

DATED ON 10 APRIL 2026

BETWEEN

AUREOLE HALO LIMITED
as Purchaser

AND

RBC VENTURE LIMITED
as Vendor

SALE AND PURCHASE AGREEMENT
in relation to 945,000,000 issued shares in
RIMBACO GROUP GLOBAL LIMITED

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THIS AGREEMENT is made on 10 April 2026

BETWEEN

- (1) **Aureole Halo Limited**, a company incorporated in the Cayman Islands (company no. 328708) with limited liability and whose registered office is at 4th Floor, Harbour Place, 103 South Church Street, P.O. Box 10240, Grand Cayman, KY1-1002, Cayman Islands (the “**Purchaser**”); and
- (2) **RBC Venture Limited**, a company incorporated in the British Virgin Islands (company no. 2007361) with limited liability and whose registered office is at Jayla Place, Wickhams Cay 1, Road Town, Tortola, British Virgin Islands (the “**Vendor**”).

(collectively, the “**Parties**”, and each a “**Party**”).

WHEREAS:

- (A) As at the date of this Agreement, the Target Company has an authorised share capital of HK\$100,000,000 divided into 10,000,000,000 Shares of HK\$0.01 each, of which 1,260,000,000 Shares are issued and are fully paid or credited as fully paid. There are no outstanding share options granted under the share option scheme of the Target Company adopted on 31 March 2020.
- (B) The Target Company is a company incorporated in the Cayman Islands with limited liability, the Shares of which are listed on the Main Board of the Stock Exchange with stock code 1953. Further particulars of the Target Company as at the date of this Agreement are set out in Schedule 1.
- (C) As at the date of this Agreement, the Vendor is the beneficial owner of the Sale Shares (i.e. 945,000,000 issued Shares in the Target Company, representing 75% of the issued share capital of the Target Company).
- (D) The Vendor has agreed to sell and the Purchaser has agreed to purchase the Sale Shares at the total Consideration of HK\$ 157,500,000 (i.e. approximately HK\$ 0.167 per Sale Share), subject to the terms and conditions of this Agreement.

IT IS HEREBY AGREED BETWEEN THE PARTIES as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement (including its Recitals) unless the context otherwise requires:-

“**Business Day**” a day on which the Stock Exchange is open for the transaction of business

“**CCASS**” Central Clearing and Settlement System established and operated by Hong Kong Securities Clearing Company Limited

“CCASS Participant”	a Person admitted for the time being by Hong Kong Securities Clearing Company Limited as a participant of CCASS
“Companies Ordinance”	the Companies Ordinance, Chapter 622 of the Laws of Hong Kong
“Completion”	the completion of the sale and purchase of the Sale Shares pursuant to Clause 5
“Completion Date”	the day on which Completion takes place, which shall be the next Business Day following the date on which all the Completion Conditions set out under Clause 4.1 having been fulfilled or waived (as the case may be) or such other date as the Parties may agree in writing
“Consideration”	the aggregate consideration for the Sale Shares in the sum of HK\$ 157,500,000 , as set out in Clause 3.1
“Data Room”	the virtual data room for the Transaction containing documents and information relating to the Target Group as of 13 March 2026
“Deposit”	the deposit in the amount of HK\$5,000,000 already paid by the Purchaser to the Vendor
“Disclosed”	means disclosed fully and fairly in this Agreement (including the Schedules) or in the published financial statements or in any announcement, circular or report of the Target Company and published on the websites of the Stock Exchange and the Target Company as of the date of this Agreement or in the Data Room, for this purpose “disclosed fully and fairly” means disclosed in such manner and in such detail as to enable a reasonable purchaser to identify the nature and scope of the matter concerned
“Encumbrances”	any mortgage, charge, pledge, lien, (otherwise than arising by statute or operation of law), equities, hypothecation or other encumbrance, priority or security interest, deferred purchase, title retention, leasing, sale-and-repurchase or sale-and-leaseback arrangement whatsoever over or in any property, assets or rights of whatsoever nature and includes any agreement for any of the same
“Executive”	has the meaning ascribed to it under the Takeovers Code

“Governmental Body”	any competent governmental, administrative, supervisory, regulatory, judicial, determinative, disciplinary, enforcement or Tax raising body, authority, agency, board, department, court or tribunal of any jurisdiction (including any relevant securities exchange) and whether supranational, national, regional or local
“Group”	in relation to a company, that company, any subsidiary or any holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company. Each company in a Group is a member of the Group
“Hong Kong”	the Hong Kong Special Administrative Region of the PRC
“HK\$”	Hong Kong dollar, the lawful currency of Hong Kong
“Listing Rules”	means the Rules Governing the Listing of Securities on Stock Exchange, as amended, supplemented, restated or replaced from time to time, together with all applicable appendices, practice notes, regulatory forms, fee schedules, guidance letters, listing decisions and any other requirements, directions or decisions issued or made by the Stock Exchange thereunder
“Long Stop Date”	30 June 2026 or such later date as the Parties may agree in writing
“Person”	an individual, a company or corporation, a partnership, a limited liability company, a trust, an association, a foundation or other legal entity or unincorporated organisation, including any Governmental Body
“PRC”	the People’s Republic of China (for the purpose of this Agreement only, excluding Hong Kong, Macao Special Administrative Region of the PRC and Taiwan Region)
“Offer Document”	the composite offer document containing the offeror document and the offeree board circular to be issued and referred to in Clause 6
“RM”	Malaysian Ringgit, the lawful currency of Malaysia

