

Date: 4 September 2025
日期：2025 年 9 月 4 日

MA XIAOQIU
马小秋
(as Vendor)
(作为卖方)

TSANG CHUN HO ANTHONY
子辰
(as Guarantor)
(作为担保人)

- AND -
- 和 -

ZEPHYRUS CAPITAL LIMITED
(as Purchaser)
(作为买方)

SALE AND PURCHASE AGREEMENT
relating to the entire issued share capital of
Mars Worldwide Holdings Limited
股份买卖协议
关于 Mars Worldwide Holdings Limited
全部已发行股本的买卖

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THIS AGREEMENT is made on the 4th day of September 2025

本协议 于 2025 年 9 月 4 日 签订

BETWEEN:

各方：

- (1) **Ma Xiaoqiu**, holder of People's Republic of China Identity Card No. 510122196007264529, having address at No. 37 Longhua Road, Longhua District, Haikou City, People's Republic of China (the "**Vendor**");
马小秋，中华人民共和国身份证号510122196007264529号持有人，地址为中华人民共和国海口市龙华区龙华路37号（「**卖方**」）；
- (2) **Tsang Chun Ho Anthony**, holder of Hong Kong Identity Card No. Z363443(5), having address at Unit A, G/F. Count B, Tower 3, Dragons Range, 33 Lai Ping Road, Shatin, N.T., Hong Kong (the "**Guarantor**");
子辰，香港身份证号码Z363443(5)持有人，地址为香港新界沙田丽坪路33号玫瑰山月珑阁第3座地下A室（「**担保人**」）；

(the Vendor and the Guarantor are collectively referred to as the "**Warrantors**")
（卖方和担保人统称为 "**保证人**"）

-and-

-和-

- (3) **Zephyrus Capital Limited**, a company incorporated in Hong Kong with limited liability (company number: 78101777), whose registered office is at Unit 60, 3/F, Yau Lee Centre, No. 45 Hoi Yuen Road, Kwun Tong, Hong Kong (the "**Purchaser**");
Zephyrus Capital Limited，一家在香港注册成立的有限公司（公司编号：78101777），其注册办事处位于香港观塘开源道45号有利中心3楼60室（「**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) Mars Worldwide Holdings Limited is a company incorporated in the British Virgin Islands with limited liability (registration number: 2106409), having its registered office at CCS Trustees Limited, Mandarin House, 3rd Floor, Johnson's Ghut, Tortola, British Virgin Islands (the "**Target Company**"). Further particulars of the Target Company are set out in Schedule 1.
Mars Worldwide Holdings Limited 是一家在英属维尔京群岛注册成立的有

限责任公司（注册号：2106409），注册办事处位于 CCS Trustees Limited, Mandar House, 3rd Floor, Johnson's Ghut, Tortola, British Virgin Islands（「目标公司」）。目标公司的进一步详情载于附表1。

- (B) Carry Wealth Holdings Limited (stock code: 00643.HK) (the “Listco”) is an exempted company incorporated in Bermuda with limited liability whose shares are listed on Main Board of the Stock Exchange (as defined below). Further particulars of the Listco and its subsidiaries are set out in Schedule 2 and Schedule 3, respectively. 恒富控股有限公司（股份代号：00643.HK）（「上市公司」）是一家于百慕达注册成立的获豁免有限公司，其股份于联交所主板上市（定义见下文）。上市公司及其附属公司的进一步详情分别载于附表2及附表3。
- (C) As at the date of this Agreement and before Completion, the Vendor is the legal and beneficial owner of 100 issued shares of the Target Company, representing the entire issued share capital of the Target Company, which are to be sold by the Vendor to the Purchaser subject to the terms and conditions hereinafter set out (the “Sale Shares”).
于本协议日期及完成前，卖方为目标公司已发行的100股股份的法定及实益拥有人，该等股份占目标公司全部已发行股本，卖方将根据本协议条款所载条款和条件向买方出售该等股份（「出售股份」）。
- (D) As at the date of this Agreement, the Target Company is the legal and beneficial owner of 411,293,396 issued shares of the Listco, representing approximately 45.7% of the issued share capital of the Listco as at the date of this Agreement. Save this, the Company has and had at all material times no other material assets and/or business.
于本协议日期，目标公司为上市公司411,293,396股已发行股份的法定及实益拥有人，占上市公司于本协议日期已发行股本约45.7%。除此以外，该公司在任何重要时间均没有其他重大资产及/或业务。
- (E) The Vendor and the Guarantor entered into an equitable mortgage over shares dated 9 June 2023 (the “Share Mortgage”), pursuant to which the Vendor charged, among others, the Sale Shares in favour of the Guarantor as continuing security for the payment and performance of the obligations of the Vendor under a loan agreement dated 9 June 2023 entered into between the Vendor as borrower and the Guarantor as lender (the “Loan Agreement”).
卖方与担保人于2023年6月9日订立关于股份的衡平抵押协议（「股份抵押」），据此卖方将包括出售股份在内的股份抵押予担保人，作为对卖方根据2023年6月9日由卖方作为借款人、担保人作为贷款人签订的贷款协议（「贷款协议」）项下向担保人履行还款义务的持续担保。
- (F) Under the terms and conditions of the Share Mortgage, the Vendor irrevocably appointed the Guarantor (and any receiver) as her attorney with authority to, among others, effect the sale and transfer of the Sale Shares upon the occurrence of an event of default under the Loan Agreement.

根据股份抵押的条款及条件，卖方不可撤销地委任担保人（及任何接管人）为其代理人，并有权在贷款协议项下发生违约事件时，包括但不限于，出售及转让出售股份。

- (G) An event of default has occurred and is continuing under the Loan Agreement, and the Guarantor has elected to enforce his rights under the Share Mortgage, including the right to sell the Sale Shares. On 27 August 2025, the Guarantor served an enforcement notice on the Vendor for the enforcement of his rights under the Share Mortgage.

贷款协议项下已发生并持续存在违约事件，行使其在股份抵押协议项下的权利，包括出售出售股份的权利。于2025年8月27日，担保人向卖方送达强制执行通知书，以执行其在股份抵押协议项下的权利。

- (H) Accordingly, the Guarantor is executing this Agreement on behalf of the Vendor, in his capacity as attorney of the Vendor under powers contained in the Share Mortgage, in connection with the sale of the Sale Shares to the Purchaser.

因此，担保人根据股份抵押中赋予的权力，以卖方代理人的身份代表卖方签署本协议，以促成出售出售股份给买方的交易。

- (I) In consideration of the Purchaser agreeing to purchase the Sale Shares pursuant to the terms of this Agreement, the Guarantor has agreed to unconditionally guarantee the performance of all the obligations of the Vendor hereunder.

鉴于买方同意根据本协议条款购买出售股份，担保人同意无条件担保卖方在本协议项下的所有义务的履行。

- (J) Upon the Completion, the Target Company will be entirely owned and controlled by the Purchaser.

完成后，目标公司将完全由买方拥有和控制。

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”	means the Audited Accounts and the
“帐户”	Unaudited Accounts;
	指经审计账目和未经审计账目；

“Acting in Concert” “协同行动”	<p>has the meaning ascribed to it under the Takeovers Code;</p> <p>具有《收购守则》所赋予的涵义；</p>
“Agreement” “协议”	<p>means this Agreement as amended from time to time in accordance with <u>Clause 19.2</u>;</p> <p>指本协议及根据 <u>第19.2条</u> 不时修订的版本；</p>
“Annual Report” “年报”	<p>means 2024 annual report of the Listco published on 25 April 2025 which contained the Audited Accounts;</p> <p>指上市公司于2025年4月25日刊发的2024年年报，其中载有经审核账目；</p>
“Assets” “资产”	<p>means all the assets, properties and rights (including interests on any debts, mortgages or charges) of each Target Group Company;</p> <p>指目标集团公司的所有资产、财产和权利（包括任何债务、抵押或押记的权益）；</p>
“Audited Accounts” “经审计账目”	<p>means the audited consolidated financial statements of the Listco as at the Audited Accounts Date contained in the Annual Report, including the notes to the audited consolidated financial statements and the independent auditors’ report;</p> <p>指上市公司截至经审计账目日的经审计合并财务报表，包含在年报中的经审计合并财务报表附注及独立核数师报告；</p>
“Audited Accounts Date” “经审计账目日”	<p>means 31 December 2024;</p> <p>指2024年12月31日；</p>
“Businesses” “业务”	<p>means the businesses, operations and affairs as are presently being conducted by and/or prior to Completion will be conducted by each Target Group Company;</p> <p>指各目标集团公司目前及完成前所进行的业务、运营及事务；</p>
“Business Day”	<p>means a day (other than Saturday or Sunday and days on which a tropical cyclone warning</p>

<p>“工作日”</p>	<p>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）；</p>
<p>“Companies Ordinance” “《公司条例》”</p>	<p>means the Companies Ordinance (Chapter 622 of the Laws of Hong Kong); 指《公司条例》（香港法例第622章）；</p>
<p>“Completion” “完成”</p>	<p>means completion of the sale and purchase of the Sale Shares pursuant to <u>Clause 5</u>; 指根据<u>第5条</u>项下完成出售股份的买卖；</p>
<p>“Completion Date” “完成日”</p>	<p>means the date on which Completion takes place, which shall be the date falling on the first Business Day after fulfilment or waiver (as applicable) of the conditions precedent set out in <u>Clause 4</u> (or such other date as the Parties may agree); 指完成日期，即<u>第4条</u>项下先决条件满足或被豁免（如适用）后的第一个工作日（或各方同意的其他日期）；</p>
<p>“Composite Document” “综合文件”</p>	<p>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；</p>
<p>“Consideration” “对价”</p>	<p>means the consideration payable by the Purchaser to the Vendor (or her nominee(s)) for the acquisition of the Sale Shares as set out in <u>Clause 3</u>; 指买方就收购出售股份而应付给卖方（或</p>

