

DATED THE 6th DAY OF JULY 2023

CLASSIFIED GROUP (HOLDINGS) LIMITED (1)
(the “Company”)

WILTSHIRE GLOBAL LIMITED (2)
(the “Underwriter 1”)

PEYTON GLOBAL LIMITED (3)
(the “Underwriter 2”)

WONG ARNOLD CHI CHIU (4)

AND

PONG KIN YEE (5)

UNDERWRITING AGREEMENT

relating to a Rights Issue of
33,450,000 Rights Shares
at HK\$0.426 per Rights Share payable in full on acceptance
(in the proportion of THREE (3) Rights Share for every TWO (2) CONSOLIDATED Shares
held by Qualifying Shareholders on the Record Date)

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UNDERWRITING AGREEMENT

THIS AGREEMENT is made the 6th day of July 2023

BETWEEN:

- (1) **CLASSIFIED GROUP (HOLDINGS) LIMITED**, a company incorporated under the laws of Cayman Islands and having its registered office at Cricket Square, Hutchins Drive, P.O. Box 2681, Grand Cayman, KY1-1111, Cayman Islands and its principal place of business in Hong Kong at 2/F., Cheung Tak Industrial Building, 30 Wong Chuk Hang Road, Wong Chuk Hang, Hong Kong (the “**Company**”);
- (2) **WILTSHIRE GLOBAL LIMITED**, a company incorporated under the laws of the British Virgin Islands and having its registered office at P.O. Box 957, Offshore Incorporations Centre, Road Town, Tortola, British Virgin Islands (the “**Underwriter 1**”);
- (3) **PEYTON GLOBAL LIMITED**, a company incorporated under the laws of the British Virgin Islands and having its registered office at P.O. Box 957, Offshore Incorporations Centre, Road Town, Tortola, British Virgin Islands (the “**Underwriter 2**”);
- (4) **WONG ARNOLD CHI CHIU**, an individual holding Hong Kong Identity Card number K544308(3) (“**Mr. Wong**”); and
- (5) **PONG KIN YEE**, an individual holding Hong Kong Identity Card number K725585(3) (“**Mr. Pong**”).

WHEREAS:

- (A) As at the date of this Agreement, the Company has an authorised share capital of HK\$8,000,000 divided into 800,000,000 Existing Shares (as defined below) of HK\$0.01 each of which 446,000,000 Shares have been issued and are fully paid or credited as fully paid. All of the issued Shares are currently listed on the GEM of Stock Exchange (as defined below).
- (B) As at the date of this Agreement, the Company has no outstanding convertible securities, options or warrants in issue which confer any right to subscribe for, convert or exchange into Shares.
- (C) The Company proposes to issue by way of rights issue up to 33,450,000 Rights Shares (as defined below) to Qualifying Shareholders (as defined below) on the basis of three (3) Rights Shares for every two (2) Consolidated Shares (as defined below) held on the Record Date (as defined below).
- (D) As at the date of this Agreement, (i) Mr. Wong is the sole beneficial owner of Underwriter 1, which is the registered and beneficial owner of 41,340,000 Existing Shares; and (ii) Mr. Pong is the sole beneficial owner of Underwriter 2, which is the registered and beneficial owner of 68,000,000 Shares. Each of Underwriter 1 and Underwriter 2 has given Irrevocable Undertakings (as defined below) to the Company that the Shares legally and beneficially owned by each of them will remain registered in its/his name from the date of this Agreement up to the Record Date, and Underwriter 1 and Underwriter 2 shall subscribe for all the 3,100,500 and 5,100,000 Rights Shares to be provisionally allotted to them pursuant to the Rights Issue respectively.
- (E) Application will be made by the Company to the GEM Listing Committee for the listing of and permission to deal in the Rights Shares (in their nil-paid and fully-paid forms).
- (F) The Underwriters have agreed to underwrite the Underwritten Shares (as defined below) on the terms and subject to the conditions hereinafter appearing.

IT IS HEREBY AGREED:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions: In this Agreement, including its recitals and schedules, unless the context otherwise requires, the following expressions have the following meanings:

“acting in concert”	has the meaning ascribed thereto under the Takeovers Code;
“Announcement”	the announcement to be made by the Company concerning the Rights Issue;
“associate(s)”	has the meaning ascribed thereto under the GEM Listing Rules;
“Board”	the board of directors of the Company or a duly authorized committee thereof;
“Business Day”	any day (other than a Saturday, Sunday or public holiday or a day on which a typhoon signal no. 8 or above or black rainstorm signal is hoisted or any of the Extreme Conditions is announced in Hong Kong between 9:00 a.m. to 5:00 p.m.) on which licensed banks in Hong Kong are generally open for business throughout their normal business hours;
“CCASS”	the Central Clearing and Settlement System established and operated by HKSCC;
“Circular”	a circular of the Company to be despatched to the Shareholders containing, among other things, (i) further details of the Share Consolidation, the Increase in Authorised Share Capital, the Rights Issue, the Placing Agreement, this Agreement and the Whitewash Waiver; (iii) a letter of recommendations from the Independent Board Committee in respect of the Rights Issue, the Placing Agreement, this Agreement and the Whitewash Waiver; (iv) a letter of advice from the Independent Financial Adviser to the Independent Board Committee and the Independent Shareholders in regard to the aforesaid; (v) other information required under the GEM Listing Rules and the Takeovers Code; and (vi) a notice convening the EGM;
“Company”	Classified Group (Holdings) Limited, a company incorporated in the Cayman Islands with limited liability and the issued Shares of which are listed on GEM;
“Companies Law”	the Companies Act (Revised) of the Cayman Islands;
“Companies Ordinance”	Companies Ordinance (Chapter 622 of the Laws of Hong Kong) as amended, supplemented or otherwise modified from time to time;
“Companies (WUMP) Ordinance”	Companies (Winding Up and Miscellaneous Provisions) Ordinance (Chapter 32 of the Laws of Hong Kong) as amended, supplemented or otherwise modified from time to time;
“Company’s Legal Advisers”	Bird & Bird LLP;
“Compensatory Arrangements”	the arrangements involving the placing of the Unsubscribed Rights Shares, if any, by the Placing Agent in accordance with Rule 10.31(1)(b) of the GEM Listing Rules;