“Sale Shares”	945,000,000 Shares
“Shares”	share(s) of HK\$0.01 each in the capital of the Target Company
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Takeovers Code”	the Code on Takeovers and Mergers issued by the Securities and Futures Commission of Hong Kong, as amended, supplemented or replaced from time to time
“Target Company”	Rimbaco Group Global Limited, a company incorporated in the Cayman Islands with limited liability and whose Shares are listed on the Main Board of the Stock Exchange (Stock Code: 1953)
“Target Group”	the Target Company and its subsidiary(ies) from time to time
“Taxation” or “Tax”	all forms of taxation whether direct or indirect and whether levied by reference to income, profits, gains, net wealth, asset values, turnover, added value or other reference and statutory, governmental, state, provincial, local governmental or municipal impositions, duties, contributions, rates and levies (including without limitation social security contributions, retirement fund contributions, housing provident fund and any other payroll taxes), whenever and wherever imposed (whether imposed by way of a withholding or deduction for or on account of tax or otherwise) and in respect of any Person and all penalties, charges, costs and interests relating thereto
“Tax Authority”	any taxing or other authority competent to impose any liability in respect of Taxation or responsible for the administration, collection, or administration and collection of Taxation or enforcement of any Law in relation to Taxation
“Warranties”	the representations and warranties of the Vendor set out in Schedule 2

1.2 Rules of Interpretation

- (a) Clause, Schedule and Paragraph headings shall not affect the interpretation of this Agreement.

- (b) References to Clauses and Schedules are to the clauses of and Schedules to this Agreement and references to Paragraphs are to paragraphs of the relevant Schedule.
 - (c) The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.
 - (d) Unless the context otherwise requires, words in the singular shall include the plural and the plural shall include the singular. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
 - (e) A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
 - (f) This Agreement shall be binding on and enure to the benefit of, the Parties and their respective successors and permitted assigns, and references to a Party shall include that Party's successors and permitted assigns.
 - (g) A reference to a holding company or a subsidiary means a holding company or a subsidiary (as the case may be) as defined in the Companies Ordinance.
- 1.3 Notwithstanding anything herein contained in this Agreement, all warranties, representations, indemnities, covenants, agreements and obligations given or entered into by the Vendor are given or entered into jointly and severally.

2. SALE AND PURCHASE OF SALE SHARES

- 2.1 Subject to the terms and conditions of this Agreement, the Vendor shall, as beneficial owner of the Sale Shares, sell, transfer and assign and the Purchaser shall purchase the Sale Shares, free from all Encumbrances and together with all rights, benefits and advantages attaching thereto as of and including the Completion Date and thereafter (the "**Transaction**").
- 2.2 The Parties shall not be obliged to complete the sale and purchase of the Sale Shares unless the sale and purchase of all the Sale Shares are completed simultaneously.

3. CONSIDERATION AND PAYMENT

- 3.1 The Consideration for the Sale Shares shall be HK\$ 157,500,000 (representing a purchase price of approximately HK\$ 0.167 per Sale Share).
- 3.2 The Parties acknowledge that the Deposit in the amount of HK\$5,000,000 has been paid by the Purchaser to the Vendor, such Deposit to be credited towards and form part of the Consideration payable at Completion.
- 3.3 The Purchaser shall pay the balance of the Consideration net of the Deposit (i.e. HK\$ 152,500,000) to the Vendor in cash in accordance with Clause 5.3 by electronic transfer of immediately available funds to the Vendor's bank account below (or such

other bank account designated by the Vendor and notified to the Purchaser by reasonable prior notice in writing):

Beneficiary Bank : Industrial And Commercial Bank of China (Asia) Limited
SWIFT : UBHKHKHH
Account No. : 861 512085684
Account name : RBC Venture Limited
Bank address : 33/F, ICBC Tower, 3 Garden Road, Central, Hong Kong

- 3.4 The Parties agree that the Deposit is non-refundable unless prior to the Completion Date (i) the auditors of the Target Company issues an audit report with a disclaimer on opinion or with an adverse opinion for the year 2025; (ii) the shares of the Target Company have been suspended from trading for a continuous period of two weeks or more as instructed by the Stock Exchange; or (iii) the due diligence reveals material discrepancies from publicly disclosed information (such as discrepancies of 20% or more in key financial statement items like revenue or net assets).

