence, actual fraud or wilful default.

13.2 Without prejudice to the generality of Clause 13.1, neither the Mortgagee nor any Receiver shall be liable to account as mortgagee in possession or otherwise for any sum not actually received by it or him respectively. If and whenever the Mortgagee enters into possession of any Mortgaged Shares, it shall be entitled at any time at its discretion to go out of possession.

14 Protection of Purchasers

14.1 No purchaser from, or other person dealing with, the Mortgagee or any Receiver shall be concerned to enquire whether any of the powers which the Mortgagee has exercised or purported to exercise has arisen or become exercisable, or whether this Mortgage has become enforceable, or whether a Receiver has been validly appointed, or whether any event or cause has happened to authorise the Mortgagee or a Receiver to act or as to the propriety or validity of the exercise or purported exercise of any such power, and the title of such a purchaser and the position of such a person shall not be impeachable by reference to any of those matters.

14.2 The receipt of the Mortgagee shall be an absolute and a conclusive discharge to a purchaser and shall relieve him of any obligation to see to the application of any money paid to or by the direction of the Mortgagee.

15 Continuing Security and Non-Merger

15.1 The security constituted by this Mortgage shall be continuing and shall not be considered as satisfied or discharged by any intermediate payment or settlement of the whole or any part of the Secured Obligations or any other matter or thing whatsoever and shall be binding until all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full.

15.2 This Mortgage is in addition to and shall not merge with or otherwise prejudice or affect any banker's lien, right to combine and consolidate accounts, right of set-off or any other contractual or other right or remedy or any guarantee, lien, pledge, bill, note, charge or other security now or hereafter held by or available to the Mortgagee.

16 Ruling Off Account

16.1 On receiving notice that the Mortgagor has created a Security Interest over or otherwise encumbered or disposed of any of the Mortgaged Shares, the Mortgagee may rule off all its accounts and open new accounts with the Mortgagor.

16.2 If the Mortgagee does not open a new account immediately on receipt of such notice, it shall nevertheless be treated as if it had done so on that day. From that day, all payments made by the Mortgagor to the Mortgagee shall be treated as having been credited to a new account and shall

not operate to reduce the amount owing from an Obligor to the Mortgagee at the time when it received such notice.

17 Currency

If under, any applicable law, whether pursuant to a judgment or otherwise against the Mortgagor or insolvency against the Mortgagor or for any other reason, any payment under or in connection with this Mortgage is made or fails to be satisfied in a currency other than the currency in which such Secured Obligations were incurred (the "contractual currency"), then to the extent that the payment actually received by the Mortgagee (on actual conversion into such currency at such rate or rates of exchange on the date of payment or, if it is not practicable to make the conversion on that date, at the rate of exchange as soon afterwards as it is practicable for the Mortgagee to do so or, in the case of insolvency, at the rate of exchange on the latest date permitted by the applicable law for determination of liabilities in such insolvency) falls short of such Secured Obligations expressed in that currency, the Mortgagor shall, as an original and independent obligation under this Mortgage, fully indemnify and hold the Mortgagee harmless against the amount of shortfall.

18 Costs

The Mortgagor shall on demand pay to the Mortgagee the amount of all costs and expenses and other liabilities (including stamp duty, and legal and out of pocket expenses) which the Mortgagee incurs in connection with:

- (a) any actual or proposed amendment or waiver or consent under or in connection with this Mortgage;
- (b) any discharge or release of this Mortgage;
- (c) the preservation or exercise (or attempted preservation or exercise) of any rights under or in connection with and the enforcement (or attempted enforcement) of this Mortgage; or
- (d) dealing with or obtaining advice about any matter or question arising out of or in connection with enforcing the Mortgagee's exercise of its rights under this Mortgage.

provided that the Mortgagor and the Mortgagee shall each bear its own legal fees for the drafting, negotiation, review and execution of this Mortgage.

19 Variation and Amendment

This Mortgage shall remain in full force and effect notwithstanding any amendments or variations from time to time of the Loan Documents and no variation of this Mortgage shall be valid unless it is in writing and signed by or on behalf of each of the parties.

20 Assignment

The Mortgagor may not assign or transfer all or any part of its rights, benefits or obligations under this Mortgage to any other person without the prior written consent of the Mortgagee. Where the Mortgagor assigns or transfers its obligations or any part thereof, the Mortgagor shall execute at the Mortgagor's expense such documents as the Mortgagee may specify to release the Mortgagor to the extent of the assignment or transfer or with a view to perfecting such

assignment or transfer, or where necessary, shall execute further security documentation in favour of the assignee or transferee in like form to this Mortgage.