“Conditions”	the conditions precedent as referred to in Clause 2.1;
“connected person(s)”	has the meaning ascribed thereto under the GEM Listing Rules;
“Consolidated Share(s)”	the ordinary share(s) of par value of HK\$0.2 each in the share capital of the Company immediately after the Share Consolidation becoming effective;
“Constitution”	means, in relation to a corporation, the memorandum and articles of association, charter, bye-laws, memorandum or other document constituting or defining the constitution of that corporation or governing the activities or conduct of that corporation and its members;
“Controlling Shareholder(s)”	has the meaning ascribed thereto under the GEM Listing Rules;
“Directors”	the directors of the Company;
“EGM”	the extraordinary general meeting of the Company to be convened to consider and, if thought fit, approve, among other things, the Share Consolidation, the Increase in Authorised Share Capital, the Rights Issue, the Placing Agreement, this Agreement and the transactions contemplated thereunder and the Whitewash Waiver
“Executive”	the Executive Director of the Corporate Finance Division of the SFC or any of his delegate(s)
“Existing Share(s)”	the ordinary share(s) of par value of HK\$0.01 each in the share capital of the Company before the Share Consolidation becoming effective;
“Extreme Conditions”	extreme conditions including but not limited to serious disruption of public transport services, extensive flooding, major landslides or large-scale power outage after super typhoons as announced by the government of Hong Kong;
“GEM”	GEM operated by the Stock Exchange;
“GEM Listing Committee”	has the meaning ascribed thereto under the GEM Listing Rules;
“GEM Listing Rules”	the Rules Governing the Listing of Securities on GEM;
“Group”	the Company and its subsidiaries;
“HKSCC”	Hong Kong Securities Clearing Company Limited;
“Hong Kong”	the Hong Kong Special Administrative Region of the People’s Republic of China;
“Independent Board Committee”	the independent board committee of the Company comprising all independent non-executive Directors, which will be established to advise the Independent Shareholders on the Rights Issue, this Agreement, the Placing Agreement and the Whitewash Waiver

“Independent Financial Adviser”	Red Sun Capital Limited, a corporation licensed by the Securities and Futures Commission to conduct Type 1 (dealing in securities) and Type 6 (advising on corporate finance) regulated activities under the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong), and the independent financial adviser to the Independent Board Committee and the Independent Shareholders
“Independent Shareholder(s)”	the Shareholder(s) other than: (i) the Underwriters and their respective associates; (ii) any parties acting in concert with the Underwriters; (iii) the Directors (excluding the independent non-executive Directors) and chief executive of the Company and their respective associates; and (iv) those who are involved in or interested in the Rights Issue, the Placing Agreement, this Agreement or the Whitewash Waiver, including but not limited to the Underwriters and parties acting in concert with any of them
“Independent Third Party(ies)”	any individual(s) or company(ies) not being connected persons (as defined under the GEM Listing Rules) of the Company, independent of the Company and its connected persons and not connected with any of them or their respective associate(s);
“Increase in Authorised Share Capital”	the proposed increase in the authorised share capital of the Company from HK\$8,000,000 divided into 800,000,000 Existing Shares to HK\$40,000,000 divided into 4,000,000,000 Existing Shares (or 200,000,000 Consolidated Shares after the Share Consolidation becoming effective)
“Irrevocable Undertakings”	the irrevocable undertakings given by the Undertaking Shareholders to the Company dated the same date of this Agreement, pursuant to which each of the Undertaking Shareholders undertakes to subscribe for its full entitlement under the Rights Issue;
“Latest Placing Time”	4:00 p.m. on Thursday, 14 September 2023 or such later date and time as the Company may announce, being the latest date and time for the Placing Agent to effect the Compensatory Arrangements;
“Latest Time for Acceptance”	4:00 p.m. on Wednesday, 6 September 2023 or such other time as may be agreed between the Company and the Underwriters;
“Latest Time for Termination”	4:00 p.m. on Friday, 15 September 2023, or such other time as may be agreed between the Company and the Underwriters in writing;
“Non-Qualifying Shareholders”	those Overseas Shareholder(s) whom the Directors, after making relevant enquiry as required under the GEM Listing Rules, consider their exclusion from the Rights Issue to be necessary or expedient on account of either the legal restrictions under the law of the relevant place or the requirements of the relevant regulatory body or stock exchange in that place;
“NQS Unsold Rights Share(s)”	the Rights Share(s) which would otherwise has/have been provisionally allotted to the Non-Qualifying Shareholder(s) in nil-paid form that has/have not been sold by the Company;
“Overseas Shareholder(s)”	shareholder(s) whose name(s) appear(s) on the register of members of the Company on the Record Date and whose registered address(es) on that date is/are in (a) place(s) outside Hong Kong;

“PAL(s)”	the renounceable provisional allotment letter(s) to be issued to the Qualifying Shareholders in connection with the Rights Issue in the agreed form;
“Parties”	the named parties to this Agreement and their respective successors and permitted assignees, and “Party” means each of them;
“Placee(s)”	professional, institutional or other investor(s), who and whose ultimate beneficial owner(s) shall not be a Shareholder and shall be Independent Third Party(ies) and not acting in concert with the Underwriters and their respective concert parties (including Mr. Wong, Mr. Pong) and/or any of the Company’s connected persons procured by the Placing Agent and/or its sub-placing agent(s) to subscribe for any of the Unsubscribed Rights Shares pursuant to the Placing Agreement;
“Placing”	the offer by way of private placing of the Unsubscribed Rights Shares by the Placing Agent to the Placees on the terms and subject to the conditions of the Placing Agreement under the Compensatory Arrangements;
“Placing Agent”	Aristo Securities Limited, a corporation licensed to carry on type 1 (dealing in securities) regulated activity under the Securities and Futures Ordinance (Chapter 571 of the laws of Hong Kong);
“Placing Agreement”	the placing agreement dated 6 July 2023 and entered into between the Company and the Placing Agent in relation to the Placing on a best effort basis;
“Prospectus”	the prospectus (including any supplementary prospectus, if any) to be despatched to the Qualifying Shareholders (and the Non-Qualifying Shareholder(s) for information only) in connection with the Rights Issue;
“Prospectus Documents”	the Prospectus and PAL(s);
“Prospectus Posting Date”	Wednesday, 23 August 2023 or such other date as the Underwriters may agree in writing with the Company;
“Public Float Requirement”	the public float requirement under Rule 11.23 of the GEM Listing Rules;
“Qualifying Shareholders”	Shareholders whose names appear on the register of members of the Company on the Record Date except for the Non-Qualifying Shareholders;
“Record Date”	Tuesday, 22 August 2023, or such other date as may be agreed between the Company and the Underwriters for determining entitlement to the Rights Issue;
“Rights Issue”	the proposed issue of Rights Shares on the basis of three (3) Rights Share for every two (2) Consolidated Shares held on the Record Date at the Subscription Price on the terms set out in this Agreement and the Prospectus Documents;