4. CONDITIONS PRECEDENT

- 4.1 Completion is conditional upon each and all of the following conditions (the “**Completion Conditions**”) being fulfilled or waived in writing (as the case may be):

- (a) no decision, order or judgment having been issued or made by any Governmental Body in Hong Kong or other jurisdictions at any time prior to the Completion Date that has the effect of making unlawful or otherwise prohibiting or restricting the transfer of the Sale Shares to the Purchaser;
- (b) all other necessary consents (save for bank consents), waivers, filings and approvals from any Governmental Body or third party required for the entering into or the performance of this Agreement and the making of the Offer (as defined below) by each Party or its Group members having been obtained;
- (c) all of the Warranties being true, correct, complete, accurate and not misleading in all respects;
- (d) the Vendor having in all material aspects complied with the obligations and otherwise having performed in all material aspects of the covenants and agreements under this Agreement; and
- (e) the Target Company not having been delisted and the trading of the Shares not having been suspended for 10 or more consecutive trading days and the Target Company not currently being investigated by the Stock Exchange and/or the Securities and Futures Commission (save for any suspension of trading due to the execution of this Agreement or the transactions contemplated thereunder or relevant matters in relation to the vetting of announcement, circular or other documents by the Securities and Futures Commission and/or the Stock Exchange before publication).

The Parties agree to use reasonable endeavours to satisfy the Completion Conditions above. Completion Conditions listed in (a) and (b) above are not waivable by both of

the Parties. The Completion Conditions listed in (c), (d) and (e) above may be waived by the Purchaser.

- 4.2 Unless otherwise agreed in writing by the Parties, if any of the Completion Conditions in Clause 4.1 is not satisfied or waived (as the case may be) on or before the Long Stop Date, this Agreement shall cease and terminate automatically whereupon all obligations and liabilities of the Parties hereunder shall (save for Clauses 11.5, 11.6, 11.7 and 11.15) cease and determine and no Party shall have any claim against the other Party for costs, compensation, damages or otherwise, save for any antecedent breach.

5. COMPLETION

5.1 Date and Place

Subject to Clause 4.1, Completion shall take place at the offices of the Vendor in Hong Kong at 11:00 am (or at such other place and/or time as the Parties may agree in writing) on the Completion Date.

5.2 Vendor's Obligations on Completion

On Completion Date, the Vendor shall deliver or procure to be delivered to the Purchaser all, but not some, of the following:

- (a) sold note(s) regarding the transfer of the Sale Shares, withdrawal instruction to Fortune (HK) Securities Limited and standard form of transfers duly executed by the Vendor;
- (b) bought/sold note settlement instruction form(s) of Fortune (HK) Securities Limited duly executed by the Vendor to effect a "delivery versus payment" book-entry settlement and delivery of the relevant Sale Shares in accordance with this Agreement and the General Rules and the Operational Procedures of the CCASS to the credit of the stock account(s) of the CCASS participant of the Purchaser or their respective nominee(s), where details of such stock account(s) shall be notified by the Purchaser to the Vendor in writing three (3) Business Days before the Completion Date;
- (c) all such documents, forms or certificates required for the transfer of the Sale Shares;
- (d) a copy of the executed board resolutions of the Target Company:
 - (i) approving this Agreement and the transactions contemplated hereunder (*i.e.* the transfer of the Sale Shares to the Purchaser) and authorizing a person or persons to execute the same (with seal, where appropriate) for and on its behalf;
 - (ii) approving the registration of the Purchaser as the holder of the Sale Shares in the branch share register of the Target Company or the direction of the branch share registrar of the Target Company of the same;

- (iii) the issuance of a new share certificate in the name of the Purchaser in respect of the Sale Shares; and
 - (iv) such other documents as may be required to give a good and effective transfer of title to the Sale Shares to the Purchaser and to enable the Purchaser to become the registered and beneficial holder thereof free from all Encumbrances in accordance with Clause 2.1;
- (e) (where applicable) the cancellations of the share certificate(s) issued in the name of the Vendor in respect of the Sale Shares; and
- (f) (if required by the Purchaser) causing such persons as the Purchaser may nominate to validly appoint (by procuring the necessary board resolutions to be duly passed by the Completion Date approving the same) as directors of the Target Company, subject to their being acceptable by 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 directors of any members of the Group with effect from the Completion Date.