其指定人) 的代价，详情见第3条；

“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 Vendor, the Guarantor, the Target Company 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 Vendor and/or the Guarantor (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 any of the Purchaser, as and when applicable;

指本协议及账目中披露及/或包含的所有文件及信息，卖方、担保人、目标公司及/或集团向买方（及其代表及专业顾问）以书面或其他方式提供的所有文件及信息，买方向卖方及/或担保人（及其代表及专业顾问）以书面或其他方式提供的所有文件及信息，以及公众或公开可获取或买方已知的任何文件及信息；

“Encumbrance”
“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”
“执行人员”

has the meaning ascribed to it under the Takeovers Code;

	具有《收购守则》所赋予的涵义；
“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 Target Company and/or any Target 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、目标公司和/或任何目标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; 指香港联合交易所有限公司证券上市规则；
“Loan Agreement” “贷款协议”	has the meaning ascribed to it in the Recital; 具有在序言部分中赋予它的含义；
“Long Stop Date” “最后截止日”	means 30 September 2025 or such later date as the Parties may agree in writing; 指2025年9月30日或双方可能以书面形式约定的较晚日期；
“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

	<p>on the financial conditions, management, business or properties, operation results, legal or financial structure, business prospect or assets or liabilities of any Target Group Company or the Vendor;</p> <p>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目标集团公司或卖方的财务状况、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；</p>
<p>“Offer” “要约”</p>	<p>means the mandatory conditional cash offer to be made by the financial adviser of the Purchaser (subject to Completion) for the Offer Shares in accordance with the Takeovers Code;</p> <p>指买方的财务顾问（以完成为条件）根据《收购守则》就要约股份作出的强制性有条件现金要约；</p>
<p>“Offer Shares” “要约股份”</p>	<p>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);</p> <p>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）；</p>
<p>“Promissory Notes” “本票”</p>	<p>means two promissory notes in the principal amounts of HK\$20,000,000 and HK\$29,000,000, respectively, to be issued by the Purchaser in favour of the Vendor (or her nominee(s)), substantially in the forms set out in <u>Schedule 6</u>;</p> <p>指买方以卖方（或其指定人）为受益人签发的两张承兑票据，票面金额分别为港币20,000,000元及29,000,000元，其格式基本如附表6所示；</p>
<p>“Sale Shares” “出售股份”</p>	<p>has the meaning ascribed to it in the Recital;</p> <p>具有在序言部分中赋予它的含义；</p>
<p>“SFC”</p>	<p>means the Securities and Futures Commission</p>

“证监会”	in Hong Kong; 指香港证券及期货事务监察委员会；
“Share Charge” “股份押记”	the deed of share charge to be executed by the Purchaser to create a first fixed charge over the Sale Shares in favour of the Vendor (or her nominee(s)) to secure the Purchaser’s obligations and liabilities under the Promissory Notes; 指买方签署的股份押记契据，以卖方（或其指定人）为受益人设立出售股份的第一固定押记，作为买方在本票项下义务及责任的担保；
“Share Mortgage” “股票抵押贷款”	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” “证券交易所”	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 <u>Clauses 1, 10, 14, 16 and 19</u> ; 指第1、10、14、16及19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》；
“Target Company” “目标公司”	has the meaning ascribed to it in the Recital; 具有在序言部分中赋予它的含义；
“Target Group” “目标集团”	means the Target Company, and the Listco and its subsidiaries and “ Target Group Company(ies) ” shall mean any of them; 指目标公司、上市公司及其附属公司，「 目标集团公司 」是指其中任何一个；
“Taxes” “税”	means (1) all forms of taxes imposed and levied by any taxing authority in Hong Kong or any other part of the world and include profits tax, provisional profits tax, interest tax, salaries tax, property tax, income tax, corporation tax, advance corporation tax,

national insurance and social insurance premium, capital gain tax, inheritance tax, capital transfer tax, land development tax, tariff and import duties, goods and services tax, ad valorem tax, estate tax, capital tax, stamp duty, payroll tax and other similar liabilities or contributions and other taxes, charges, levies, customs, compulsory pension contributions, or deductions similar to, replaced by or replacing any of them; and (2) all costs, interests, fines and penalty attached to or in respect of the taxes under (1) above; and “Tax” shall be construed accordingly;

指 (1) 由香港或世界任何其他地区的任何税务机关征收的所有形式的税项, 包括利得税、暂缴利得税、利息税、薪俸税、物业税、所得税、法团税、预缴企业税、国民保险和社会保险费、资本利得税、遗产税、资本转让税、土地开发税、关税和进口税、商品和服务税、从价税、遗产税、资本税、印花税、工资税和其他类似的负债或缴款以及其他税费、收费、征税、关税、强制性养老金缴款或类似的扣除、或被上述任何一项取代的扣除; 及 (2) 与上述第(1)项项下税款有关的所有费用、利息及罚款;

“Transition Period”
“过渡期”

has the meaning ascribed to it in Clause 8.1;
具有在第8.1条中赋予它的含义;

“Unaudited Accounts”
“未经审计账目”

means the unaudited consolidated financial results of the Listco as at the Unaudited Accounts Date contained in its announcement of interim results for the six months ended 30 June 2025 published on 28 August 2025;
指刊载于2025年8月28日发布的截至2025年6月30日止六个月期间的中期业绩公告中所载的上市公司于未经审计账目日的未经审核合并财务业绩;

“Unaudited Accounts Date”
“未经审计账目日”

means 30 June 2025;
指2025年6月30日;

“Warranties”
“保证”

means representations, warranties and undertakings given by the Warrantors to the Purchaser as set out in Clauses 7 and 8 and Schedule 4 hereof, or any of them.

指保证人向买方作出的陈述、保证及承诺，载于第7及8条和附表4或其中任何一项。

- 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 of the “Vendor”, the “Guarantor”, and the “Purchaser”, shall, where the context permits, include their respective successors and personal representatives and permitted assigns.

“卖方”、“担保人”和“买方”的表述，在文意允许的情况下应包括其各自的继承人、个人代表及允许的受让人。

- 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 Vendor as legal and beneficial owner, through the exercise of powers conferred to the Guarantor under the Share Mortgage, shall sell, and the Purchaser shall purchase the Sale Shares free from all Encumbrances and together with all rights and entitlements which the Vendor has in the Sale Shares respectively as at the Completion Date

(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，卖方作为合法及实益拥有人，通过担保人在股份抵押项下的授权，应出售出售股份，而买方应购买出售股份，该等股份应无任何产权负担，连同卖方于完成日分别拥有的出售股份的所有权利及应得（包括但不限于任何分派、股息、股票期权、认股权证、红利和供股）附加或应计。

- 2.2 The Purchaser shall not be obligated to purchase any of the Sale Shares unless the sale and purchase of all of the Sale Shares are completed simultaneously.
除非所有出售股份的买卖同时完成，否则买方没有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\$54,000,000.

出售及购买出售股份之对价总额为港币54,000,000元。

- 3.2 The Consideration shall be settled in the following manner:
对价应按以下方式结算：

- (a) a sum of HK\$5,000,000, being part payment of the Consideration, shall be or shall have been paid by the Purchaser to the Vendor (or her nominee(s)) upon Completion; and

买方须或应已于完成支付一笔港币5,000,000元，作为对价的部分付款；及

- (b) the remaining balance of the Consideration in the amount of HK\$49,000,000 shall be settled by the delivery of the Promissory Notes on Completion.

对价的余额为港币49,000,000元，应于完成时交付本票时结清。

4. CONDITIONS PRECEDENT 先决条件

- 4.1 Completion shall be subject to and conditional upon the following conditions being satisfied unless specifically waived by the Purchaser in writing in accordance with Clause 4.3:

除非买方根据第 4.3 条以书面形式明确豁免，否则完成应以满足以下条件：

- (a) [Intentionally deleted.]
[故意删除。]

- (b) the Listco's Shares remaining listed and traded on the Stock Exchange, and no notification or indication being received from the Stock Exchange or the SFC prior to Completion that the listing and/or trading of the Listco's

Shares on the Stock Exchange will or may be, for whatever reason, withdrawn or suspended (excluding any suspension for the purpose of obtaining clearance from the SFC or the Stock Exchange for the joint announcement relating to the transfer of the Sale Shares hereunder and other announcements relating to, among other things, the transactions contemplated hereunder);

上市公司股份仍在联交所上市及买卖，且在完成交易前并未收到联交所或证监会发出关于上市公司股份可能或将被撤销或暂停上市及/或交易的任何通知或指示（不包括为取得证监会或联交所批准而就有关联交所的联合公告、转让本协议项下出售股份以及与本协议项下预期交易等相关的其他公告而暂停的股份交易）；

- (c) all other necessary waivers, consents and approvals (if required) from the relevant governmental or regulatory authorities or any other third parties required for this Agreement and the transactions contemplated hereunder being obtained; and

本协议及交易项下所需的所有豁免、同意及批准（如需要）已从相关政府或监管机构或任何其他第三方获得；和

- (d) the Warranties remaining true, accurate and not misleading in any respect.
保证在任何方面保持真实、准确且不具有误导性

- 4.2 The Vendor shall use her best endeavours to procure the fulfilment of all conditions set out in Clause 4.1.

卖方应尽其最大努力促使第4.1条所载全部条件的达成。

- 4.3 Save as the conditions in Clauses 4.1(c), the Purchaser may at any time waive in whole or in part and conditionally or unconditionally any of the conditions by notice in writing to the Vendor. The Vendor has no right to waive any of the conditions in Clause 4.1.

除第4.1(c)条的条件外，买方可随时以书面通知卖方，豁免全部或部分有条件或无条件的任何条件。卖方无权豁免第4.1条的任何条件。

- 4.4 If any of the conditions set out in Clause 4.1 is not satisfied, or where applicable, waived, at or before 5:00 p.m. on the Long Stop Date, this Agreement shall cease and determine (save and except the Surviving Clauses which shall continue to have full force and effect), and neither Party shall have any further obligations and liabilities hereunder and neither Party shall take any action to claim for damages or to enforce specific performance or any other rights and remedies save for any rights accrued to any Parties in respect of any antecedent breaches of the terms hereof.