21 Information

The Mortgagee may from time to time seek from any other finance provider to the Mortgagor such information about the Mortgagor and the Company and its affairs as the Mortgagee may think fit. The Mortgagor directs any such third party to provide such information to the Mortgagee and agrees to provide such further authority for this purpose as the Mortgagee may from time to time require.

22 Forbearance, severability and consents

- 22.1 All rights, powers and privileges under this Mortgage shall continue in full force and effect, regardless of the Mortgagee exercising, delaying in exercising or omitting to exercise any of them.
- 22.2 No provision of this Mortgage shall be avoided or invalidated by reason only of one or more other provisions being invalid or unenforceable.
- 22.3 Save as otherwise expressly specified in this Mortgage, any consent of the Mortgagee may be given absolutely or on any terms and subject to any conditions as the Mortgagee may determine in its entire discretion.

23 Entire Agreement

This Mortgage constitutes the entire agreement and understanding of the parties and supersedes any previous agreement between the parties relating to the subject matter of this Mortgage.

24 Further Assurance

The Mortgagor shall promptly execute all documents and do all things that the Mortgagee may specify for the purpose of:

- (a) securing and perfecting its security over or title to all or any of the Mortgaged Shares; and/or
- (b) enabling the Mortgagee to vest all or part of the Mortgaged Shares in its name or in the names of its nominee(s), agent or any purchaser,

including the execution and delivery of all assignments, transfers, mortgages, charges, notices, instructions and such other documents as the Mortgagee may in its discretion think fit.

25 Notices

- 25.1 Without prejudice to any other method of service of notices and communications provided by law, a demand or notice under this Mortgage shall be in writing signed by an officer or agent of the Mortgagee or the Mortgagor, as the case may be, and may be served on the Mortgagor or the Mortgagee, as the case may be, by hand, by post, or by email.
- 25.2 Any such notice or communication shall be sent to the address or number of the relevant party as set out below (if by email, to all e-mail addresses shown):

Mortgagor:

MA XIAOQIU (馬小秋)

Address: No.37 Longhua Road, Longhua District, Haikou City, People's Republic of China

E-mail: N/A

Mortgagee:

TSANG CHUN HO ANTHONY (曾俊豪)

Address: Unit A, G/F., Court B, Tower 3, Dragons Range, 33 Lai Ping Road, Sha Tin, New Territories, Hong Kong

E-mail: anthony8668@gmail.com

- 25.3 Any such notice or communication given by the Mortgagee shall be deemed to have been received:
- (a) If delivered personally (including being sent by courier), at the time of delivery, or the following Business Day if delivered after normal business hours; and
 - (b) If posted, on the third Business Day following the day on which it was properly despatched by mail; and
 - (c) If sent by email on the Business Day that the email was sent.
- 25.4 In proving such service it shall be sufficient to prove that the envelope containing such notice was addressed to the address of the relevant party set out in Clause 25.1 (or as otherwise notified by that party hereunder) and delivered either to that address or into the custody of the postal authorities as a pre-paid recorded delivery, registered post or airmail letter, or that the email was recorded in the Mortgagee's information processing system as having been sent.
- 25.5 Any notice given to the Mortgagee shall be deemed to have been given only on actual receipt by the Mortgagee.
- 26 Miscellaneous**
- 26.1 All sums payable by the Mortgagor under this Mortgage shall be paid without any set off, counterclaim, withholding or deduction whatsoever unless required by law in which event the Mortgagor will simultaneously with making the relevant payment under this Mortgage pay to the Mortgagee such additional amount as will result in the receipt by the Mortgagee of the full amount which would otherwise have been receivable and will supply the Mortgagee promptly with evidence satisfactory to the Mortgagee that the Mortgagor has accounted to the relevant authority for the sum withheld or deducted.
- 26.2 A certificate signed (or, where reliance is being placed on it by any third party, appearing to be signed) by an officer of the Mortgagee as to the Secured Obligations for the time being due or owing from an Obligor to the Mortgagee shall be treated, in favour of the Mortgagee or any person to whom such certificate is issued, as conclusive evidence for all purposes against the Mortgagor and binding on it (save in the case of manifest error) and such certificate may be relied upon by the Mortgagee and any other such person in all circumstances without further enquiry.
- 26.3 No delay or omission on the part of the Mortgagee in exercising any right or remedy under this Mortgage shall impair that right or remedy or operate as or be taken to be a waiver of it nor shall

any single, partial or defective exercise of any such right or remedy preclude any other or further exercise under this Mortgage of that or any other right or remedy.