“Rights Shares”	33,450,000 new Shares proposed to be offered to the Qualifying Shareholders by way of Rights Issue for subscription on the terms set out in this Agreement and the Prospectus Documents;
“Scaling-down”	the scale-down mechanisms of the Rights Issue as determined by the Company to which any application for the Rights Shares, whether under the PALs, or by transferees of the nil-paid Rights shall be subject to ensure that no application for the Rights Shares or the allotment thereof by the Company shall be at such level which may result in the failure to comply with the Public Float Requirement on the part of the Company;
“Scale-down PAL Shares”	such number of Rights Shares applied for under the PAL(s) which would, if allotted by the Company, result in the failure to comply with the Public Float Requirement on the part of the Company;
“SFC”	the Securities and Futures Commission of Hong Kong;
“Share(s)”	the Existing Share(s) and/or the Consolidated Share(s), as the case may be
“Share Consolidation”	the consolidation of every twenty (20) issued and unissued Existing Shares of HK\$0.01 each into one (1) Consolidated Share of HK\$0.2 each
“Shareholders”	holder(s) of the issued Share(s);
“Shareholders’ Loans”	the amount due from the Group to Mr. Wong and Mr. Pong from time to time, which amounted to approximately HK\$4.9 million and HK\$5.9 million respectively as at the date of this Agreement;
“Specified Event”	an event occurring or matter arising on or after the date hereof and prior to the Latest Time for Termination which if it had occurred or arisen before the date hereof would have rendered any of the Warranties untrue or incorrect in any material respect;
“Stock Exchange”	The Stock Exchange of Hong Kong Limited;
“Subscription Price”	the subscription price of HK\$0.426 per Rights Share under the Rights Issue;
“substantial shareholder(s)”	has the same meaning ascribed thereto under the GEM Listing Rules;
“Takeovers Code”	The Hong Kong Code on Takeovers and Mergers;
“Undertaking Shareholders”	include Underwriter 1 and Underwriter 2;
“Underwriters”	Underwriter 1 and Underwriter 2, each an “Underwriter” ;
“Underwritten Shares”	up to aggregate of 25,249,500 Rights Shares to be underwritten by the Underwriters <i>pro rata</i> to their respective shareholding in the Company as at the date of this Agreement on a fully underwritten basis pursuant to the terms and conditions of this Agreement;

“Unsubscribed Rights Shares”	those Rights Shares that are not subscribed by the Qualifying Shareholders and the NQS Unsold Rights Shares;
“Untaken Rights Shares”	all the Unsubscribed Rights Shares that are not placed by the Placing Agent;
“Verification Notes”	the verification notes to be prepared by the Company’s Legal Advisers in connection with the Prospectus in the agreed form;
“Warranties”	the warranties, representations and undertakings set out in Clause 9 and Schedule I;
“Whitewash Waiver”	a waiver to be granted by the Executive pursuant to Note 1 on dispensations from Rule 26 of the Takeovers Code in respect of the obligation of the Underwriters to make a mandatory general offer for all the issued Shares not already owned or agreed to be acquired by the Underwriters and parties acting in concert with them which would otherwise arise as a result of the taking up the Underwritten Shares;
“\$” or “HK\$”	means Hong Kong dollars, the lawful currency of Hong Kong; and
“%”	per cent.

1.2 Interpretation: In this Agreement, including its recitals and schedules, unless otherwise defined or unless the context or subject matter otherwise requires:

- (A) any reference to parties to this Agreement shall include their respective permitted assignees and successors;
- (B) any reference to Recitals, Clauses or the Schedule is a reference to the recitals and clauses of, and the schedule to, this Agreement;
- (C) the Recitals and Schedule form part of this Agreement and shall be construed and shall have the same full force and effect as if expressly set out in the body of this Agreement;
- (D) any reference to a statutory provision shall include a reference to that provision as amended or re-enacted from time to time;
- (E) headings are inserted for convenience only and shall be ignored in construing this Agreement;
- (F) the singular includes the plural and vice versa, words importing gender or the neuter include both genders and the neuter;
- (G) any reference to dates or times is a reference to a date or time in Hong Kong;
- (H) any reference to persons shall include individuals, bodies corporate (wherever incorporated), unincorporated associations, all forms of governmental body or authority, or any association or partnership (whether or not having a separate legal personality) of two or more of the foregoing;
- (I) any reference to this Agreement or any other agreement or document shall be construed as a reference to this Agreement or, as the case may be, such other agreement or document as it may have been, or may be, amended, varied, novated or supplemented;
- (J) any reference to a document being “in the agreed form” means that documents in the form agreed between the Parties and, for the purpose of identification, signed by them or on their behalf, or such document in such other form as may be agreed in writing by the Parties from time to time in substitution for or in variation of such document;

- (K) the rule known as the *ejusdem generis* rule shall not apply. Accordingly general words introduced or followed by the word “other” or “including” or “in particular” shall not be given a restrictive meaning because they are followed by particular examples intended to fall within the meaning of the general words; and
- (L) all warranties, representations, indemnities, covenants, agreements and obligations given or entered into by more than one person are given or entered into jointly and severally.

2. **CONDITIONS PRECEDENT**

2.1 **Obligations Conditional:** The obligations of the Underwriters under this Agreement are conditional upon:

- i. (a) the passing by the Shareholders at the EGM of ordinary resolutions to approve the Share Consolidation and the Increase in Authorised Share Capital; and (b) the passing by the Independent Shareholders at the EGM of (1) ordinary resolutions to approve the Rights Issue, this Agreement, the Placing Agreement and the transactions contemplated thereunder (more than 50% of the Independent Shareholders at the EGM by way of poll); and (2) a special resolution to approve the Whitewash Waiver (at least 75% of the Independent Shareholders at the EGM by way of poll) in accordance with the GEM Listing Rules and the Takeovers Code by no later than the Prospectus Posting Date;
- ii. the delivery to the Stock Exchange for authorisation and the registration with the Companies Registry in Hong Kong respectively one copy of each of the Prospectus Documents duly signed by two Directors (or by their agents duly authorised in writing) as having been approved by resolution of the Directors (and all other documents required to be attached thereto) and otherwise in compliance with the GEM Listing Rules and the Companies (WUMP) Ordinance not later than the Prospectus Posting Date;
- iii. the posting of the Prospectus Documents to the Qualifying Shareholders and the posting of the Prospectus and a letter in the agreed form to the Non-Qualifying Shareholder(s), if any, for information purpose only explaining the circumstances in which they are not permitted to participate in the Rights Issue on or before the Prospectus Posting Date;
- iv. the GEM Listing Committee granting and not having revoked, the listing of, and permission to deal in, the Rights Shares in both their nil-paid and fully-paid forms either unconditionally or subject to such conditions which the Underwriters accept and the satisfaction of such conditions (if any and where relevant) by no later than the Prospectus Posting Date, and such listing and permission to deal not having been withdrawn or revoked;
- v. this Agreement not having been terminated in accordance with its terms;
- vi. the Company having complied with and performed all undertakings and obligations, and representations and warranties of the Company under this Agreement;
- vii. the Company having complied with the requirements under all applicable laws and regulations;
- viii. the Company and the Underwriters having obtained all necessary board approval for entering into this Agreement or the transactions contemplated herein;
- ix. the Executive granting the Whitewash Waiver to the Underwriters and the satisfaction of all conditions (if any) attached to the Whitewash Waiver granted;
- x. the Placing Agreement not being terminated to the terms thereof and remain in full force and effect;