5.3 Purchaser's Obligations on Completion

- (a) Against compliance by the Vendor with Clause 5.2, the Purchaser shall deliver or procure to be delivered to the Vendor all, but not some, of the following:
 - (i) standard form of transfer and bought and sold notes in respect of the Sale Shares duly completed and signed by the Purchaser; and
 - (ii) a copy of the executed board resolutions of the Purchaser approving this Agreement and the transactions contemplated hereunder and the authorisation of the signatory of this Agreement to sign this Agreement for and on behalf of the Purchaser; and
 - (b) Against compliance by the Vendor with Clause 5.2, the Purchaser shall pay the balance of the Consideration net of the Deposit to the Vendor pursuant to Clause 3.1, 3.2 and 3.3.
- 5.4 The Vendor hereby agrees and undertakes to take all such actions and sign all such documents as the Purchaser may reasonably require upon Completion to enter the name and details of the Purchaser as the registered holder of the Sale Shares into the branch share register of the Target Company.
- 5.5 The Purchaser shall promptly procure the stamping of the relevant transfer documents of the Sale Shares within the time limit prescribed under the Stamp Duty Ordinance (Chapter 117 of the Laws of Hong Kong) or any applicable laws to avoid any penalty.
- 5.6 If the Vendor breaches any obligation under Clause 5.2, and that breach results in Completion not occurring in full compliance with Clauses 5.1, 5.2 and 5.3, without prejudice to any other right or remedy available to the Purchaser, the Purchaser shall be entitled, but not obliged, to:

- (a) terminate this Agreement by written notice to the Vendor, in which event the Parties shall forthwith take all actions necessary to reverse any action taken pursuant to Clauses 5.1, 5.2 and 5.3;
- (b) proceed to Completion on the Completion Date as far as practicable without prejudice to the Purchaser's right to the extent that the Vendor shall not have complied with its obligation hereunder; or
- (c) defer Completion to a day in the period between ten (10) and twenty (20) Business Days after the original date fixed for Completion in accordance with Clause 5.1, in which case the provisions of Clauses 5.2 and 5.3 shall apply to Completion as so deferred. If on such new date the Vendor breaches any of its obligations as referred to under Clause 5.2 and this breach results in Completion not occurring in full compliance with Clauses 5.1, 5.2 and 5.3, the Purchaser shall be entitled to terminate this Agreement by written notice to the Vendor, in which event the Parties shall forthwith take all actions necessary to reverse any action taken pursuant to Clauses 5.2 and 5.3.

5.7 The Purchaser's right of termination under this Clause 5.6 including the exercise of such right shall be in addition and without prejudice to any other rights and remedies available to it under or otherwise in connection with this Agreement and under applicable laws.

6. OFFER

6.1 The Purchaser undertakes to the Vendor, following and subject to Completion, to comply with its obligations under the Takeovers Code, and in particular to make or procure the making of an unconditional cash offer ("**Offer**") for the Shares (other than the Sale Shares and any other Shares owned or agreed to be acquired by the Purchaser or party acting in concert with it) ("**Offer Shares**"), and shall use all reasonable endeavours to procure that the Offer Document be despatched by or on behalf of the Purchaser as soon as is reasonably practicable after the announcement of the terms thereof and within the time limit required by the Executive and the Takeovers Code (or such later date as may be approved by the Executive), and the Vendor shall use all reasonable endeavours to procure the Target Company to dispatch the Offer Document containing such information regarding the Offer and as required by the SFC, the Takeovers Code, the Executive, the Listing Rules and the Stock Exchange, to the Shareholders whose names appear on the branch register of members of the Target Company on the date of the Offer Document and otherwise on such terms as the Purchaser may see fit but so that the Offer and the Offer Document shall comply in all respects with the requirements of the Takeovers Code.

6.2 The Vendor undertakes to the Purchaser to use all reasonable endeavours to procure that the Target Company and its directors comply with their respective obligations under the Takeovers Code (including but not limited to take all action necessary and provide all information and assistance reasonably required by the Purchaser (or its financial adviser or legal advisers) to prepare the Offer Document in accordance with Clause 6.1), and shall undertake to ensure that the Offer Document contains all such matters and information as are appropriate or necessary for an offeree circular for the purposes of the Takeovers Code. The Parties hereby agree that the Vendor shall use all

reasonable endeavours to procure the Target Company to agree that the Purchaser's financial adviser or legal adviser shall prepare the announcement and the Offer Document and to obtain clearance of such announcement and the Offer Document with the SFC and the Stock Exchange. The Vendor and the Purchaser shall take, and the Vendor shall use all reasonable endeavours to procure the Target Company to take, all action necessary and provide all information and assistance reasonably required by the agent of the Purchaser for such purposes.

6.3 The Purchaser shall, conditional upon Completion, make or procure the making of the Offer on the following principal terms and conditions:

- (a) the Purchaser shall pay to holders of Offer Shares the sum of at least HK\$ 0.167 per Offer Share in cash for each Offer Share accepted under the Offer and on such terms as are required under the Takeovers Code (subject to any such modification, waiver or extension as may be granted by the Executive); and
- (b) seller's ad valorem stamp duty shall be payable by accepting holders of Offer Shares and shall be deducted from the consideration payable on acceptance of the relevant Offer.