如第4.1条所列的任何条件未在最后截止日期当日下午5时或之前获得满足，或在适用情况下未被豁免，则本协议应终止并失效（存续条款除外，该条款应继续具有完全效力），并且任何一方均不承担本协议项下的任何进一步义务和责任，任何一方均不得采取任何行动来索赔损害赔偿或强制执行特定履

行或任何其他权利和补救措施，但任何一方因任何先前违反本协议条款而产生的任何权利除外。

- 4.5 Subject to the provisions of the Listing Rules, the Takeover Codes and the requirements of the Stock Exchange and/or the SFC, the Vendor agrees that any of her submissions, documents, letters and correspondence to the Stock Exchange or the SFC in connection with the transactions contemplated by this Agreement and the Offer shall be provided to the Purchaser or its advisors.

卖方同意，根据《上市规则》、《收购守则》及联交所或证监会的要求，其就本协议及要约交易向联交所或证监会提交的任何文件、信函及往来函件应提供给买方或其顾问。

5. COMPLETION 完成

- 5.1 Subject to the fulfilment of the conditions or the waiver thereof by the Purchaser under Clause 4.1, Completion 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 acts and requirements set out in this Clause 5 shall be complied with.

在第4.1条所列条件获得满足或由买方予以豁免后，完成须于完成日在买方的律师办事处（或卖方与买方另行约定的其他地点）进行，届时应履行本第5条所载的所有行为及要求。

- 5.2 The following matters (and not part of them) shall be consummated concurrently on Completion:

下列事项（非其中一部分）应于完成时同时完成：

- (A) The Vendor shall deliver or cause to be delivered to the Purchaser:

卖方应向买方交付或安排交付以下文件：

- (1) transfer documents of the Sale Shares duly signed by the Vendor to the Purchaser (or its nominee) as legal and beneficial owner;
卖方签署的出售股份转让文件，将股份转让给买方（或其指定人）作为法定及实益拥有人；
- (2) evidence of the full discharge and/or release of the Share Mortgage, with effect from Completion, in a form and substance satisfactory to the Purchaser;
关于股份抵押自交割起完全解除及/或释放的证明文件，且该证明文件的形式和内容须令买方满意；
- (3) [Intentionally deleted;]
[故意删除；]

- (4) [Intentionally deleted;]
[故意删除;];
- (5) such other documents as may be required to give to the Purchaser a good and effective title to the Sale Shares and to enable the Purchaser or its nominees to become the registered holders thereof;
and
使买方获得出售股份良好及有效所有权所需的其他文件; 和
- (6) any other documents that the Purchaser may reasonably request to give effect to the transfer of the Sale Shares and complete the handover of the Target Company;
买方为实施出售股份转让及完成目标公司的移交而合理要求的任何其他文件;

(B) The Vendor shall also procure the followings:
卖方亦应促成以下事项:

- (1) the registration of the Sale Shares and the Purchaser as the registered holder of the Sale Shares in the register of members of the Target Company;
在目标公司股东名册中登记出售股份及买方为出售股份的注册持有人;
- (2) the cancellation of the share certificate(s) held in the Vendor's name in relation to the Sale Shares and issue new share certificate(s) of the Sale Shares to the Purchaser;
注销卖方名下的出售股份证书, 并向买方签发新的出售股份证书;
- (3) (if required by the Purchaser) cause such persons as the Purchaser may nominate to be validly appointed (by procuring the necessary board resolutions to be duly passed by the Completion Date approving the same) as directors of the Listco, subject to their being acceptable to the Stock Exchange, with effect from the earliest time permitted under (or pursuant to any dispensation from) the Takeovers Code or by the SFC, and as directors of the other members of the Group with effect from the Completion Date; and
(如买方要求) 促使买方提名的人士(透过促使必要的董事会决议案在批准该决议的完成日前正式通过)为上市公司董事, 惟该等人士须获联交所接纳, 并由《收购守则》或证监会准许的最早时间起生效, 及自完成日起担任本集团其他成员的董事;
和

- (4) [Intentionally deleted;]
[故意删除;]
- (5) the Target Company to cooperate with all reasonable requests from the Purchaser (including its professional advisers) to comply with the relevant laws and regulations, including the applicable Laws.
目标公司配合买方（包括其专业顾问）的所有合理要求，以遵守相关法律法规，包括适用法律。

(C) The Purchaser shall deliver or cause to be delivered to the Vendor:
买方应向卖方交付或安排交付：

- (1) a copy, certified as true and complete by the sole director of the Purchaser, of resolutions of the sole director of the Purchaser approving this Agreement, the Promissory Notes, the Share Charge and the transactions contemplated under this Agreement, and authorising the sole director of the Purchaser to execute the same (with seal, where appropriate) for and on its behalf;
买方唯一董事批准本协议、本票、股份押记和本协议项下拟进行的交易的决议副本，并授权买方的唯一董事代表其签署该决议（如适用，加盖盖章）；
- (2) a cheque or cheques drawn on or a banker's draft or drafts issued by a licensed bank in Hong Kong in immediately available funds for an amount equal to the part of the Consideration as referred to in Clause 3.2(a) and made payable to the Vendor or her nominee or evidence that the electronic wire transfer of an amount equal to the part of the Consideration as referred to in Clause 3.2(a) had been remitted to the bank account designated by the Vendor; and
由香港持牌银行以即时动用资金开出的支票或银行汇票，金额相等于第3.2（a）条所提述的代价部分，并支付给卖方或其代名人，或证明该电子电汇金额相等于第3.2（a）条所提述的代价部分的证据已汇入卖方指定的银行账户；和
- (3) the Promissory Notes and the Share Charge duly executed by it together with the security documents contemplated thereunder.
本票及其正式签署的股份押记，以及据此拟定的担保单据。

5.3 In the event that the Vendor or the Purchaser shall fail to do anything required to be done by them under Clauses 5.2, without prejudice to any other right or remedy available to the Vendor or the Purchaser (as the case may be), the non-defaulting Vendor or the Purchaser (as the case may be) may:
若卖方或买方未能履行第5.2条义务，但在不影响卖方或买方（视情况而定）可获得的任何其他权利或补救措施的情况下，非违约卖方或买方（视情况而

定) 可以：

- (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。

6. **OFFER 要約**

- 6.1 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。
- 6.2 The Purchaser and the Vendor 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 applicable 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》、适用法律或联交所、证监会及/或执行人员规定的其他规定的综合文件。

7. REPRESENTATIONS, WARRANTIES, UNDERTAKINGS AND INDEMNITIES 陈述、保证、承诺和弥偿

7.1 Warranties of the Vendor 卖方的保证

The Vendor irrevocably warrants that:

卖方不可撤销地保证：

- (a) The execution of this Agreement by the Vendor, the exercise of her rights hereunder and performance of her obligations under this Agreement will not result in a breach of any law or decree applicable to the Vendor, or any documents, deeds or agreements to which the Vendor is a party or by which the Vendor or her 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；
- (b) This Agreement will constitute a valid, binding and enforceable document against the Vendor. All representations made by the Vendor (whether in the capacity of a Warrantor or the Vendor) in this Agreement are in all material respects true, accurate and complete;
本协议将构成对卖方的有效、具有约束力和可执行的文件。卖方（不论以保证人或卖方身份）在本协议中作出的所有陈述均在所有重大方面真实、准确及完整；
- (c) Save for the Share Mortgage, the Vendor has not provided any form of guarantee or create any form of third-party interests or Encumbrances in favour of a third party over the Sale Shares, and the Vendor also warrants that the Sale Shares are free from any third-party rights or interests or Encumbrances (including the Share Mortgage) at Completion;
除股份抵押外，卖方并无就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（包括股份抵押）；
- (d) 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 Vendor, 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 Vendor;
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；

- (e) The sale of the 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出售股份不受任何优先购买权或类似权利的约束；
- (f) Save for the Share Mortgage, the Vendor has not entered into any agreements or concluded any arrangement with respect to the Sale Shares with any other third party;
除股份抵押外，卖方并无与任何其他第三方就出售股份订立任何协议或订立任何安排；
- (g) The Vendor has disclosed to the Purchaser all the material facts or circumstances relating to the Sale Shares in this Agreement, and no facts provided in this Agreement are in a material respect untrue, inaccurate or misleading as a consequence of failure of such disclosure; and
卖方已向买方披露本协议中与出售股份有关的所有重要事实或情况，而本协议所提供的事实在重大方面并不因未有披露而不真实、不准确或具误导性；和
- (h) Subject to the applicable Laws and confidentiality obligation, the Vendor shall as soon as practicable notify the Purchaser upon the occurrence of any circumstance which reasonably comes to the attention of the Vendor prior to Completion and results in the representations and warranties given by the Vendor in this Agreement being untrue and inaccurate in a material respect.
在遵守适用法律和保密义务的前提下，如果在完成前发生任何卖方注意到的情况，导致卖方在本协议中作出的陈述和保证在重大方面不真实和不准确，卖方应在切实可行的情况下尽快通知买方。

7.2 Warranties of the Guarantor 担保人的保证

- (a) The execution of this Agreement by the Guarantor, the exercise of his rights hereunder and performance of his obligations under this Agreement will not result in a breach of any law or decree applicable to the Guarantor, or any documents, deeds or agreements to which the Guarantor is a party or by which the Guarantor or his assets are bound; and
担保人签署本协议、行使本协议项下的权利以及履行本协议项下的义务，不会导致违反适用于担保人的任何法律或法令，或违反担保人作为一方或担保人或其资产受其约束的任何文件、契约或协议；和
- (b) This Agreement will constitute a valid, binding and enforceable document against the Guarantor. All representations made by the Guarantor (whether

in the capacity of a Warrantor or the Guarantor) in this Agreement are in all material respects true, accurate and complete.