- xi. each condition to enable the Rights Shares in their nil-paid or fully-paid forms to be admitted as eligible securities for deposit, clearance and settlement in CCASS having been satisfied on or before the Business Day prior to the commencement of trading of the Rights Shares (in their nil-paid and fully-paid forms, respectively) and no notification having been received by the Company from the HKSCC by such time that such admission or facility for holding and settlement has been or is to be refused; and
 - xii. the Underwriters receiving from the Company all the documents as set out in this Agreement in such form and substance reasonably satisfactory to the Underwriters as soon as practicable after the date of this Agreement, and not later than 4:00 p.m. on the Business Day immediately before the Prospectus Posting Date.
- 2.2 **Undertaking:** The Company and the Underwriters undertake to use all reasonable endeavours to procure the fulfilment of the Conditions set out in Clause 2.1 above by the Latest Time for Termination or such other date as the Company and the Underwriters may agree in writing and in particular shall furnish such information, supply such documents, pay such fees, give such undertakings and do all such acts and things as may be necessary in connection with the listing of the Rights Shares (in their nil-paid or fully-paid forms) and to give effect to the Rights Issue and the arrangements contemplated in this Agreement.
- 2.3 **Waiver:** Apart from the Conditions as set out in (vi) and (xii) in Clause 2.1 above which can be waived in whole or in part by the Underwriters unilaterally (but not by the Company) by notice in writing to the Company prior to the Latest Time for Termination, all other Conditions are incapable of being waived.
- 2.4 **Termination:** If any of the Conditions set out in Clause 2.1 above (save and except those having been waived in accordance with Clause 2.3) is not satisfied in whole by the Latest Time for Termination or such other date as the Company and the Underwriters may agree in writing, this Agreement shall terminate (save and except certain clauses which shall remain in full force and effect) and no Party shall have any claim against the other Parties for costs, damages, compensation or otherwise save for any antecedent breaches.
- 3. **THE RIGHTS ISSUE**
- 3.1 **Rights Issue:** The Company will, subject to the provisions of the Prospectus Documents and this Agreement, offer the Rights Shares to the Qualifying Shareholders at the Subscription Price on the basis of three (3) Rights Share for every two (2) Consolidated Shares held at the close of business on the Record Date on the basis that payment for the Rights Shares shall be made in full on acceptance not later than the Latest Time for Acceptance.
- 3.2 **Provisional Allotment:** The Company will procure that the Rights Shares in their nil-paid form are provisionally allotted to the Qualifying Shareholders by a resolution of the Board pursuant to the terms set out in the Prospectus Documents and this Agreement.
- 3.3 **Despatch of Prospectus Documents:** Subject to the Prospectus Documents having been registered with the Registrar of Companies in Hong Kong, the Company will procure the posting of the Prospectus Documents to the Qualifying Shareholders on the Prospectus Posting Date.
- 3.4 **Delivery of Documents to Underwriters:** The Company will deliver the following documents to the Underwriters within five (5) Business Days following (but excluding) the Prospectus Posting Date:
 - (A) a certified copy of the resolution of the Board as referred to in Clause 3.2;
 - (B) the Verification Notes duly signed by or on behalf of the Directors;
 - (C) a copy of the Prospectus Documents; and

- (D) copies of letters from the auditors of the Company addressed to the Company reporting on the *pro forma* net tangible assets contained in the Prospectus and consenting to the issue of the Prospectus with the inclusion of their names and references thereto in the form and context in which they are included.

4. **NON-QUALIFYING SHAREHOLDERS AND FRACTIONAL ENTITLEMENT**

- 4.1 Posting of Prospectus to Non-Qualifying Shareholders: The Company will on or within two (2) Business Days after (but excluding) the Prospectus Posting Date, post copies of a letter to the Non-Qualifying Shareholders in the agreed form explaining the circumstances in which they are not permitted to participate in the Rights Issue, and enclosing a copy of the Prospectus stamped "For Information Only", but will not send to the Non-Qualifying Shareholders.
- 4.2 Non-Qualifying Shareholders' Entitlement: The Company will provisionally allot the nil-paid Rights Shares which but for Clause 3.1 would have been provisionally allotted to the Non-Qualifying Shareholders to a nominee of the Company which will arrange for the sale of such nil-paid Rights Shares as soon as practicable after the commencement of dealings on the Stock Exchange in Rights Shares in nil-paid form if a net premium can be obtained therefor. In the event that and to the extent that such nil-paid rights can be sold, the nominee will thereafter account to the Company for the net proceeds of such sale (after deducting the expenses of sale (if any)). The Company will then distribute such proceeds in Hong Kong dollars to the Non-Qualifying Shareholders *pro rata* (but rounded down to the nearest cent) to their shareholdings on the Record Date, except that individual amount of less than HK\$100 shall not be so distributed but shall be retained for the benefit of the Company. Any unsold entitlements of the Non-Qualifying Shareholders will be made available for placing by the Placing Agent.
- 4.3 Fractional Entitlement: The Company will not allot and will not accept application for fractions of Rights Shares (both nil-paid and fully-paid) to the respective subscribers. Any Rights Shares created from the aggregation of fraction of the Rights Shares will be regarded as Unsubscribed Rights Shares and will be offered for subscription by the Placing Agent to the Placees under the Placing and, if not successfully placed out, will be taken up by the Underwriters pursuant to the terms of this Agreement.