- 26.4 The Mortgagee's rights, powers and remedies under this Mortgage are cumulative and are not, nor are they to be construed as, exclusive of any rights, powers or remedies provided by law or otherwise and may be exercised from time to time and as often as the Mortgagee deems expedient.
- 26.5 Any waiver by the Mortgagee of any terms of this Mortgage or any consent or approval given by the Mortgagee under it shall be effective only if given in writing and then only for the purpose and upon the terms and conditions (if any) on which it is given.
- 26.6 If at any time any one or more of the provisions of this Mortgage is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction neither the legality, validity or enforceability of the remaining provisions of this Mortgage nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall be in any way affected or impaired as a result.
- 26.7 Any statement, certificate or determination of the Mortgagee as to the Secured Obligations or (without limitation) any other matter provided for in this Mortgage shall, in the absence of manifest error, be conclusive and binding on the Mortgagor.
- 26.8 **Waiver of Defences:** The Mortgagor shall be deemed to be a principal debtor and the original and independent obligor for the Secured Obligations and the Security Interest created by this Mortgage shall be deemed to be a principal security for the Secured Obligations. The Liability of the Mortgagor under this Mortgage shall not be discharged, impaired or otherwise affected by any circumstance, act, omission, matter or thing which but for this provision might operate to reduce, release, prejudice or otherwise exonerate an Obligor from its obligations under the Loan Documents in whole or in part, including without limitation and whether or not known to the Mortgagor, the Mortgagee or any other person any variation (however fundamental and whether or not involving any increase in the Liability of the Mortgagor or replacement of any Loan Documents or any other document or security so that the Mortgagor's obligations under this Mortgage remain in full force and effect and that this Mortgage shall be construed accordingly as if there were no such circumstance, act, omission, matter or thing.

27 Law and Jurisdiction

- 27.1 This Mortgage is governed by, and shall be construed in accordance with, the laws of Hong Kong.
- 27.2 The Mortgagor irrevocably agrees for the exclusive benefit of the Mortgagee that the courts of Hong Kong shall have jurisdiction to hear and determine any suit, action or proceeding and to settle any dispute which may arise out of or in connection with this Mortgage and for such purposes irrevocably submits to the jurisdiction of such courts.

28 Third Party Rights

- 28.1 Each Receiver has the right under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong), as amended, modified, re-enacted or replaced (the "Third Party Rights Law"), to enforce, in its own right, its rights pursuant to this Mortgage subject to and in accordance with the provisions of the Third Party Rights Law.

28.2 Notwithstanding any other term of this Mortgage, the consent of any person who is not a party to this Mortgage (including, without limitation, any Receiver) is not required for any amendment to, or variation, release, rescission or termination of this Mortgage.

29 Counterparts

This Mortgage may be executed in any number of counterparts and all such counterparts taken together shall be deemed to constitute one and the same instrument.

This Mortgage has been executed and delivered by the Mortgagor as a deed and signed by the Mortgagee and it shall take effect on the date stated at the beginning of this document.

The Mortgagor

SIGNED, SEALED and DELIVERED by)

MA XIAOQIU (馬小秋))

in the presence of:-)

A handwritten signature in black ink, appearing to be '馬小秋' (Ma Xiaoqiu), written in a stylized cursive script.

The Mortgagee

SIGNED, SEALED and DELIVERED by)

TSANG CHUN HO ANTHONY (曾俊豪))

in the presence of:-)

A handwritten signature in black ink, appearing to be '曾俊豪' (Tsang Chun Ho Anthony), written in a stylized cursive script.

Schedule 1

Amount or number of Initial Shares

Description of Shares

100

shares in the capital of MARS Worldwide Holdings Limited, a company limited by shares incorporated in British Virgin Islands with registration number 2106409.

Schedule 2

The Undersigned, MA XIAOQIU (馬小秋), (the "Transferor"), for value received does hereby transfer to TSANG CHUN HO ANTHONY (曾俊豪) (the "Transferee"), the 100 shares standing in its name in the undertaking called MARS Worldwide Holdings Limited to hold the same unto the Transferee.

The Transferor

Executed and delivered by
MA XIAOQIU (馬小秋)

The Transferee

Executed and delivered by)
TSANG CHUN HO ANTHONY (曾俊豪))

Schedule 3
Director's Memorandum

To: TSANG CHUN HO ANTHONY (曾俊豪)

9th June 2023

Dear Sir,

Mortgage over Shares

I confirm that we have been instructed by MA XIAOQIU (馬小秋) to make or procure CCS Trustees Limited as the administrator of MARS Worldwide Holdings Limited to make an annotation of the existence of the mortgage over shares entered into between MA XIAOQIU (馬小秋) as mortgagor and TSANG CHUN HO ANTHONY (曾俊豪) as mortgagee (the "Mortgage over Shares") noting the existence of the Security Interests (as defined in the Mortgage over Shares) created in favour of TSANG CHUN HO ANTHONY (曾俊豪), by the Mortgage over Shares in the register of members with respect to MARS Worldwide Holdings Limited (the "Company").