本协议将构成对担保人的有效、约束和可执行的文件。担保人（无论是以保证人还是担保人的身份）在本协议中做出的所有陈述在所有重要方面均真实、准确和完整。

7.3 Warranties of the Warrantors 保证人的保证

The Warrantors hereby jointly and severally, unconditionally and irrevocably represent and warrant to the Purchaser pursuant to the terms of Clause 7 and Schedule 4 hereof:

保证人特此根据本协议第7条和附表4的条款，共同、单独、无条件且不可撤销地向买方陈述和保证：

- (a) Each of the Warranties are true, accurate and complete, and are given truthfully in all material respects on the date hereof and on the Completion Date;
所有保证在签署日及完成日均在任何重大方面真实、准确及完整；
- (b) Subject to the applicable Laws and confidentiality obligation, save as Disclosed, the Warrantors shall immediately disclose to the Purchaser in writing if the Warrantors become aware of any circumstance occurring prior to Completion which is or is likely to result in a breach of any Warranty or result in any Warranty being misleading, inaccurate, incomplete in any material respect (or which would, with lapse of time, constitute a breach of any Warranty or result in any Warranty being misleading, inaccurate, incomplete in any material respect), or that any Material Adverse Change has occurred or is likely to happen;
在遵守适用法律和保密义务的前提下，除已披露外，如果保证人知悉在完成前发生的任何情况，而该等情况已经或可能导致违反任何保证或导致任何保证在任何重大方面具有误导性、不准确或不完整（或随着时间的推移，将构成违反任何保证或导致任何保证在任何重大方面具有误导性、不准确或不完整），或已经发生或可能发生任何重大不利变化，则保证人应立即以书面形式向买方披露；
- (c) Each of the Warrantors acknowledges that the Purchaser has entered into this Agreement in reliance on, among other things, the Warranties being true and complete in all material respects and on the indemnities to be given in this Agreement and that the Purchaser shall be entitled to treat the Warranties as conditions of this Agreement;
每位保证人承认，买方依据（其中包括）保证在各重大方面真实完整以及本协议中提供的赔偿而订立本协议，且买方有权将保证视为本协议的条件；

- (d) The Warrantors shall indemnify, defend and hold harmless the Purchaser from and against all losses which may be suffered or incurred by the Purchaser and the Target Company as a consequence of or which would not have arisen but for (a) any breach or material inaccuracy of any Warranties made by the Warrantors in this Agreement or other documents; (b) any failure by the Vendor to perform any of her obligations in this Agreement and other documents; and

保证人应赔偿、辩护并使买方免受因以下原因导致买方和目标公司可能遭受或招致的所有损失：（a）保证人在本协议或其他文件中做出的任何保证的任何违反或重大不准确；（b）卖方未能履行其在本协议和其他文件中的任何义务；和

- (e) The rights and remedies of the Purchaser in respect of the 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 Target Company or any information relating thereto of which the Purchaser has knowledge, actual or constructive.

买方就保证所享有的权利和补救措施不会因完成或买方或代表买方对目标公司的事务或买方所知悉的任何相关信息（实际或推定）进行的任何查询、尽职调查或调查而受到任何损害或影响。

7.4 Separate Warranty 单独保证

Each of the 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 Warranties) and is not limited by reference to or inference from any other Warranty or any other terms of this Agreement (except expressly provided herein).

每项保证均应被视为分开和独立的（其目的是授予买方对违反任何保证的行为提出单独索赔和追偿的权利），并且不受任何其他保证或本协议任何其他条款的引用或推断的限制（除非本协议明确规定）。

7.5 [Intentionally Deleted] [故意删除]

7.6 Warranties of the Purchaser 买方的保证

The Purchaser irrevocably represents, warrants and undertakes to the Vendor as follows:

买方不可撤销地向卖方陈述、保证及承诺如下：

- (a) Saved as Disclosed, the Purchaser's warranties set out in Schedule 5 are true and accurate in all material respects on the execution of this Agreement and as at Completion, and shall continue to have full force and effect notwithstanding Completion; and

除已披露外，附表5中规定的买方保证在本协议执行和完成时的所有重大方面均真实准确，并且尽管完成，仍应继续具有完全效力；和

- (b) The Purchaser acknowledges that the Warrantors in entering into this Agreement are relying on the Purchaser's warranties set out herein.
买方承认，保证人在签订本协议时依赖于本协议中规定的买方保证。

7.7 Indemnities of the Guarantor 担保人的赔偿

- (a) In consideration of the Purchaser entering into this Agreement, the Guarantor hereby unconditionally and irrevocably guarantee to the Purchaser the due and punctual performance and observance by the Vendor of all her obligations, commitments, undertakings, warranties, indemnities and covenants under or pursuant to this Agreement and agree to indemnify the Purchaser against all losses, damages, costs and expenses (including legal costs and expenses) which the Purchaser may reasonably incur or suffer through or arising from any breach by the Vendor of such obligations, commitments, warranties, undertakings, indemnities or covenants in material aspects on or before the Completion Date. The liability of the Guarantor as aforesaid shall not be released or diminished by any arrangements or alterations of terms (whether of this Agreement or otherwise) or any forbearance, neglect or delay in seeking performance of the obligations hereby imposed or any granting of time for such performance;

鉴于买方签订本协议，担保人特此无条件且不可撤销地向买方保证卖方按时履行和遵守其在本协议项下或根据本协议的所有义务、承诺、保证、赔偿和契约，并同意赔偿买方因卖方在完成日或之前在重大方面违反该等义务、承诺、保证、赔偿或契约而合理招致或蒙受的损害、成本及开支（包括法律费用及开支）。担保人的上述责任不应因条款的任何安排或变更（无论是本协议还是其他条款）或任何宽容、疏忽或延迟寻求履行本协议规定的义务或给予此类履行时间而免除或减少；

- (b) [Intentionally Deleted]; [故意删除];
- (c) If and whenever the Vendor defaults for any reason whatsoever in the performance of any obligation or liability undertaken or expressed to be undertaken by her under or pursuant to this Agreement in material aspects on or before the Completion Date, the Guarantor shall forthwith upon demand unconditionally perform (or procure performance of) and satisfy (or procure the satisfaction of) the obligation or liability in regard to which such default has been made in the manner prescribed by this Agreement (as the case may be) so that the same benefits shall be conferred on the Purchaser as if it would have received if such obligation or liability had been duly performed and satisfied by the Vendor or any of them (as the case may be). The Guarantor hereby waives any rights which he may have to require

the Purchaser to proceed first against or claim payment from the Vendor to the intent that as between the Purchaser and the Guarantor the latter shall be liable as principal debtor as if he had entered into all undertakings, agreements and other obligations jointly and severally with the Vendor;

如卖方因任何原因在完成日或之前在重大方面未能履行其根据本协议所承担或表示将承担的任何义务或责任，担保人应在收到要求后立即无条件履行（或促使履行）并满足（或促使满足）该项义务或责任，方式应符合本协议的规定（视情况而定），以使买方获得与该项义务或责任由卖方或其任何一方（视情况而定）妥善履行和满足时相同的利益。担保人特此放弃其可能享有的要求买方先向卖方追索或索赔的任何权利，其意图在于，在买方与担保人之间，担保人应作为主债务人承担责任，犹如其已与卖方共同并分别承担所有承诺、协议及其他义务；

；

- (d) This guarantee and indemnity is in addition to and without prejudice to and not in substitution for any rights or security which the Purchaser may now or hereafter have or hold for the performance and observance of the obligations, commitments, undertakings, covenants, indemnities and warranties of the Vendor under or in connection with this Agreement;

本保证及弥偿是对买方现有或将来可能拥有或持有的任何权利或担保的补充，且不影响亦不替代该等权利或担保，该等权利或担保旨在确保卖方根据本协议或与本协议相关的义务、承诺、约定、契约、赔偿责任及保证的履行与遵守；

- (e) As a separate and independent stipulation, the Guarantor agrees that any reasonable obligation expressed to be undertaken by the Vendor under this Agreement (including, without limitation, any moneys expressed to be payable under this Agreement) which may not be enforceable against or recoverable from the Vendor by reason of any legal limitation, disability or incapacity of any of them or any other fact or circumstance shall nevertheless be enforceable against or recoverable from the Guarantor as though the same had been incurred by the Guarantor and the Guarantor were sole or principal obligor in respect thereof and shall be performed or paid by the Guarantor on demand; and

作为一项单独和独立的规定，担保人同意，卖方根据本协议明示承担的任何合理义务（包括但不限于根据本协议表示应支付的任何款项），即使因任何法律限制、无行为能力或其他事实或情况导致该等义务无法对卖方强制执行或无法向其追偿，该等义务仍可对担保人强制执行或向其追偿，犹如该等义务由担保人承担，且担保人为该等义务的唯一或主要责任人，并应在收到要求时由担保人履行或支付；和

- (f) The Guarantor hereby agrees to (i) indemnify the Purchaser, or (ii) (if the Purchaser so directs in writing) covenant to pay the Purchaser an amount equal to:
担保人特此同意 (i) 赔偿买方, 或 (ii) (如果买方以书面形式指示) 承诺向买方支付相等于以下金额:
- (a) all losses, damages, payments (Tax or otherwise), penalties, charges, interest, costs and expenses (including legal costs and expenses), which the Purchaser may reasonably incur or suffer arising from, relating to, as a result of or in connection with any breach by the Vendor of her obligations, commitments, undertakings, indemnities or covenants under or pursuant to any of the Warranties in material aspects on or before the Completion Date;
因卖方在完成日或之前在重大方面违反其根据或依据任何保证所承担的义务、承诺、约定、赔偿责任或契约条款而使买方合理产生或遭受的所有损失、损害、付款 (包括税费或其他款项)、罚款、费用、利息、成本及开支 (包括法律费用及开支);
- (b) save as Disclosed, any Tax liability of the Target Company resulting from or by reference to any income, profits or gains earned accrued or received on or before the Completion Date or any event on or before the Completion Date whether alone or in conjunction with other circumstances and whether or not such Tax is chargeable against or attributable to any other person;
除已披露外, 目标公司因在完成日或之前所取得、产生或应计的任何收入、利润或收益, 或因在完成日或之前发生的任何事件 (无论单独发生或与其他情况共同发生, 且无论该等税项是否应由其他人承担或归属) 而产生或依据该等事项而产生的任何税务责任;
- (c) any Tax liability of the Target Company that arises after Completion as a result of an act, omission or transaction by a person other than the Target Company and which liability to Tax falls upon the Target Company solely as a result of its having been in the same group for Tax purposes as that person at any time before Completion; and
目标公司在完成后因除目标公司以外的其他人所作出的任何行为、疏忽或交易而产生的任何税务责任, 而该税务责任惟一因目标公司在完成前曾与该人属于同一税务集团而由目标公司承担; 和
- (d) all reasonable costs and expenses which are incurred by the Purchaser or the Target Company in connection with any of the matters referred to in this Clause 7.7(g) or in taking or defending

any action under the covenants contained in this Clause 7.7(g) (including, without prejudice to the generality of the foregoing, all legal and other professional fees and disbursements).