5. **ALLOTMENT AND ISSUE OF SHARE CERTIFICATE**

- 5.1 Subscribers: Subject to the determination of the basis of allocation of Rights Shares and complete performance by the Underwriters of their obligations pursuant to this Agreement, the Company will procure that the names of the successful subscribers of the Rights Issue (or, where appropriate, HKSCC Nominees Limited) shall be entered in the register of members of the Company as holders of the appropriate number of Rights Shares and arrange that the share certificates in the name of respective subscribers of the fully-paid Rights Shares be issued and delivered to such subscribers in accordance with the terms of the Prospectus Documents.
- 5.2 Underwriters: The Company shall arrange for delivery to the Underwriters of share certificates in respect of the fully paid Untaken Rights Shares for which the Underwriters have subscribed in such denominations as the Underwriters may reasonably require at the same time as share certificates are despatched generally to persons who have accepted the Rights Shares.
- 5.3 Status of Rights Shares: The Rights Shares, when fully paid, will rank *pari passu* in all respects with the then Shares in issue, including the right to receive all dividends and distributions which may be declared, made or paid on or after the date of allotment of the Rights Shares.

6. **APPOINTMENT OF THE UNDERWRITERS**

- 6.1 Appointment: Subject to the provisions of this Agreement, the Company hereby appoints the Underwriters as underwriters to the exclusion of all others and the Underwriters, relying on the representations, warranties and undertakings herein contained and subject to the conditions as hereinafter mentioned, agree to act as underwriters for the Company to subscribe for the Untaken

Rights Shares at the Subscription Price *pro rata* to their respective shareholding in the Company as at the date of this Agreement on a fully underwritten basis, if and to the extent that at the Latest Placing Time, there shall be any Unsubscribed Rights Shares which have not been successfully placed out by the Placing Agent under the Compensatory Arrangements. The Underwriters agree that they and parties acting in concert with any of them (including Mr. Wong and Mr. Pong) will not be involved in the solicitation, screening and selecting of Placees in relation to the Unsubscribed Shares under the Compensatory Arrangements.

7. UNDERWRITERS' OBLIGATIONS AND UNDERTAKING

- 7.1 Notification to Underwriters: The Company shall notify the Underwriters in writing of such number of Untaken Rights Shares as soon as practicable and in any event not later than 3:00 p.m. on the Business Day following (but excluding) the latest time of placing of Unsubscribed Rights Shares by the Placing Agent.
- 7.2 Underwriter's Subscription Obligations: The Underwriters shall, on a fully underwritten basis, subscribe for the Untaken Rights Shares each at the Subscription Price *pro rata* to their respective shareholding in the Company as at the date of this Agreement and on the terms of the Prospectus Documents and this Agreement.
- 7.3 Cessation of Underwriters' Obligations: All obligations and liabilities of the Underwriters under this Agreement to subscribe for the Rights Shares will cease at 6:00 p.m. on the ten Business Day after (but excluding) the latest time of placing of Unsubscribed Rights Shares by the Placing Agent or on the Underwriters being notified pursuant to Clause 7.1 that there is no Untaken Rights Share.
- 7.4 The Underwriters undertake that, in the event of the Underwriters being called upon to subscribe for the Untaken Rights Shares, the Underwriters shall confirm with the Company the actual number of Untaken Rights Shares and shall subscribe therefor *pro rata* to their respective shareholding as at the date of this Agreement.
- 7.5 The Parties acknowledge that, subject to approval from the Stock Exchange and the SFC on the Company's use of proceeds from the Rights Issue, the Company intends to apply HK\$1.9282 million and HK\$3.1718 million from the net proceeds from the Rights Issue to repay part of the outstanding Shareholders' Loans owed to Mr. Wong and Mr. Pong respectively in the following manner.

Underwriter 1, the Company and Mr. Wong agreed that the total amount of subscription monies payable by Underwriter 1 for the Rights Shares to which it is entitled to and/or is required to subscribe for (if any) under the Rights Issue and this Agreement, respectively (the "**Underwriter 1 Subscription Monies**"), would be (i) firstly offset on a dollar-to-dollar basis up to HK\$1.9282 million against the equivalent amount of the outstanding Shareholders' Loans owed by the Group to Mr. Wong on the completion date of the Rights Issue; and (ii) settled by cash, if there remain any outstanding Underwriter 1 Subscription Monies payable after the aforementioned set-off.

Underwriter 2, the Company and Mr. Pong agreed that the total amount of subscription monies payable by Underwriter 2 for the Rights Shares to which it is entitled to and/or is required to subscribe for (if any) under the Rights Issue and this Agreement, respectively (the "**Underwriter 2 Subscription Monies**"), would be (i) firstly offset on a dollar-to-dollar basis up to HK\$3.1718 million against the equivalent amount of the outstanding Shareholders' Loans owed by the Group to Mr. Pong on the completion date of the Rights Issue; and (ii) settled by cash, if there remain any outstanding Underwriter 2 Subscription Monies payable after the aforementioned set-off.

The exact amount of the Shareholders' Loans to be offset depends on the number of Rights Shares to be taken up by the Qualifying Shareholders and the total number of Unsubscribed Rights Shares to be successfully placed by the Placing Agent to the Placees pursuant to the Compensatory Arrangements. The Company shall continue to assume its repayment obligations in respect of the balance of the Shareholders' Loans after the aforementioned set-offs. In the case where the

amount of the Underwriter 1 Subscription Monies is less than HK\$1.9282 million, the Company shall utilize part of the proceeds from the Rights Issue in the amount of HK\$1.9282 million less the amount of the Underwriter 1 Subscription Monies to repay the outstanding Shareholders' Loans owed to Mr. Wong. In the case where the amount of the Underwriter 2 Subscription Monies is less than HK\$3.1718 million, the Company shall utilize part of the proceeds from the Rights Issue in the amount of HK\$3.1718 million less the amount of the Underwriter 2 Subscription Monies to repay the outstanding Shareholders' Loans owed to Mr. Pong.

- 7.6 To avoid the unwitting triggering of non-compliance of Public Float Requirements, all applications for Rights Shares whether under the PAL(s), or by transferees of nil-paid Rights Shares, or by the Underwriters will be made on the basis that the applications are to be scaled-down by the Company to a level which does not result in the non-compliance of the Public Float Requirement on the part of the Company. Any subscription monies for the Scale-down PAL Shares will be refunded to the applicants, and the Scale-down PAL Shares will be offered for subscription by the Placing Agent to the Placees under the Placing and, if not successfully placed out, will be taken up by the Underwriters to the extent Public Float Requirements are satisfied pursuant to the terms of this Agreement. In addition, under and/or pursuant to the Scaling-down, any application for Rights Shares shall be subject to the scale-down mechanisms of the Rights Issue as determined by the Company to levels which do not trigger any non-compliance of Public Float Requirement. Such scale-down of applications of Rights Shares shall operate on a fair and equitable basis under the following principle that where the scale-down is necessitated by the exceeding of shareholding by a group of Qualifying Shareholders rather than an individual Qualifying Shareholder, the allocations of PAL(s) to members of the affected group should be made on a *pro rata* basis by reference to the number of Shares held by the affected applicants on the Record Date, but for the avoidance of any doubt, any or any such onward allocation(s) shall be subject to the Scaling-down as well. The Underwriters shall use all reasonable endeavours to ensure that Public Float Requirements are complied with upon completion of the Rights Issue.