7. RESTRICTION ON ANNOUNCEMENTS

7.1 Each of the Parties undertake to the other that it will not, at any time after the date of this Agreement, divulge or communicate to any person other than to its professional advisers, or when required by law or any rule of any relevant stock exchange body, or to its respective officers or employees whose province it is to know the same any confidential information concerning the business, accounts, finance or contractual arrangements or other dealings, transactions or affairs of any of the others which may be within or may come to its knowledge and it shall use its best endeavours to prevent the publication or disclosure of any such confidential information concerning such matters.

7.2 No public announcement or communication of any kind shall be made in respect of the subject matter of this Agreement unless specifically agreed between the Parties or unless an announcement is required pursuant to the applicable law and the regulations or the requirements of the Stock Exchange, SFC or any other regulatory body or competent authority. Any announcement by any party hereto required to be made pursuant to any relevant law or regulation or the requirements of the relevant stock exchange or any other regulatory body or competent authority shall be issued only after such prior consultation with the other party as is reasonably practicable in the circumstances. For the avoidance of doubt, the Parties hereto agree and consent that announcement(s), a circular and the Offer Document will be made by the Target Company in respect of this Agreement and the transactions contemplated hereunder.

8. WARRANTIES

8.1 Warranties by Purchaser

The Purchaser hereby represents and warrants to the Vendor that:-

- (a) it has the requisite power and authority to enter into and perform this Agreement and the documents referred to in it to which the Purchaser is a party, and they constitute valid, legal and binding obligations on the Purchaser in accordance with their respective terms; and
- (b) the execution and performance by the Purchaser of this Agreement and the documents referred to in it to which the Purchaser is a party will not breach or constitute a default under its constitutional documents, or any agreement, instrument, order, judgment or other restriction which binds the Purchaser.

8.2 Warranties by the Vendor

The Vendor hereby represents and warrants to the Purchaser in the terms set out in Schedule 2 on the date hereof and on each day after the date of this Agreement up to and including the Completion Date as if made on and as at each of those dates.

8.3 Induced by and relied on warranties

The Vendor acknowledges that the Purchaser is entering into this Agreement in reliance upon, *inter alia*, the Warranties and was induced by the same to enter into this Agreement and that the Purchaser shall be entitled to treat the same as conditions of this Agreement.

8.4 Warranties Separate and Independent

Each of the Warranties shall be separate and independent and shall not be limited by reference to any other provision of this Agreement.

9. LIABILITY OF THE VENDOR

9.1 Fraud

Nothing in this Agreement shall limit any liability of the Vendor in the event of fraud, fraudulent misrepresentation, and wilful misconduct on the part of such Vendor or any of its representatives.

9.2 Due Diligence

Any rights of the Purchaser arising under this Agreement or under laws shall not be limited, reduced or otherwise adversely affected by the due diligence investigation or by any other investigation or review conducted by the members of the Purchaser's Group, their professional legal, financial and other advisors, and other representatives before the date of this Agreement nor by any actual, prior knowledge of the Purchaser, their professional legal, and financial advisors, or other representatives, as of such date, of any breach or violation of the Vendor's Warranties nor by any approval of financial reports or similar documents by the Purchaser at any time after Completion.

10. INDEMNITIES

The Vendor shall indemnify the Purchaser against direct losses actually suffered or incurred by the Purchaser to the extent arising from:

(a) any breach of the Warranties, provided that such Warranties are given subject to the Vendor's knowledge, awareness or materiality qualifiers as expressly set out in this Agreement; and

(b) any material breach by the Vendor of its covenants or obligations under this Agreement.

11. MISCELLANEOUS

11.1 Entire Agreement

This Agreement (together with any documents referred to herein) embodies all the terms and conditions agreed upon between the Parties as to the subject matter of this Agreement and supersedes and cancels in all respects all previous understandings, negotiations, agreements and undertakings, if any, between the Parties with respect to the subject matter hereof, whether such be written or oral.

11.2 Continuing Effect of Agreement

All provisions of this Agreement shall not, so far as they have not been performed at the Completion, be in any respect extinguished or affected by the Completion or by any other event or matter whatsoever and shall continue in full force and effect so far as they are capable of being performed or observed.

11.3 Time of Essence

Any time, date or period mentioned in any provision of this Agreement may be extended by mutual agreement between the Parties in accordance with this Agreement or by agreement in writing but as regards any time, date or period originally fixed or any time, date or period so extended as aforesaid time shall be of the essence.

11.4 Further Assurance

At any time after the date of this Agreement, each Party shall, and shall use reasonable endeavours to procure that any necessary third party shall, execute such documents and do such acts and things as the other Parties may reasonably require for the purpose of giving to such other Parties the full benefit of all the provisions of this Agreement.

11.5 Costs and Expenses

Each Party shall be responsible for all its expenses relating to the preparation, negotiation and execution of this Agreement. All stamp duties and other similar duties and taxes payable on the transfer of the Sale Shares under this Agreement shall be borne by the Purchaser and the Vendor in equal shares.