Yours sincerely

MA XIAOQIU (馬小秋)
Director
For and on behalf of
MARS Worldwide Holdings Limited

Schedule 4
Notice of Equitable Mortgage

To: MARS Worldwide Holdings Limited
and
CCS Trustees Limited

9th June 2023

Dear Sirs,

Mortgage over Shares

We hereby notify you that pursuant to a mortgage over shares dated 9th June 2023 between MA XIAOQIU (馬小秋) as mortgagor and TSANG CHUN HO ANTHONY (曾俊豪) as mortgagee (the "Mortgage over Shares"), MA XIAOQIU (馬小秋) has granted Security Interests (as defined in the Mortgage over Shares) over 100 shares in the capital of MARS Worldwide Holdings Limited and at any time after service of an Enforcement Notice upon the occurrence of an Event of Default (as defined in the Mortgage over Shares) has occurred you may take such steps to register TSANG CHUN HO ANTHONY (曾俊豪) or its nominee or nominees as the registered holder of the shares pursuant to the Mortgage over Shares.

Yours faithfully

MA XIAOQIU (馬小秋)

Acknowledged by:

MARS Worldwide Holdings Limited

Executed and delivered by
Duly authorised for and on behalf of
MARS Worldwide Holdings Limited

)
)
)

Name: MA XIAOQIU (馬小秋)
Director
Dated:

CCS Trustees Limited

Executed and delivered by
duly authorised for and on behalf of
CCS Trustees Limited

)
)
)
)

Name:
Director

Dated:

Schedule 5 Irrevocable Proxy

The undersigned, MA XIAOQIU (馬小秋), being the legal owner of 100 shares (the "Shares") in the capital of MARS Worldwide Holdings Limited (the "Company"), a company incorporated in British Virgin Islands, hereby makes, constitutes and appoints TSANG CHUN HO ANTHONY (曾俊豪) (the "Attorney") as the true and lawful attorney and proxy of the undersigned with full power to appoint a nominee or nominees to act hereunder from time to time and to vote the Shares represented by the Share Certificate(s) of the Company at all general meetings of shareholders or stockholders of the Company with the same force and effect as the undersigned might or could do and to requisition and convene a meeting or meetings of the shareholders of the Company for the purpose of appointing or confirming the appointment of new directors of the Company and/or such other matters as may in the opinion of the Attorney be necessary or desirable for the purpose of implementing the Mortgage referred to below and the undersigned hereby ratifies and confirms all that the said attorney or its nominee or nominees shall do or cause to be done by virtue hereof.

The Shares have been mortgaged to the Attorney pursuant to a mortgage over shares dated 9th June 2023 between MA XIAOQIU (馬小秋) as mortgagor and TSANG CHUN HO ANTHONY (曾俊豪) as mortgagee (the "Mortgage over Shares").

This power and proxy is given to secure a proprietary interest of the donee of the power or the performance of an obligation owed to the donee and is irrevocable and shall remain irrevocable as long as the Mortgage over Shares is in force.

In witness whereof this instrument has been duly executed and delivered this 9th June 2023 as a deed.

SIGNED, SEALED and DELIVERED by)
MA XIAOQIU (馬小秋))
)

Schedule 6
Written Resolutions of the Board of Directors of
MARS Worldwide Holdings Limited

WRITTEN RESOLUTION OF THE DIRECTORS DATED

Transfer of Shares

It is noted that MA XIAOQIU (馬小秋) is the legal owner of 100 shares (the "Shares") in the capital of MARS Worldwide Holdings Limited (the "Company").

It is noted that pursuant to a mortgage over shares dated 9th June 2023 between MA XIAOQIU (馬小秋) as mortgagor and TSANG CHUN HO ANTHONY (曾俊豪) as mortgagee (the "Mortgage over Shares"), MA XIAOQIU (馬小秋) has granted Security Interests (as defined in the Mortgage over Shares) over the Shares.