8. ANNOUNCEMENT

- 8.1 No Announcement without Prior Approval: Save as expressly required by this Agreement or applicable laws and regulations or as otherwise required by the Stock Exchange and/or the SFC (if applicable), the Company or the Underwriters shall not make or despatch any announcement, circular, prospectus or communication to Shareholders or the Stock Exchange or the SFC concerning the Company which is material in relation to the Rights Issue between the date of this Agreement and, if there is no Untaken Rights Shares, the latest time of placing of Unsubscribed Rights Shares by the Placing Agent, in any other cases, the time at which the Underwriters are obliged to make payment under Clause 7 or the time at which this Agreement is terminated (as the case may be), without prior written approval of the Company and the Underwriters as to the content, timing and manner or despatch thereof.
- 8.2 Publication of Announcement: Subject to the approval by the Stock Exchange and/or SFC (if applicable), the Company shall arrange for the Announcement to be published in accordance with the GEM Listing Rules as soon as practicable following the signing of this Agreement.

9. REPRESENTATIONS, WARRANTIES AND INDEMNITIES

- 9.1 Company's Warranty: In consideration of the Underwriters entering into this Agreement and agreeing to perform its obligations hereunder, the Company hereby give the Warranties to the Underwriters as set out in the Schedule I.
- 9.2 Undertaking: The Company undertakes to use all reasonable endeavours not to cause or permit any Specified Event to occur prior to the Latest Time for Termination, and, if this Agreement is not rescinded or terminated pursuant to Clause 11, all the Warranties shall be deemed to have been repeated as at the Latest Time for Termination with reference to the facts and circumstances then subsisting.

9.3 Notice of Specified Event: If any Specified Event shall occur or come to the knowledge of the Company prior to the Latest Time for Termination, it shall forthwith give notice to the Underwriters of the same.

9.4 Continuing Effect: The foregoing provisions of this Clause 9 will continue in full force and effect notwithstanding the completion of the Rights Issue.

10. **INDEMNITIES**

10.1 Indemnity to Underwriter: The Company shall indemnify on demand and hold harmless the Underwriters and its advisers and agents (collectively, the “**Indemnified Parties**” and individually, “**Indemnified Party**”) against any and all losses, costs, expenses, claims, actions, liabilities, proceedings or damages (“**Losses**”) whatsoever arising from or in respect of any breach by the Company of any provisions of this Agreement, or any claim which may be brought against the Underwriters arising out of or in connection with the performance by the Underwriters of their obligations hereunder (and provided that such loss or liability is not connected with any failure by the Underwriters to comply with its obligations hereunder) as a result of:

- (A) the issue, circulation or distribution of the Prospectus Documents;
- (B) the Prospectus Documents not containing all the information required by law or pursuant to the GEM Listing Rules or other relevant authority or body to be stated therein or on the grounds that any statement, estimate, forecast or expression of opinion, intention or expectation contained in the Prospectus Documents being untrue, incomplete, inaccurate or misleading in any material respect and any allegation thereof or the fact;
- (C) any allegation that the Prospectus Documents does not contain all information material in the context of the Rights Issue or otherwise required to be stated therein by the applicable laws and regulations;
- (D) any material breach of any of the Warranties;
- (E) any breach of the laws or regulations of any jurisdiction arising from the allotment or issue of the Rights Shares or the distribution of the Prospectus Documents;
- (F) the Prospectus not containing or allegedly not containing:
 - (I) all the information required to be stated therein or necessary to enable an informed assessment to be made of the assets, liabilities, earnings, financial position and prospects of the Company or on the ground that any statement, estimate or forecast contained in the Prospectus is untrue, inaccurate or misleading in any material respect or constitutes a material misrepresentation; or
 - (II) all the information as may be required for the purpose of complying with any requirement of law or the Stock Exchange in connection with the Rights Issue; or
- (G) the allotment or issue of the Rights Shares,

including in any such case (but without prejudice to the generality of the foregoing) all reasonable costs, charges and expenses of whatever nature which the Underwriters may properly incur or bear in disputing any such claim made against it or establishing any claim on its part under this Clause 10 **PROVIDED THAT** this indemnity shall not extend to any claims or proceedings costs or expenses arising from any gross negligence, wilful default or fraud, on the part of the Underwriters.

10.2 Indemnity to Company: The Underwriters shall indemnify on demand and hold harmless the Company against any Losses which the Company may suffer arising out of the performance by the Underwriters of its obligations hereunder, **PROVIDED THAT** such Losses have arisen from any gross negligence, wilful default or fraud on the part of the Underwriters.

- 10.3 Notice of Indemnity: If any Underwriter becomes aware of any claim relevant for the purpose of Clause 10.1, it shall give notice in writing thereof to the Company and shall take such action as the Company may reasonably request to avoid, dispute, resist, defend or appeal against the claim and any adjudication in respect thereof but subject to the Underwriters being fully indemnified and secured to their satisfaction against all losses and expenses to which they might thereby render themselves liable to suffer and incur including without limitation, legal expenses properly incurred by their legal advisers.

11. **RESCISSION AND TERMINATION**

- 11.1 Termination Events: Notwithstanding anything contained in this Agreement, any of the Underwriters may in its absolute discretion terminate this Agreement by notice in writing to the Company at any time prior to the Latest Time for Termination, if at or prior to such time:

- (A) such Underwriter becomes aware of the fact that there shall develop, occur, exist or come into effect:
 - (I) any new law or regulation or any change in existing laws or regulations in Hong Kong (being the place in which the Company conducts or carry on business) or the Cayman Islands (being the place of incorporation of the Company); or
 - (II) any significant change (whether or not permanent) in local, national or international economic, financial, political or military conditions; or
 - (III) any significant change (whether or not permanent) in local, national or international securities market conditions (any moratorium, suspension or material restriction on trading in shares or securities generally on the Stock Exchange due to exceptional financial circumstances or otherwise) or exchange controls; or
 - (IV) any event of force majeure including, without limiting the generality thereof, any act of God, war, riot, public disorder, civil commotion, fire, flood, explosion, epidemic, terrorism, strike or lock-out.

and in the reasonable opinion of such Underwriter, such change has or would have a material and adverse effect on the business, financial or trading position or prospects of the Company or the success of the Rights Issue or make it inadvisable or inexpedient to proceed with the Rights Issue; or

- (B) there comes to the notice of such Underwriter that the Company has committed any breach of or omits to observe any of its obligations or undertakings under this Agreement, and such breach or omission will have a material and adverse effect of the business, financial or trading position or prospects of the Company or the success of the Rights Issue or make it inadvisable or inexpedient to proceed with the Rights Issue.