11.6 Confidentiality

(a) The Parties recognise that each Party has a legitimate interest in maintaining confidentiality regarding this Agreement, the subject matter of this Agreement

or any other agreements, documents or transactions referred to or contemplated herein and all trade secrets, confidential and/or proprietary knowledge or information of that Party or its Group members which the other Party may receive or obtain as a result of entering into or performing its obligations under this Agreement (collectively, “**Confidential Information**”).

- (b) Each Party:
- (i) agrees that it shall keep the Confidential Information received or obtained from the other Party in the strictest confidence;
 - (ii) agrees that it shall not divulge, communicate to any Person (other than those whose province it is to know the same or with proper authority on the basis set out in Clause 11.6(c) below) or use or exploit for any purpose whatsoever any of the Confidential Information received or obtained from the other Party;
 - (iii) undertakes to restrict access to the Confidential Information received or obtained from the other Parties to its affiliates, officers, employees, bankers and professional advisers on a need-to-know basis only; and
 - (iv) undertakes that it shall not make any announcement relating to this Agreement, the subject matter contained herein and the fact of entering into this Agreement without the prior written consent of the other Party and each Party shall prevent its employees, agents or professional advisers (if any) from so doing, except if announcement is required to be made under laws, rules and regulations or any judicial order or decree. Any such announcement shall be made in the manner and on terms agreed between the Parties.
- (c) The restrictions contained in this Clause in relation to the Confidential Information received or obtained from the other Party shall not apply to any of the following information:
- (i) any information which becomes generally known to the public, other than by reason of any wilful or negligent act or omission of any Party or any of their employees;
 - (ii) any information which is, at the time of disclosure, legally in the possession of the Party to which such information is to be furnished; and
 - (iii) any information which is required to be disclosed pursuant to any applicable legal requirement or legal process issued by any court or any competent government or regulatory authority or rules or regulations of any relevant regulatory body including the rules promulgated by any stock exchange in any jurisdiction.

11.7 Notice

Any notice given to a Party under or in connection with this Agreement shall be deemed duly served if left at or sent by post or email or fax to the intended recipient at its address or email address or fax number set out below (or to such other address or email address or fax number as such Party may from time to time notify the other Parties). Any such notice shall be deemed to be served at the time when the same is handed to or left at the address of the intended recipient and if served by post on the third (3rd) Business Day following the day of posting and if sent by email or fax at the time of transmission (provided that in the case of fax, a transmission report indicating that the communication has been sent in full shall have been received by the sender).

Purchaser

Address: 4th Floor, Harbour Place, 103 South Church Street, P.O. Box 10240,
Grand Cayman, KY1-1002, Cayman Islands
Email address: pengwz@chengtungroup.com
Attention: Weizhen Peng

Vendor

Address: 9-03-01, Jalan Ahmd Nor, Pusat Perdagangan Nova, 11600 Jelutong
Penang, Malaysia
Email address: sslow1950@gmail.com
Attention: Low Seah Sun

11.8 **Third Party Rights**

A Person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong) to enforce or to enjoy the benefit of any term of this Agreement.

11.9 **Counterparts**

This Agreement may be signed in any number of counterparts, all of which taken together shall constitute one and the same instrument. Any Party may enter into this Agreement by signing any such counterpart.

11.10 **Variation**

No variation of this Agreement shall be effective unless it is written and signed by or on behalf of a duly authorised representative of each of the Parties hereto.

11.11 **Waiver**

The failure by any of the Parties at any time to exercise any right (including the right of rescission), any delay on its part in exercising, any right or remedy under this Agreement or to require performance by the other Parties or to claim a breach of any term of this Agreement shall not be deemed to be a waiver of such or any other rights or remedies available to it, nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or

remedy. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

11.12 **Severability**

If any provision of this Agreement shall be held to be illegal or unenforceable, such provision shall be deemed not to form part of this Agreement but the remaining provisions of this Agreement shall continue in full force and effect.

11.13 **No Assignment**

A Party must not assign or otherwise deal with its rights under this Agreement or allow any interest in them to arise or be varied, in each case without the written consent of the other Party. That consent must not be unreasonably withheld or delayed.

11.14 **Termination**

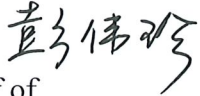
- (a) This Agreement can only be terminated:
 - (i) in accordance with Clauses 4.2 and 5.6; and
 - (ii) upon mutual agreement by the Parties in writing.
- (b) The Purchaser's right to terminate this Agreement, including the exercise thereof, will be in addition and without prejudice to (i) any other rights that Purchaser has accrued and (ii) any other rights and remedies available to the Purchaser under or otherwise in connection with this Agreement and under laws.
- (c) Clauses 11.5, 11.6, 11.7 and 11.15 will survive any termination of this Agreement.