买方或目标公司就本第7.7 (g) 条所述的任何事项，或根据本第7.7 (g) 条所载的契诺采取或抗辩任何行动而招致的所有合理成本及开支（包括，但不影响上述条款的一般性，所有法律及其他专业费用及支出）。

8. UNDERTAKINGS OF THE WARRANTORS 保证人的承诺

- 8.1. The Warrantors unconditionally and irrevocably undertake to the Purchaser that they will procure that no dividend or profit distribution will be declared by the Target Company from the date hereof to Completion.

保证人无条件且不可撤销地向买方承诺，他们将促使目标公司从本协议发布之日起至完成期间不会宣布任何股息或利润分配。

- 8.2. After the signing of this Agreement and until completion of the Offer (the “Transition Period”), the Warrantors undertake that each of them will procure the Businesses to continue and operate the day-to-day business of the Target Group Companies on a normal and prudent basis and in accordance with past practice, and will not do or omit to do (or allow to do or omit to do) any act or matter other than in the ordinary course of the Businesses. In particular, each of the Warrantors shall cause (unless otherwise provided in this Agreement) the Target Group Companies not to do, permit or procure any act or omission prior to the end of the Transition Period without the Purchaser’s prior written consent which will or might constitute a breach of the Agreement or Warranties or any undertakings under this Agreement. 在本协议签署后至完成前（「过渡期」），保证人承诺，他们各自将按照过往惯例，在正常和审慎的基础上，促使业务继续和经营目标集团公司的日常业务，并且不会做出（或允许做或不做）任何超出正常业务范围的行为或或事项。特别是，每名保证人应促使（除非本协议另有规定）目标集团公司在过渡期结束前未经买方事先书面同意，不得作出、准许或促致任何将或可能构成违反本协议或保证或本协议项下任何承诺的作为或不作为。

- 8.3. During the Transition Period, except as provided in this Agreement or with the Purchaser's prior written consent (if such consent is in conformity with the provisions of this Agreement, such consent shall not be unreasonably delayed), the Warrantors shall cause each Target Group Company not to do any of the following matters:

在过渡期内，除本协议另有规定或事先征得买方书面同意（如该同意符合本协议的规定，则不得无理延迟），保证人应促使各目标集团公司不得进行以下任何事项：

- (a) incur or permit or agree to incur any indebtedness of any Target Group Company or for which any Target Group Company has commitments in

excess of HK\$500,000 in aggregate, other than in the ordinary course of business;

招致或允许或同意招致任何目标集团公司的任何债务，或任何目标集团公司对其承担的债务总额超过港币500,000元，但正常业务过程除外；

- (b) make a single payment in excess of HK\$500,000 other than in the ordinary course of business;

除在正常业务过程中外，单次缴付超过港币500,000元；

- (c) enter into any single transaction, agreement or arrangement in excess of HK\$500,000 other than in the ordinary course of business;

订立任何超过港币500,000元的单项交易、协议或安排，但正常业务过程除外；

- (d) add or delete or change any signatory of any bank and securities account authorisation any Target Group Company, except pursuant to this Agreement;

添加、删除或更改任何银行和证券账户授权的任何目标集团公司的任何签署人，但根据本协议的规定除外；

- (e) resolve to amend the memorandum or articles of association or constitutional documents of any Target Group Company;

决议修订任何目标集团公司的组织章程大纲或章程细则或章程文件；

- (f) make any changes relating to the business nature, scope, conditions or organisation of any Target Group Company;

作出与任何目标集团公司的业务性质、范围、条件或组织有关的任何更改；

- (g) issue or agree to issue any shares, warrants, bonds or other securities or loan stock convertible into shares or bonds, grant or agree to grant, redeem, modify any provisions of any rights or options to acquire or convert into any shares or loan stock, or take any action;

发行或同意发行任何股份、认股权证、债券或其他可转换为股份或债券的证券或借出股票，授予或同意授予、赎回、修改任何权利或期权的任何规定以收购或转换为任何股份或借出股票，或采取任何行动；

- (h) modify, waive, extend any terms of any indebtedness of any of the Target Group Companies or for which any of the Target Group Companies has commitments;

修改、豁免、延长任何目标集团公司或任何目标集团公司对其有承诺的任何债务条款；

- (i) create, allow or agree to create and incur any Encumbrances over any of its Businesses or Assets;

创建、允许或同意对其任何业务或资产创建和产生任何产权负担；

- (j) incur any material capital expenditure of any Target Group Company;
招致任何目标集团公司的任何重大资本开支；
- (k) sell, transfer, lease, sublease, license, sublicense, assign or otherwise dispose of or agree to sell, grant or agree to grant any share options, transfer, lease, sublease, license, sublicense, transfer or otherwise disposal of, any Assets (especially including any of its Businesses or Assets, or any part or interests thereof) other than in the ordinary course of business;
出售、转让、租赁、转租、许可、再许可、转让或以其他方式处置或同意出售、授予或同意授予任何购股权、转让、租赁、转租、许可、再许可、转让或以其他方式处置任何资产（尤其是其任何业务或资产，或其任何部分或权益），但正常业务过程除外；
- (l) increase overdrafts limit or conduct any negotiations on using existing overdrafts;
增加透支、限制或就使用现有透支进行任何谈判；
- (m) terminate any agreement of any Target Group Company involving an aggregate value in excess of HK\$500,000, or waive any outstanding contractual obligations under such agreement;
终止任何目标集团公司涉及总价值超过港币500,000元的任何协议，或放弃该协议项下的任何未偿还的合约责任；
- (n) commence, compromise, settle, waive, dismiss any civil, criminal, arbitral or other legal proceedings or waive any of the above rights of the parties regarding any claim, liabilities, action, demand, or dispute in a total amount exceeding HK\$500,000;
就总金额超过港币500,000元的任何索赔、责任、诉讼、要求或争议，启动、妥协、和解、放弃、放弃、驳回任何民事、刑事、仲裁或其他法律程序或放弃双方的上述任何权利；
- (o) cancel, compromise or delete the amount recorded in the books of any Target Group Company as debtor or creditor;
取消、妥协或删除任何目标集团公司作为债务人或债权人账簿中记录的金额；
- (p) terminate or allow the lapse of any insurance policy related to existing Assets;
终止或允许与现有资产相关的任何保险单失效；
- (q) conduct any business other than any existing Businesses;
开展任何现有业务以外的任何业务；

- (r) enter into any partnership or joint venture arrangement;
订立任何合伙或合资安排；
- (s) do any act or thing that has a Material Adverse Change or may result in a violation of any applicable Law.
做出任何具有重大不利变化或可能导致违反任何适用法律的行为或事物。

8.4. The Warrantors irrevocably and unconditionally warrant and undertake that, after the signing of the Agreement, they will use their best endeavours to procure that during the Transition Period except as provided in this Agreement or with the Purchaser's prior written consent (if such consent is in conformity with the provisions of this Agreement, such consent shall not be unreasonably delayed):

保证人不可撤销且无条件地保证并承诺，在本协议签署后，他们将在过渡期内尽最大努力争取，除非本协议另有规定或事先征得买方的书面同意（如果此类同意符合本协议的规定，则此类同意不得无理延迟）：

- (a) each Target Group Company is not and will not be subject to investigation, enquiry, condemnation or questioning by or before any statutory or regulatory body in Hong Kong, the British Virgin Islands or elsewhere as a result of breach of or material non-compliance with any applicable Laws, rules or regulations; and
各目标集团公司过去和将来都不会因重大违反或不遵守任何适用法律、规则或法规而受到香港、英属维尔京群岛或其他地方的任何法定或监管机构的调查、查询、谴责或质疑；和
- (b) each Target Group Company will comply with all applicable Laws, rules or regulations in all material respects, and will comply with and obtain all business licences required for carrying on its Businesses and will comply with all legal or regulatory requirements regarding any transaction to which it is a party or regarding the Businesses.
各目标集团公司将在所有重大方面遵守所有适用的法律、规则或法规，并将遵守并获得开展其业务所需的所有营业执照，并将遵守有关其作为一方的任何交易或有关业务的所有法律或监管要求。

8.5. Neither the liability of the Warrantors nor the validity or enforceability of the Warrantors' liability under this Agreement shall be prejudiced, affected or discharged by:

保证人的责任以及保证人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 the Vendor or any other person;
给予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 the Vendor under this Agreement;
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 the Vendor to enter into or perform any of her 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 the Vendor;
卖方订立或履行其在本协议项下的任何责任的权力有任何不足, 或在行使该义务时有任何违规行为, 或任何声称代表卖方行事的人缺乏授权;
- (v) the death, insolvency, bankruptcy, winding-up, liquidation, dissolution or any incapacity, disability or limitation or any change in the constitution or status of the Vendor or the Guarantor;
卖方或担保人的死亡、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 the Vendor or any other person;
买方或任何同一人持有或将拥有或可供买方获得的任何其他权利或补救措施, 或完全或部分无效、可撤销、不可执行或受损, 或由买方在任何时候释放、不强制执行、更改或以任何其他方式处理任何相同或任何权力, 买方现在或以后可能从卖方或任何其他人那里获得或对卖方或任何其他人享有的权利或补救措施;
- (vii) any waiver, exercise, omission to exercise, compromise, renewal or release of any rights against the Vendor or any other person or any compromise, arrangement or settlement with any of the same;
对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 the Warrantors hereunder.
任何行为、不作为、事件或情况, 若非本条款规定, 将会或可能损害、

影响或解除本协议或保证人在本协议项下的责任。

- 8.6. The Warrantors warrant that, they shall as soon as practicable but in any event no later than seven (7) Business Days after full settlement of the Consideration:
兹保证各保证方承诺，他们应尽快但在任何情况下不得迟于对价全额支付后七（7）个营业日内：

- (i) deliver or procure to deliver all the statutory, registers and financial records (including the management accounts, cheque books, bank statement(s) and passbook(s) of all the bank account(s) of each of the Target Company and the Listco duly written up to date) and the certificate of incorporation, current business registration certificate (if any), common seal and rubber stamp and, if applicable, documents including material contracts and licenses (if any) of each of the Target Company and the Listco;
交付或促使交付所有法定、登记册及财务记录（包括管理账户、支票簿、银行对账单及所有目标公司及上市公司银行账户的存折，所有相关记录应更新至最新日期），和目标公司及上市公司的公司注册证书、现有商业登记证（如有）、公司公章及橡皮图章，以及（如适用）包括重要合同及牌照（如有）等文件；
- (ii) cause such persons as the Purchaser may nominate to be validly appointed (by procuring the necessary board resolutions to be duly passed approving the same) as director(s) of the Target Company with effect from such date; and procure the Guarantor (or any other person then acting as director on behalf of the Vendor and/or the Guarantor) to resign as director of the Target Company with effect from the same date.
促使买方可能提名的人士通过适当程序（包括促使董事会通过所需决议案）被合法任命为目标公司的董事，并自该日起生效；并促使担保人（或任何其他当时作为卖方及/或担保人代表担任董事的人士）自同日起辞任目标公司的董事职务。

9. **FURTHER ASSURANCE 进一步保证**

At any time after the Completion Date, the 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 Sale Shares in the Purchasers free from all Encumbrances.

在完成日之后的任何时间，卖方应应买方的合理要求，采取买方可能要求的行为和签署此类文件，以便将出售股份的全部合法和实益权益归属于买方，而不受任何产权负担。

9A. **RESCISSION 解除**

Notwithstanding Completion and without prejudice to any other rights or remedies available to the Purchaser under this Agreement, at law or in equity, if at any time following Completion it is discovered that:

在不影响买方根据本协议或法律（包括衡平法）享有的任何其他权利或救济的前提下，即使已完成交割，如在完成后任何时间发现以下任何一种情况：

1. the Vendor does not have good, valid and marketable legal and beneficial title to the Sale Shares; or
卖方并不拥有出售股份的合法、有效、可自由转让的法律及实益所有权；
或
2. the Target Company does not have good, valid and marketable legal and beneficial title to any of the shares in the Listco held by it; or
目标公司并不拥有其所持有的上市公司股份的合法、有效、可自由转让的法律及实益所有权；或
3. any of the Sale Shares or the Listco's shares held by the Target Company are, or were at Completion, subject to any Encumbrance, restriction, pre-emptive right, option, right of first refusal, approval requirement, or any other defect, limitation or matter adversely affecting their validity, ownership, or free transferability (other than as expressly and fairly Disclosed in this Agreement); or
任何出售股份或目标公司所持有的上市公司股份在完成时或之前存在任何权利负担、限制、优先购买权、期权、优先认购权、审批要求，或任何其他影响其有效性、所有权或自由转让的缺陷、限制或事项（本协议中已明确公平披露的事项除外）；或
4. the Guarantor did not have valid authority to sell or cause the sale of the Sale Shares under this Agreement,
担保人并无有效授权出售或促成出售出售股份，

then the Purchaser shall be entitled, at its sole discretion and by written notice to the Vendor, to rescind this Agreement with immediate effect. Upon such rescission: 则买方有权自行决定，通过向卖方发出书面通知，即时解除本协议。解除协议后：

- (a) the Vendor shall, within seven (7) Business Days of such notice, refund in full to the Purchaser all amounts of the Consideration paid by the Purchaser under this Agreement, without set-off, deduction or withholding (save as required by law);
卖方应在收到该通知之日起七（7）个工作日内，无任何抵销、扣减或预扣（法律强制要求除外）地向买方全额退还其根据本协议已支付的全部对价款项；

- (b) the Purchaser shall, after receiving such refund in full, return the Sale Shares to the Vendor (or her nominee(s)) free from all Encumbrances created by the Purchaser (if any); and

买方应在收到全部退款後，将出售股份返还予卖方（或其指定人），且该等股份应不附带买方设立的任何权利负担；以及

- (c) the Vendor shall fully indemnify and hold harmless the Purchaser from and against all reasonable legal fees, professional costs, and other expenses, costs, losses or liabilities incurred by the Purchaser in connection with the negotiation, preparation, execution, enforcement, or rescission of this Agreement and the transactions contemplated hereunder. For the avoidance of doubt, the exercise of the Purchaser's rights under this Clause 9A shall not preclude or limit any other claims or remedies (including damages) to which the Purchaser may be entitled.

卖方应就买方因协商、起草、签署、执行或解除本协议及本协议项下拟进行的交易而产生的所有合理法律费用、专业费用，以及其他费用、支出、损失或责任，向买方提供全额赔偿并使其免责。为免生疑问，买方根据本第9A条行使其权利，不应排除或限制其有权提出的任何其他主张或救济（包括但不限于损害赔偿）。

10. ANNOUNCEMENT AND CONFIDENTIALITY 公告和保密

- 10.1 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）。

- 10.2 Without prejudice to Clause 10.1, each Party undertakes to the others that he/she/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10.1条的情况下，各方向另一方承诺，他/她/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。

10.3 The restrictions contained in Clause 10.2 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10.2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 10);
该信息公开（违反本第10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。

10.4 The provisions in this Clause 10 shall survive Completion or termination of this Agreement.
本第10条中的规定在本协议完成或终止后继续有效。

11. 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。

12. 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。

13. 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。

14. COSTS AND EXPENSES 费用与开支

- 14.1 Each party to this Agreement shall bear its own costs and expenses of and incidental to this Agreement and the sale and purchase of the Sale Shares.

本协议的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。

- 14.2 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 Purchasers 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。

15. NOTICES 通知

- 15.1 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方，地址如下（或收件人提前两（2）个工作日向其他方发出书面通知指定的其他地址）：

(i) **To the Vendor 致卖方**

Address地址: No. 37 Longhua Road, Longhua District, Haikou City, People's Republic of China
中华人民共和国海口市龙华区龙华路37号

E-mail 电子邮件: N/A

(ii) **To the Guarantor 致担保人**

Address 地址: Unit A, G/F. Count B, Tower 3, Dragons Range, 33 Lai Ping Road, Shatin, N.T., Hong Kong
香港新界沙田丽坪路33号玫瑰山月珑阁第3座地下A室

E-mail 电子邮件: anthony@fuchsiacap.com

(iii) **To the Purchaser 致买方**

Address 地址: Unit 60, 3/F, Yau Lee Centre, No. 45 Hoi Yuen Road, Kwun Tong, Hong Kong
香港观塘开源道45号有利中心3楼60室

E-mail 电子邮件: andysun0413@gmail.com

Attention 收件人: Mr. Sun Bang Gui (孙邦桂)

- 15.2 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。

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

16.1 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。

16.2 The parties to this Agreement hereby agree to submit to the non-exclusive jurisdiction of the courts of Hong Kong
本协议双方特此同意服从香港法院的非专属管辖权

17. 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。

18. THIRD PARTY RIGHTS 第三方权利

Save for the Target Company 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.

除目标公司外，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。

19. GENERAL 一般条款

19.1 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。

19.2 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。

- 19.3 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。
- 19.4 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。
- 19.5 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 VENDOR 卖方

SIGNED by)
TSANG CHUN HO ANTHONY)
in his capacity as attorney of the Vendor)
under powers contained in the Share Mortgage)
for and on behalf of)
MA XIAOQIU)
in the presence of:)
由子辰)
以其根据股份抵押中的授权条款)
作为卖方授权代表的身份)
代表马小秋)
在下列见证人面前签署:)



THE GUARANTOR 担保人

SIGNED by)
TSANG CHUN HO ANTHONY)
in the presence of:)
由子辰)
在下列见证人面前签署:)



THE PURCHASER 买方

SIGNED by)
SUN BANG GUI)
For and on behalf of)
ZEPHYRUS CAPITAL LIMITED)
in the presence of:)
由孙邦桂)
代表 ZEPHYRUS CAPITAL LIMITED)
在下列见证人面前签署:)

sun

SCHEDULE 1 附表1

Particulars of the Target Company 目标公司详情

Company name 公司名称	:	Mars Worldwide Holdings Limited									
Place of incorporation 注册地点	:	British Virgin Islands 英属维尔京群岛									
Date of incorporation 公司成立日期	:	30 August 2022 2022 年 8 月 30 日									
Company number 公司编号	:	2106409									
Address of registered office 注册办事处地址	:	CCS Trustees Limited, Mandar House, 3 rd Floor, Johnson's Ghut, Tortola, British Virgin Islands									
Authorised share capital 法定股本	:	US\$100 and divided into 100 of US\$1 each 100 美元，分为 100 股，每股面值 1 美元									
Issued shares (as at the date of this Agreement and before Completion) 已发行股份(截至本协议签订之 日及完成前)	:	100									
Registered shareholder(s) 登记股东	:	<table><tr><th>Shareholder 股东</th><th>No. of shares 股份数量</th><th>%</th></tr><tr><td>Ma Xiaoqiu</td><td>100</td><td>100</td></tr><tr><td>Total</td><td>100</td><td>100.00</td></tr></table>	Shareholder 股东	No. of shares 股份数量	%	Ma Xiaoqiu	100	100	Total	100	100.00
Shareholder 股东	No. of shares 股份数量	%									
Ma Xiaoqiu	100	100									
Total	100	100.00									
Director(s) 董事	:	Tsang Chun Ho Anthony 子辰									
Scope of business 业务范围	:	Investment holding 投资控股									