- 11.2 Consequences of Termination: Upon the termination of this Agreement pursuant to the provisions of Clauses 2.4 or 11.1:

- (A) each of the Parties shall cease to have any rights or obligations under this Agreement, save in respect of the provisions of Clause 10 (Indemnities), this Clause 11, Clauses 12 (Notice) and 14 (Governing Law and Jurisdiction), and any rights or obligations which may have accrued under this Agreement prior to such termination; and
- (B) with respect to the Rights Issue, all payments made by the Underwriters pursuant to Clause 7.2 (if any) shall be refunded to the Underwriters not later than 5:00 p.m. on the second Business Day after (but not including) such termination.

- 11.3 No Prejudice: Rescission and termination of this Agreement under this Clause 11 shall be without prejudice to any rights of any party in respect of any breach by the other prior to such rescission or termination.

12. NOTICES

12.1 Any notice to be given under this Agreement shall be in English and made in writing and may be delivered personally or sent by prepaid letter (airmail if overseas) or facsimile transmission. A notice shall be sent to the addressee (marked for the attention of the appropriate person) at its address or facsimile number set out below or to such other address or facsimile number as may be notified by such addressee to the other party from time to time for the purposes of this Clause.

12.2 Notices shall be given as follows:

(A) to the Company:

address: 2/F., Cheung Tak Industrial Building, 30 Wong Chuk Hang Road, Wong Chuk Hang, Hong Kong

Email address: raymondli@classifiedgroup.com.hk

marked for the attention of: The Board of Directors

(B) to Underwriter 1:

address: 2/F., Cheung Tak Industrial Building, 30 Wong Chuk Hang Road, Wong Chuk Hang, Hong Kong

Email address: arnold@classifiedgroup.com.hk

marked for the attention of: Mr. Wong Arnold Chi Chiu

(C) to Underwriter 2:

address: 2/F., Cheung Tak Industrial Building, 30 Wong Chuk Hang Road, Wong Chuk Hang, Hong Kong

Email address: paulo@classifiedgroup.com.hk

marked for the attention of: Mr. Pong Kin Yee

(D) to Mr. Wong:

address: 2/F., Cheung Tak Industrial Building, 30 Wong Chuk Hang Road, Wong Chuk Hang, Hong Kong

Email address: arnold@classifiedgroup.com.hk

marked for the attention of: Mr. Wong Arnold Chi Chiu

(E) to Mr. Pong:

address: 2/F., Cheung Tak Industrial Building, 30 Wong Chuk Hang Road, Wong Chuk Hang, Hong Kong

Email address: paulo@classifiedgroup.com.hk

marked for the attention of: Mr. Pong Kin Yee

12.3 A notice shall be deemed to have been served:

(A) if personally delivered, at the time of delivery;

- (B) if posted, if to an addressee within Hong Kong, two (2) working days (or if to an addressee outside Hong Kong, five (5) working days, when it shall be sent airmail) after the envelope containing the notice was delivered into the custody of the postal authorities;
- (C) if communicated by facsimile transmission, at the time of transmission.

PROVIDED THAT where, in the case of delivery by hand or transmission by facsimile, such delivery or transmission occurs after 4:00 p.m. (local time) on a working day or on a day which is not a working day in the place of receipt, service shall be deemed to occur at 9:00 a.m. (local time) on the next following working day in such place; and for this purpose, in this Clause "working day" means a day on which banks are open for business in the ordinary course, other than Saturdays and Sundays.

- 12.4 In proving service, it shall be sufficient to prove that personal delivery was made or that the envelope containing the notice was properly addressed and delivered into the custody of postal authorities authorised to accept the same, or if sent by facsimile, by receipt of automatic confirmation of transmission or answerback **PROVIDED THAT** a notice shall not be deemed to be served if communicated by facsimile transmission which is not legible in all material respects; such transmission shall be deemed to have been so legible if a request for retransmission is not made before the end of the next working day following the transmission.

13. **GENERAL PROVISIONS**

- 13.1 Further Assurance: Each Party agrees to perform (or procure the performance of) all further acts and things, and execute and deliver (or procure the execution and delivery of) such further documents, as may be required by law or as may be necessary or reasonably desirable to implement and/or give effect to this Agreement and the transactions contemplated by it.
- 13.2 Entire Agreement: This Agreement (together with any document described in or expressed to be entered into in connection with this Agreement) constitutes the entire agreement between the Parties in relation to the transaction(s) referred to it or in them and supersedes any previous agreement between the Parties in relation to such transaction(s). It is agreed that:
 - (A) no Party has entered into this Agreement in reliance upon any representation, warranty or undertaking of any other Party which is not expressly set out or referred to in this Agreement; and
 - (B) except for any breach of an express representation or warranty under this Agreement, no Party shall have any claim or remedy under this Agreement in respect of misrepresentation or untrue statement made by any other Party, whether negligent or otherwise, and whether made prior to or after this Agreement, **PROVIDED THAT** this clause shall not exclude liability for fraudulent misrepresentation.
- 13.3 Remedies Cumulative: Any right, power or remedy expressly conferred upon any Party under this Agreement shall be in addition to, not exclusive of, and without prejudice to all rights, powers and remedies which would, in the absence of express provision, be available to it; and may be exercised as often as such Party considers appropriate.
- 13.4 Waivers: No failure, relaxation, forbearance, indulgence or delay of any Party in exercising any right or remedy provided by law or under this Agreement shall affect the ability of that Party subsequently to exercise such right or remedy or to pursue any other rights or remedies, nor shall such failure or delay constitute a waiver or variation of that or any other right or remedy. No single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy.
- 13.5 Severability: The Parties intend that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws applied in each jurisdiction in which enforcement is

sought. If any particular provision or part of this Agreement shall be held to be invalid or unenforceable, then such provision shall (so far as invalid or unenforceable) be given no effect and shall be deemed not to be included in this Agreement but without invalidating any of the remaining provisions of this Agreement. The Parties shall use all reasonable endeavours to replace the invalid or unenforceable provisions by a valid and enforceable substitute provision the effect of which is as close as possible to the intended effect of the invalid or unenforceable provision.

13.6 Variation: No variation of any of the terms of this Agreement (or of any document described in or expressed to be entered into in connection with this Agreement) shall be effective unless such variation is made in writing and signed by or on behalf of each of the Parties. The expression "Variation" shall include any variation, supplement, deletion or replacement however effected.