11.15 **Governing Law and Dispute Resolution**

- (a) This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of Hong Kong.
- (b) Any action based upon, arising out of or related to this Agreement or the transactions contemplated hereby shall be finally resolved through arbitration. The arbitration shall be administered by the Hong Kong International Arbitration Centre (the "HKIAC") in accordance with the Arbitration Rules of the HKIAC in force at the date of commencement of the arbitration. The seat of arbitration shall be Hong Kong, and the arbitration shall be conducted in English.

IN WITNESS WHEREOF this Agreement has been entered into on the date stated at the beginning of this Agreement.

Purchaser

Signed by )
for and on behalf of)
Aureole Halo Limited)
in the presence of:)



Name of Witness:

IN WITNESS WHEREOF this Agreement has been entered into on the date stated at the beginning of this Agreement.

Vendor

Signed by LOW SEAH SUN)
)
for and on behalf of)
RBC Venture Limited)
in the presence of:)

A handwritten signature in black ink, appearing to be 'a/h', written diagonally across the right side of the signature line.A handwritten signature in black ink, appearing to be 'K. L.', written below the witness line.

Name of Witness: SEAH PEET HWAH

SCHEDULE 1
PARTICULARS OF THE TARGET COMPANY

Name:	Rimbaco Group Global Limited
Registration number:	HL-348714
Place of incorporation:	Cayman Islands
Registered office:	Windward 3, Regatta Office Park, PO Box 1350, Grand Cayman KY1-1108, Cayman Islands
Principal place of business in Hong Kong	Suite 2702, 27/F., Shui On Centre, 6–8 Harbour Road, Wanchai, Hong Kong
Issued shares	1,260,000,000 ordinary shares
Directors:	<u>Executive Directors</u> Mr. Low Seah Sun Mr. Low Wui Linn Ms. Seah Peet Hwah Mr. Cheang Wye Keong Mr. Lau Ah Cheng <u>Non-executive Director</u> Mr. Tong Kai Tak <u>Independent Non-executive Directors</u> Mr. Ng Kok Seng Mr. Wong Chi Wai Ms. Yeo Chew Yen Mary
Financial year end date:	31 October
Secretary:	Ms. Lam Yuen Ling Eva
Auditor:	SHINEWING (HK) CPA Limited

SCHEDULE 2
REPRESENTATIONS AND WARRANTIES

In this Schedule, to the extent applicable, reference to the Target Company shall mean any member of the Target Group.

1. OWNERSHIP OF THE SALE SHARES, AUTHORITY AND CORPORATE ACTION

1.1 The Vendor has the requisite power and authority to enter into and perform this Agreement and the documents referred to in it to which it is a party, and they constitute valid, legal and binding obligations on the Vendor in accordance with their respective terms.

1.2 The execution and performance by the Vendor of this Agreement and the documents referred to in it to which the Vendor is a party will not breach or constitute a default under its constitutional documents, or any agreement, instrument, order, judgment or other restriction which binds the Vendor.

1.3 From 30 January 2026 up to and including the Completion Date, no member of the Target Group has allotted, transferred, encumbered or otherwise dealt with any shares or securities, declared or paid any dividend or distribution, or paid any fees, bonuses or other remuneration to any related party or connected person, or transferred or disposed of any asset or waived any debt or receivable, in each case otherwise than on arm's length terms in the ordinary and usual course of business and in compliance with all applicable laws, the constitutional documents of the relevant entity and, where applicable, the Listing Rules.

1.4 All dividend distributions made by any member of the Target Group have been effected in compliance with all applicable laws, the constitutional documents of the relevant entity and, in respect of the Target Company, the Listing Rules and all other applicable Hong Kong regulatory requirements, and all requisite approvals and resolutions have been duly obtained and passed in connection therewith.

1.5 No insolvency proceedings have been commenced or applied for nor has any receiver or receiver and manager, liquidator or statutory manager been appointed in respect of the Vendor or in respect of the whole or any part of the assets or undertaking of the Vendor.

2. CORPORATE INFORMATION OF THE TARGET GROUP

2.1 The Target Company validly exists and is a legal entity duly incorporated under the laws of its jurisdiction of incorporation or organisation as applicable.

2.2 The Sale Shares constitute 75% of the allotted and issued share capital of the Target Company and are fully paid, or credited as fully paid.

2.3 The Vendor is the sole beneficial owner of the Sale Shares and is entitled to sell, transfer, deliver and dispose of the beneficial title to the Sale Shares to the Purchaser free from all Encumbrances, without the consent of any other Person.