SCHEDULE 2 附表2

Particulars of the Listed Companies 上市公司详情

SCHEDULE 3 附表3

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

SCHEDULE 4 附表4

Warrantors' Warranties 保证人的保证

1. The Vendor and the Sale Shares 卖方及出售股份

- 1.1 The Vendor is the legal and beneficial owner of the Sale Shares and have not been declared bankrupt or liquidated (where applicable).
卖方为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 Guarantor as attorney of the Vendor under the Share Mortgage has full power to enter into and perform this Agreement for and on behalf of the Vendor and this Agreement will, when executed, constitute legal, valid and binding obligations on the Vendor and the Guarantor in accordance with its terms.
担保人作为卖方在股份抵押项下的代理人，拥有代表卖方订立和履行本协议的全部权力，本协议一经签署，将构成卖方和担保人根据其条款承担的合法、有效和具有约束力的义务。
- 1.3 As at the date of this Agreement and immediately before Completion, save for the Sale Shares, the Vendor do not and will not own, control or are interested in any other shares or securities of any kind in the Target Company as at the date of this Agreement and at Completion.
于本协议订立日期及紧接完成前，除出售股份外，卖方于本协议订立之日及完成时，卖方没有亦不会拥有、控制目标公司任何其他股份或任何种类的证券或任何种类的股份或证券。
- 1.4 To the best of knowledge and belief of the Vendor, the Sale Shares have been duly issued and allotted.
据卖方所知及相信，出售股份已正式发行及配发。
- 1.5 The Sale Shares are fully paid or credited as fully paid, and legally and beneficially owned by the Vendor free from all Encumbrances together with all rights now or hereafter attaching thereto.
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。
- 1.6 All rights now attached to the 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。
- 1.7 The Sale Shares may be transferred by the Vendor 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。

2. The Target Group Companies 目标集团公司

- 2.1 As at the date of this Agreement, the Target Company is the legal and beneficial owner of 411,293,396 shares of the Listco, representing approximately 45.7% of the issued share capital of the Listco as at the date of this Agreement.

于本协议日期，目标公司为上市公司411,293,396股股份的法定及实益拥有人，占上市公司于本协议日期已发行股本约45.7%。

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

每间目标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。

- 2.3 The corporate structure and particulars of each Target Group Company as disclosed in Schedule 1, Schedule 2 and Schedule 3 are true, accurate and complete in all respects. Save as disclosed in Schedule 1, Schedule 2 and Schedule 3 therein, none of the Target Group Company has any subsidiary wherever incorporated or established.

附表1、附表2及附表3所披露的各目标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、附表2及附表3所披露外，目标集团公司均无任何附属公司于他处注册或设立。

- 2.4 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 2 and Schedule 3 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2及附表3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。

- 2.5 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。

- 2.6 There is no authorised or outstanding equity securities or interests of any class issued by any Target 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 Target Group Company, and there is no agreement or commitment to give or create any of the foregoing.
任何目标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、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。目标集团公司没有任何协议或承诺给予或创建上述任何内容。
- 2.7 There is no Encumbrance on any shares of the Target Group Companies that are held by the Target Group.
目标集团持有的目标集团公司的任何股份均不设产权负担。
- 2.8 No options, warrants and/or convertible securities and/or exchangeable securities of any kind of any Target Group Company will be granted by the Listco prior to Completion.
上市公司不会在完成交易前授出任何目标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 Target Group Company has duly and properly complied with all filing and registration requirements in respect of corporate or other documents imposed under the relevant laws of the jurisdiction in which it was incorporated.
每间目标集团公司均已妥善地遵守根据其注册成立的司法管辖区的相关法律所施加的公司或其他文件的所有备案及注册规定。
- 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 Target 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.

每间目标集团公司及其董事（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 Vendor and parties Acting in Concert with her 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).

于本协议日期，卖方及其一致行动人士已根据《证券及期货条例》（香港法例第571章）完成并妥为提交所有相关及必要的权益披露文件。

4. Insolvency and receivership 破产和破产管理

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

每家目标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 Target Group Company has not taken any steps to enter into liquidation or analogous proceedings.

每家目标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 Target Group Company, or appointment of provisional liquidator.

没有发出任何命令，没有提出呈请，没有通过或建议任何决议，没有为考虑决议而召开会议，也没有在任何司法管辖区为清盘或清盘任何目标集团公司而提起或采取类似的行动或程序，或委任临时清盘人。

5. Litigation 诉讼

Saved as Disclosed, the none of the Target 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 Target 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 Target 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 Target Group Companies. To the knowledge of the Warrantors, there is no litigation, arbitration, prosecution, other laws, contracts or professional disciplinary proceedings or investigations threatened against any of the Target Group Companies

除已披露外，目标集团公司均不受任何诉讼、仲裁、检控、其他法定、监管或政府组织法律、合同或专业纪律处分程序、聆讯或谴责、任何争议、任何调查，亦非任何未决索赔、任何投诉或警告的标的，由位于每家目标集团公司运营所在地的任何当局发出。任何目标集团公司均无未决诉讼、仲裁、检控、其他法律、合约或专业纪律处分程序或调查，不论是由相关公司提起或针对该公司提起。没有任何事实或情况会导致任何此类诉讼、仲裁、起诉、程序、调查、听证会、任何争议或任何付款的发生。任何目标集团公司也没有未执行或履行的判决或法院命令。据担保人所知，并无针对任何目标集团公司的诉讼、仲裁、起诉、其他法律、合同或专业纪律程序或调查的威胁。

6. Miscellaneous 杂项

- 6.1 All representations, warranties and undertakings contained in the foregoing provisions of this Schedule 4 shall be deemed to be repeated immediately before Completion and to relate to the facts then existing.

本附表4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 Warrantors 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 Target Group Company prevailing as at the date of this Agreement and as at Completion.

任何保证人签署、交付及履行本协议，在任何方面均不违反以下任何适用条文：（i）于本协议订立之日及完成时，香港或其注册成立或居住的任何司法管辖区的任何法律或规例或任何政府机关、机构或法院的任何命令或法令，或其任何部分；或（ii）在本协议签订之日及完成时，包含及构成任何目标集团公司的法律及文件。

7. Accuracy of information 信息的准确性

- 7.1 All information relating to the Warrantors 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.

本协议中包含的与保证人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 Warrantors and/or the professional advisers, officers and employees of the Warrantors 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，保证人和/或保证人的专业顾问、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 Target Group Companies does not have any debentures.
各目标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 Target Group Companies.

除正常业务过程中产生的情况及帐户中所披露的项目外，各目标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 Target Group Companies.
除帐户中所载的非正常业务过程中产生的情况外，各目标集团公司并无获得任何重大贷款。

- 8.4 Each of the Target 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.

各目标集团公司均未出售任何应收账款，亦未从事任何无需在帐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 Target Group Companies has any outstanding debts or Encumbrances, or has created, agreed or permitted to create any outstanding debts or Encumbrances.
除帐户中所载及已披露的情况外，各目标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 Target 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.
各目标集团公司所借款项（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单据、契据或文件所规定的任何借款限制。
- 8.7 None of the debts owed by the Target Group Companies becomes payable before its maturity date due to the default of any of the Target 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.
各目标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 There is no outstanding loan or debt or payment owed by or payable by the Warrantors to any of the Target Group Companies and vice versa.
保证人并无任何应向目标集团公司支付的未偿贷款、债务或款项，目标集团公司亦无任何应向保证人支付的未偿贷款、债务或款项。
- 8.9 Save as disclosed in the Audited Accounts, none of the Target 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，各目标集团公司均无任何未偿还的股东贷款或董事贷款。

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SCHEDULE 5 附表5

Purchaser's Warranties 买方的保证

1. 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。
2. 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。
3. 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。
4. 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。
5. 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。
6. 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。
7. 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）。

SCHEDULE 6

附表6

FORM OF PROMISSORY NOTES

本票的形式

PROMISSORY NOTE 1

(the “Note”)

本票1

(「本票据」)

Date: 4 September 2025

日期：2025年9月4日

Zephyrus Capital Limited, a company incorporated in Hong Kong with limited liability having its registered office at Unit 60, 3/F., Yau Lee Center, No. 45 Hoi Yuen Road, Kwun Tong, Hong Kong (the “**Issuer**”) for value received **HEREBY AGREES AND PROMISES** to pay to **Tsang Chun Ho Anthony**, holder of Hong Kong Identity Card No. Z363443(5), having his address at Unit A, G/F. Count B, Tower 3, Dragons Range, 33 Lai Ping Road, Shatin, N.T., Hong Kong (the “**Payee**”, which term shall include his successors and assignees) or to such person as the Payee may direct in writing, the principal sum of HK\$20,000,000 (the “**Principal Sum**”) on the terms contained herein.