13.7 Counterparts: This Agreement may be executed in any number of counterparts all of which, taken together, shall constitute one and the same agreement. Any Party may enter into this Agreement by executing any such counterpart.

13.8 Punctual Performance: Time shall be of the essence of this Agreement.

14. **GOVERNING LAW AND JURISDICTION**

This Agreement (together with all documents referred to in it) shall be governed by and construed and take effect in accordance with the laws of Hong Kong (which each of the Parties considers to be suitable to govern the international commercial transactions contemplated by the agreement). Each of the Parties irrevocably submits to the non-exclusive jurisdiction of the courts of Hong Kong for the determination of any question, dispute, suit, action or proceedings arising out of or in connection with this Agreement.

15. **RIGHTS OF THIRD PARTIES**

A person who is not a Party has no right under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) to enforce or to enjoy the benefit of any term of this Agreement. Notwithstanding any term of this Agreement, the consent of any person who is not a Party is not required to rescind or vary this Agreement at any time.

SCHEDULE I

Representations, Warranties and Undertakings of the Company

1. ACCURACY AND ADEQUACY OF INFORMATION

- 1.1 All facts stated in Recitals (A) to (F) of this Agreement are true and accurate in all material respect.
- 1.2 All facts contained or to be contained in the Announcement, the Circular and Prospectus Documents (including in particular, the sections headed “Reasons for and Benefits of the Rights Issue and Use of Proceeds”) are and will at the date of issue thereof be true and accurate in all material respects and not misleading and all expressions of opinion, intention and expectation expressed therein (including, in particular, the section headed “Reasons for and Benefits of the Rights Issue and Use of Proceeds”) are and will be fair and made after due and careful consideration.
- 1.3 There will be no information not disclosed in the Prospectus Documents (i) the omission of which makes any statement therein misleading or which, in the context of issues of the Rights Shares, might be material for disclosure therein or (ii) which is necessary to enable investors to make an informed assessment of the activities, assets and liabilities, financial position, profits and losses and prospects of the Company and of the rights attaching to the Rights Shares.
- 1.4 The Prospectus Documents contain all information and particulars in the context of the Rights Issue required by, and will be in compliance with the provisions of the Companies (WUMP) Ordinance, any other applicable legislation or governmental regulations in Hong Kong, or Cayman Islands, the GEM Listing Rules and all other requirements of the Stock Exchange and the SFC.
- 1.5 The statements, forecasts, estimates and expressions of opinion to be contained in the Announcement, the Circular and Prospectus have been and will at the respective dates of issue thereof be made after due and careful consideration, and will at the respective dates of issue thereof be fair and honest and represent reasonable expectations based on facts known to the Company and/or any of the Directors.
- 1.6 All information necessary for the purpose of, or in the course of preparation of, the Announcement, the Circular and Prospectus, and the replies to the Verification Notes, or which ought reasonably to have been disclosed or made available by the Company or the Directors was so disclosed or made available to the Underwriters or its legal advisers (if any) fairly and accurately and the replies to the Verification Notes (which will be prepared or approved by persons having appropriate knowledge and responsibility to enable them properly to provide such replies) given by the Company and the Directors will be true, accurate and complete in all material respects and will contain all material information and particulars with regard to the subject matter thereof.

2. CAPACITY

The obligations of the Company under this Agreement constitute legal, valid and binding obligations of the Company enforceable in accordance with the terms herein.

3. INSURANCE

There are existing valid policies of insurance against all material liabilities, risks and losses against which it is typically insured in respect of any major property and asset owned by and all material businesses carried on by the Company.

4. LITIGATION

Save as disclosed, neither the Company nor any director of the Company is engaged in any litigation, arbitration, governmental proceedings or investigations of material importance and no

such proceedings are threatened or pending nor are there any circumstances which are likely to give rise to any such litigation, arbitration, governmental proceedings or investigations.

5. **COMPANY'S CAPACITY**

5.1 The Company:

- (A) has been duly incorporated and is validly existing in good standing under the laws of the country of its incorporation;
- (B) has legal person status;
- (C) has the legal right and authority to own, use, lease and operate its assets and to conduct its business in the manner presently conducted and as envisaged in the Prospectus; and
- (D) is duly qualified to transact business in the jurisdiction in which it carries on business or in which such qualification is required.

6. **DEFAULT**

The Company is not in material breach of or in material default (nor has any event occurred which, with the giving of notice or the lapse of time or both would result in a material default) under any law, agreement, licence, certificate or authorisation which is binding upon or affects it or any of its assets or revenues or the operation of its business, and is not in breach or violation of its material business licence or the constitutive documents which is likely to have a material adverse effect on the Company.

7. **THE RIGHTS ISSUE**

7.1 Subject to the fulfillment of the conditions set out in Clause 2, the Company has power under its Constitution to, and has taken all necessary corporate or other action to enable or authorize it:-

- (A) to issue and allot the Rights Shares required to be provisionally allotted pursuant to the terms of this Agreement in accordance with the Prospectus Documents without any sanction;
- (B) to deal with the Rights Shares attributable to the Non-Qualifying Shareholders as may be specified in the Prospectus Documents; and
- (C) to enter into and perform its obligations under this Agreement and to make the Rights Issue.

7.2 The Rights Shares, when fully paid shall be free from all liens, charges, encumbrances and third party rights, interests or claims of any nature whatsoever.

7.3 The Rights Shares, when fully paid, shall rank *pari passu* in all respects with the Shares then in issue, including as to the right to receive all dividends and distributions which may be declared, made or paid on or after the date of allotment of the Rights Shares.

7.4 The Company shall not from the date hereof until after the Latest Time for Acceptance issue any Shares or issue or grant any share options or other securities convertible into, exchangeable, for which carry rights to acquire the Shares (other than the Rights Shares) or repurchase any of its own shares.

EXECUTION PAGE

IN WITNESS whereof, the parties hereto have duly executed this Agreement the day and year first above written.

SIGNED by Wong Arnold Chi Chiu)
)
for and on behalf of)
CLASSIFIED GROUP (HOLDINGS))
LIMITED)
In the presence of :-)



any

)



for and on behalf of
PEYTON GLOBAL LIMITED
in the presence of :-

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For and on behalf of
PEYTON GLOBAL LIMITED

Authorised Signature(s)

SIGNED by
WONG Arnold Chi Chiu

in the presence of :-

} 

(Signature page to Underwriting Agreement)

SIGNED by
PONG Kin Yee

in the presence of :-

)
)
)
)

A handwritten signature in blue ink, appearing to be 'P. Yee', with a long horizontal stroke extending to the right.