- 2.4 No Encumbrance has been granted to any Person or otherwise exists affecting the Sale Shares or any unissued shares, debentures or other unissued securities of the Target Company, and no commitment to create any such Encumbrance has been given, nor has any Person claimed any such rights.
- 2.5 All previous allotments, issuances and transfers of shares or other securities of any member of the Target Group have been duly effected in accordance with all applicable laws and the constitutional documents of the relevant entity, all consideration payable in respect thereof has been duly paid, and all requisite approvals, filings and notifications have been duly obtained or made and remain valid and subsisting as at the date of this Agreement.
- 2.6 Save as Disclosed, the Target Company does not own or control, directly or indirectly, any interest in any other entity, branch or subsidiary. Any former subsidiary that has been dissolved or wound up was done so in full compliance with all applicable laws and constitutional documents, with all requisite approvals and filings duly obtained or made, and there are no outstanding liabilities, claims or other unresolved matters in respect thereof.
- 2.7 No winding-up, bankruptcy, insolvency, compromise or arrangement proceedings have been commenced or threatened against any member of the Target Group, and no enforcement measures have been initiated or applied for with respect to the Sale Shares or any assets of the Target Company. No events have occurred which would justify such proceedings under any applicable law.
- 2.8 Neither the Vendor nor any member of the Target Group is aware of any pending, threatened or anticipated litigation, arbitration, administrative proceeding, governmental investigation or enforcement action against any member of the Target Group or any of its directors, officers or employees. There are no facts or circumstances which are likely to give rise to any such proceedings or claims.
- 2.9 Team Salute Sdn. Bhd. is not currently engaged in any business operations, and with effect from the expiry of its Construction Industry Development Board (“CIDB”) contractor registration certificate, it has not undertaken, carried out, tendered for or otherwise participated in any construction activities, projects or works of a nature requiring a valid and subsisting CIDB contractor registration or any other licence, permit or authorisation issued by the CIDB or any other relevant Governmental Body, nor has it held itself out as being so registered or authorised.

3. **INFORMATION**

- 3.1 The particulars set out in Schedule 1 are true, accurate and complete.
- 3.2 All information given by or on behalf of the Vendor to the Purchaser (or its agents or advisers) in the course of the negotiations leading up to this Agreement, whether verbally or in writing, was when given, and is up to the Completion Date, true, accurate and complete in all material respects.

4. **ENCUMBRANCES**

Other than those Encumbrances previously disclosed by or on behalf of the Vendor to the Purchaser (or its agents or advisers) prior to the date of this Agreement, all charges, mortgages, debentures and other Encumbrances registered or recorded against any member of the Target Group have been fully, unconditionally and irrevocably discharged, released and cancelled, and that evidence of such discharge, release and cancellation (including, where applicable, the relevant instrument of release or satisfaction) has been duly filed with and acknowledged by the relevant Governmental Body.

5. **COMPLIANCE AND CONSENTS**

5.1 Each member of the Target Group has, in all material respects, at all times conducted its business in accordance with, and has acted in compliance with, all applicable laws and regulations, and/or any rules and regulations of any relevant Governmental Body having jurisdiction over any member of the Target Group or its business, assets or operations.

5.2 The listing status of the Target Company on the Stock Exchange shall be maintained and the trading of the Shares have not been suspended for 10 or more consecutive trading days and the Target Company is not currently being investigated by the Stock Exchange and/or the Securities and Futures Commission (save for any suspension of trading due to the execution of this Agreement or the transactions contemplated thereunder or relevant matters in relation to the vetting of announcement, circular or other documents by the Securities and Futures Commission and/or the Stock Exchange before publication).

5.3 Each member of the Target Group holds all licences, permits, consents, approvals and authorisations material to or required for the carrying on of its business as currently conducted (the “**Material Licences**”), all of which are valid and in full force and effect. No member of the Target Group is in breach of or in default under any Material Licence, and there are no facts or circumstances existing or, so far as the Vendor is aware, threatened or anticipated, which might reasonably be expected to give rise to the suspension, revocation, non-renewal or material modification of any Material Licence.

5.4 All financing facilities, credit agreements, loan documents and security documents to which any member of the Target Group is a party or by which any member of the Target Group or any of its assets is bound or affected have been fully and accurately disclosed to the Purchaser prior to the date of this Agreement, and there are no undisclosed indebtedness, contingent liabilities or financial obligations of any member of the Target Group of any nature whatsoever.

6. **TAX MATTERS**

6.1 Save as Disclosed, the Target Company has complied in all material respects with all statutory requirements, orders, provisions, directions or conditions relating to Taxation, maintains and has substantially at all times maintained complete, correct and up to date in all respects, records, documents and invoices for the purposes of such legislation and

has preserved such records, documents and invoices in such form and for such periods as are required by the relevant legislation relating to Taxation.

- 6.2 Insofar as it is aware, the Target Company has duly paid in full without any deduction or withholding, all corporate income tax, capital gains or land appreciation tax, value-added or goods and services tax, business or enterprise tax, withholding tax, stamp duty, transfer, documentary, governmental tax, duty, levy or any form of Taxation which is payable under any applicable law of any relevant jurisdiction.