It is resolved that at any time after service of an Enforcement Notice (as defined in the Mortgage over Shares) upon the occurrence of an Event of Default (as defined in the Mortgage over Shares), the following transfer of shares be approved pursuant to a signed share transfer instrument:

Transferor	Transferee	Number and Class of Shares
MA XIAOQIU (馬小秋)	TSANG CHUN HO ANTHONY (曾俊豪)	100 shares in the capital of MARS Worldwide Holdings Limited

It is resolved that the Company shall instruct its corporate service provider or procure CCS Trustees Limited as the administrator to the Company to update the register of members of the Company with respect to the transfer of Shares.

Name: MA XIAOQIU (馬小秋)
Director

Schedule 7
Letter of Undertaking and Confirmation from Company

9th June 2023

TSANG CHUN HO ANTHONY (曾俊豪)

Dear Sirs,

MARS Worldwide Holdings Limited (the "Company")

We refer to the mortgage over shares dated 9th June 2023 between MA XIAOQIU (馬小秋) as mortgagor (the "Mortgagor") and TSANG CHUN HO ANTHONY (曾俊豪) as mortgagee (the "Mortgagee") (the "Mortgage over Shares") in respect of shares of MARS Worldwide Holdings Limited (the "Shares") whereby, *inter alia*, the Mortgagor granted Security Interests (as defined in the Mortgage over Shares) over the Mortgaged Shares in favour of the Mortgagee.

Capitalised words and expressions used in this letter which are not expressly defined herein have the meanings ascribed to them in the Mortgage over Shares and following words shall have the following meanings:

"Discharge Date" means the date on which the Company provides the registered office provider of the Company or the administrator to the Company with a copy of the written confirmation of release of the Security Interests (as defined in the Mortgage over Shares) over the Shares.

- 1 The Company hereby undertakes at any time following the service of an Enforcement Notice upon the occurrence of an Event of Default and until the Discharge Date, written notification of each having been received by the Company, in accordance with the articles of association of the Company, to register in the Company's register of members any and all transfers of the Mortgaged Shares to the Mortgagee (or its nominee), as submitted to the Company by the Mortgagee.
- 2 The Company hereby confirms that it has instructed its registered office service provider or administrator to make an annotation of the existence of the Mortgage over Shares and the Security Interests (as defined in the Mortgage over Shares) created thereby on the Company's register of members.

In witness whereof this instrument has been duly executed this 9th June 2023 as a deed.

EXECUTED and DELIVERED as a DEED)
by MA XIAOQIU (馬小秋))
duly authorised for and on behalf of)
MARS Worldwide Holdings Limited)

Name: MA XIAOQIU (馬小秋)
Director

Schedule 8
Form of Letter of Instructions from MARS Worldwide Holdings Limited to CCS Trustees Limited

CCS Trustees Limited
Mandar House, 3rd Floor, Johnson's Ghut,
Tortola, British Virgin Islands

9th June 2023

Dear Sirs,

MARS Worldwide Holdings Limited (the "Company"): Instructions to CCS Trustees Limited

We hereby notify you that pursuant to a mortgage (the "Mortgage") dated 9th June 2023 between MA XIAOQIU (馬小秋) as mortgagor (the "Mortgagor") and TSANG CHUN HO ANTHONY (曾俊豪) as mortgagee (the "Mortgagee") (the "Mortgage over Shares") in respect of shares of MARS Worldwide Holdings Limited (the "Shares") whereby, *inter alia*, the Mortgagor granted Security Interests (as defined in the Mortgage) over the Shares in favour of the Mortgagee.

We refer to the administration agreement dated _____ between CCS Trustees Limited and the Company (the "Agreement") and hereby agree that the Agreement shall be deemed to be amended by the following:

At any time after the Mortgagee notifies you in writing that an Enforcement Notice has been served by the Mortgagee (as defined in the Mortgage) you are hereby authorised and entitled to rely upon the instructions of the Mortgagee to register the Mortgagee or its nominee (as the Mortgagee may direct) as the registered holder of the Shares pursuant to the Mortgage and to otherwise comply with any directions or instructions from the Mortgagee in relation thereto. Such authorisation and entitlement to rely upon the instructions of the Mortgagee shall terminate upon the discharge and release of the Mortgage over Shares and notification of the same to you in writing by the Mortgagee.

We instruct you to make an annotation of the existence of the Mortgage over Shares and the Security Interests (as defined in the Mortgage) created thereby in the Company's register of members. Such annotation shall only be removed following a release of Security Interests (as defined in the Mortgage) created by the Mortgage and notification of the same to you in writing by the Mortgagee.

Please confirm by countersigning below that you agree to such amendment of the Agreement.

Yours faithfully

Authorised Signatory for and on behalf of the Company

Acknowledged and agreed.

Authorised Signatory for and on behalf of CCS Trustees Limited