Zephyrus Capital Limited，一家在香港注册成立的有限公司，其注册办事处位于香港观塘开源道45号有利中心3楼60室（「**发行人**」），特此同意并承诺向香港身份证号码Z363443(5)持有人子辰付款，其地址为香港新界沙田丽坪路33号玫瑰山月珑阁第3座地下A室（「**收款人**」，包括其继承人和受让人）或收款人可能以书面形式指示的任何人，根据本文所载的条款，本金为港币20,000,000元（「**本金**」）。

This Note is made pursuant to a sale and purchase agreement (the “**Agreement**”) dated 4 September 2025 entered into between Ms. Ma Xiaoqiu as the vendor, the Payee as the guarantor, and the Issuer as the purchaser in relation to the sale and purchase of 100 issued shares (the “**Sale Shares**”) of Mars Worldwide Holdings Limited (the “**Company**”), representing the entire issued share capital of the Company, at a consideration of HK\$54,000,000 (the “**Consideration**”). Capitalised terms used herein shall have the same meaning as those defined in the Agreement, unless otherwise specified.

本票据是根据马小秋女士作为卖方，收款人作为担保人与发行人作为买方订立的日期为2025年9月4日的买卖协议（「**协议**」）订立的，该协议涉及买卖Mars Worldwide Holdings Limited（「**该公司**」）的100股已发行股份（「**出售股份**」），代表该公司全部已发行股本，代价为港币54,000,000元（「**代价**」）。

除非另有说明，否则此处使用的大写术语应与协议中定义的术语具有相同的含义。

Principal Sum 本金

Pursuant to the terms of the Agreement, part of the Consideration in the amount of HK\$20,000,000 (i.e., the Principal Sum) shall be satisfied by the Issuer by way of issue of this Note. As security for the performance of the Issuer's obligations under this Note, the Issuer has on the date of this Note entered into a deed of share charge over the Sale Shares in favour of the Payee subject to and upon conditions set out therein.

根据协议条款，发行人应通过发行本票清偿20,000,000港元（即本金）的部分代价。作为发行人履行本票据项下义务的担保，发行人于本票据签订之日已就出售股份订立股份押记契约，以收款人为受益人，但须遵守该契约所载的条件。

Repayment 偿还

Subject as hereinafter provided, the Issuer shall pay the outstanding Principal Sum on the date falling four (4) months after the date of this Note (the "Maturity Date").

在下文规定的情况下，发行人应在本票据日期后四（4）个月（「到期日」）支付未偿还本金。

Interest 利息

No interest shall be accrued on the outstanding Principal Sum.

未偿还的本金不计算利息。

Early Repayment 提前还款

Provided that the Issuer has given to the Payee not less than ten (10) Business Days' prior notice in writing of its intention to repay any part of the outstanding Principal Sum under this Note, the Issuer may at any time from the date of issue of this Note up to the date immediately prior to the Maturity Date, repay all the outstanding Principal Sum of this Note or any part of it (in amounts of not less than HK\$1,000,000 save that if at that time, the outstanding principal amount of this Note is less than HK\$1,000,000, the whole outstanding Principal Sum (but not part only) of this Note may be repaid). Notice of intention to repay the outstanding Principal Sum of this Note shall not be effective until actually received by the Payee but once having been given by the Issuer shall be irrevocable. No premium, fee or penalty shall be borne or payable by the Issuer in respect of any early repayment made in accordance with this Note.

如果发行人已至少提前十（10）个营业日以书面形式向收款人发出其打算偿还本票据项下未偿还本金的任何部分的意图，则发行人可于本票据发行之日起至到期日前的任何时间，偿还本票据的所有未偿还本金或其任何部分（金额不少于1,000,000港元，但如届时本票据的未偿还本金金额少于1,000,000港元，则可偿还本票据的全部未偿还本金（但不只部分））。本票据的未偿还本金的意向通知须在收款人实际

收到之前才生效，但发行人一经发出即不可撤销。发行人无须就根据本票据作出的任何提前还款承担或支付任何溢价、费用或罚款。

Method of Payment 付款方式

Payments hereunder shall be made by way of cheque(s) or cashier's order issued by a licensed bank in Hong Kong in favour of the Payee or to such person as the Payee may direct in writing delivered to the address set forth above or at such other address as the Payee may from time to time specify in writing or by remittance to such bank account as the Payee may notify the Issuer from time to time in writing and delivered or remitted to the Payee by 4 p.m. on the due dates for payment of the outstanding Principal Sum (or by other means to be mutually agreed between the Issuer and the Payee) and the receipt of the said cheque or cashier's order or the remittance advice shall be a sufficient discharge to the Issuer.

本票据项下的付款应以支票或银行本票的方式支付，该支票或银行本票由香港持牌银行签发，以收款人为受益人，或以收款人书面指示的人士，或以书面方式交付至上述地址或收款人不时以书面形式指定的其他地址，或汇款至收款人不时通知发卡人的银行账户以书面形式交付或汇款给收款人，并在支付未偿还本票据的到期日下午4时前交付或汇款给收款人（或通过发行人与收款人共同商定的其他方式），并收到上述支票或银行本票或汇款通知书，即为向发行充分解除债务。

Transfer or Assignment 转让

This Note may not be freely transferrable or assignable by the Payee save with the prior written consent of the Issuer, which may be given by the Issuer at its absolute discretion. 除非事先获得发行人的书面同意，否则收款人不得自由转让本票据，发行人可按其绝对酌情权给予该同意。

Time of the Essence and No Waiver 时间关键及没有豁免

Time is of the essence of this Note. No delay or omission on the part of the Payee in exercising any right hereunder shall operate as a waiver of any other remedy under this Note. A waiver on one occasion shall not be construed as a bar or waiver of any such right or remedy on a future occasion.

时间是本票的本质。收款人在行使本票据项下的任何权利时的任何延迟或遗漏均不得视为豁免本票据项下的任何其他补救措施。一次的豁免不应被解释为在未来的情况下禁止或放弃任何此类豁免或补救措施。

Governing Law and Jurisdiction 适用法律和管辖权

This Note shall be governed by and construed in accordance with the laws of Hong Kong. The parties hereby irrevocably submit to the non-exclusive jurisdiction of the Hong Kong

courts.

本票据受香港法律管辖，并按香港法律诠释。双方特此不可撤销地服从香港法院的非专属管辖权。

SEALED with the COMMON SEAL OF)
ZEPHYRUS CAPITAL LIMITED)
盖上Zephyrus Capital Limited的法团印章)
and SIGNED by Sun Bang Gui)
in the presence of:)
并由孙邦桂在下述人士面前签署)
)

PROMISSORY NOTE 2

(the “Note”)

本票2

(「本票据」)

Date: 4 September 2025

日期：2025年9月4日

Zephyrus Capital Limited, a company incorporated in Hong Kong with limited liability having its registered office at Unit 60, 3/F., Yau Lee Center, No. 45 Hoi Yuen Road, Kwun Tong, Hong Kong (the “**Issuer**”) for value received **HEREBY AGREES AND PROMISES** to pay to **Tsang Chun Ho Anthony**, holder of Hong Kong Identity Card No. Z363443(5), having his address at Unit A, G/F. Count B, Tower 3, Dragons Range, 33 Lai Ping Road, Shatin, N.T., Hong Kong (the “**Payee**”, which term shall include his successors and assignees) or to such person as the Payee may direct in writing, the principal sum of HK\$29,000,000 (the “**Principal Sum**”) on the terms contained herein.

Zephyrus Capital Limited，一家在香港注册成立的有限公司，其注册办事处位于香港观塘开源道45号有利中心3楼60室（「**发行人**」），特此同意并承诺向香港身份证号码Z363443(5)持有人子辰付款，其地址为香港新界沙田丽坪路33号玫瑰山月珑阁第3座地下A室（「**收款人**」，包括其继承人和受让人）或收款人可能以书面形式指示的任何人，根据本文所载的条款，本金为港币29,000,000元（「**本金**」）。

This Note is made pursuant to a sale and purchase agreement (the “**Agreement**”) dated 9 September 2025 entered into between Ms. Ma Xiaoqiu as the vendor, the Payee as the guarantor, and the Issuer as the purchaser in relation to the sale and purchase of 100 issued shares (the “**Sale Shares**”) of Mars Worldwide Holdings Limited (the “**Company**”), representing the entire issued share capital of the Company, at a consideration of HK\$54,000,000 (the “**Consideration**”). Capitalised terms used herein shall have the same meaning as those defined in the Agreement, unless otherwise specified.

本票据是根据马小秋女士作为卖方，收款人作为担保人与发行人作为买方订立的日期为2025年9月4日的买卖协议（「**协议**」）订立的，该协议涉及买卖Mars Worldwide Holdings Limited（「**该公司**」）的100股已发行股份（「**出售股份**」），代表该公司全部已发行股本，代价为港币54,000,000元（「**代价**」）。除非另有说明，否则此处使用的大写术语应与协议中定义的术语具有相同的含义。

Principal Sum 本金

Pursuant to the terms of the Agreement, part of the Consideration in the amount of HK\$29,000,000 (i.e., the Principal Sum) shall be satisfied by the Issuer by way of issue of

this Note. As security for the performance of the Issuer's obligations under this Note, the Issuer has on the date of this Note entered into a deed of share charge over the Sale Shares in favour of the Payee subject to and upon conditions set out therein.

根据协议条款，发行人应通过发行本票清偿29,000,000港元（即本金）的部分代价。作为发行人履行本票据项下义务的担保，发行人于本票据签订之日已就出售股份订立股份押记契约，以收款人为受益人，但须遵守该契约所载的条件。

Repayment 偿还

Subject as hereinafter provided, the Issuer shall pay the outstanding Principal Sum on the date falling twelve (12) months after the date of this Note (the "Maturity Date").

在下文规定的情况下，发行人应在本票据日期后十二（12）个月（「到期日」）支付未偿还本金。

Interest 利息

No interest shall be accrued on the outstanding Principal Sum.
未偿还的本金不计算利息。

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SEALED with the COMMON SEAL OF)
ZEPHYRUS CAPITAL LIMITED)
盖上Zephyrus Capital Limited的法团印章)
)
and SIGNED by **Sun Bang Gui**)
in the presence of:)
并由孙邦桂在下述人士面前签署)
)