

I hereby certify that this document is a  
true and complete copy of the original.

Dated 27 May 2019



TSANG HIU MAN  
Solicitor, Hong Kong SAR  
P. C. WOO & CO.

Dated 27 May 2019  
日期: 2019 年 5 月27日

**Mighty One Investments Limited**

**Mr. Kuah Ann Thia**  
柯安錠先生

**Full Fortune International Co., Ltd.**  
宝来国际有限公司

---

SALE AND PURCHASE AGREEMENT  
in relation to the sale and purchase of the Shares of  
**Kakiko Group Limited**

有关买卖  
**Kakiko Group Limited**  
股权的买卖协议

---

## CONTENTS

### 目录

<b>Clause</b>	<b>Description</b>	<b>Page</b>
<b>条款</b>	<b>描述</b>	<b>页数</b>
1.	Definitions and Interpretations.....	4
1.	释义及诠释.....	4
2.	Sale and Purchase of the Sale Shares.....	15
2.	出售股份之买卖.....	15
3.	Consideration .....	16
3.	转让价款.....	16
4.	Representations, Warranties and Undertakings.....	17
4.	声明、保证及承诺.....	17
5.	[Deleted].....	22
5.	[Deleted].....	22
6.	Undertakings of the Warrantors .....	23
6.	保证人承诺.....	23
7.	Offer.....	28
7.	要约.....	28
8.	Closing .....	29
8.	成交.....	29
9.	Confidential information and Announcements.....	33
9.	保密资料及公告.....	33
10.	Further Assurance.....	33
10.	进一步保证.....	33
11.	Waiver .....	34
11.	豁免.....	34
12.	Non-Assignment .....	34
12.	不可转让.....	34
13.	No Merger.....	34
13.	非合并条款.....	34
14.	Time of Essence .....	35
14.	时间因素.....	35
15.	Illegality and Unenforceability.....	35
15.	不合法和不能强制执行.....	35
16.	Entirety .....	35
16.	构成本协议之文件.....	35
17.	Costs and Expenses .....	35
17.	成本及费用.....	35
18.	Execution and Counterparts .....	36
18.	签立及副本.....	36
19.	Governing Law, Jurisdiction and Process Agent.....	36
19.	适用法律、管辖区域及法律程序代理人.....	36

20. Notices .....	38
20. 通知.....	38

Schedule 1	Particulars of the Target Company
附件 1	目标公司之资料

Schedule 1A	Members of the Target Group
附件 1A	目标集团成员

Schedule 2	Warranties
附件 2	保证

Schedule 3	Properties
附件 3	土地物业

Schedule 4	Particulars of the Intellectual Properties
附件 4	知识产权详情

Schedule 5	Insurance Purchased by the Target Group Companies
附件 5	目标集团公司已购买保险

Schedule 6	List of outstanding litigation of the Target Group Companies
附件 6	目标集团公司仍未了結的訴訟

Schedule 7	Banking Facilities
附件 7	银行授信

**THIS AGREEMENT** is made on the 27<sup>th</sup> day of May 2019

本协议于 2019 年 5 月 27 日由下列各方签订：

- (1) **Mighty One Investments Limited**, a company incorporated in the British Virgin Islands, whose registered address is at Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands (“**Mighty One**” or the “**Vendor**”);  
**Mighty One Investments Limited**, 一间于英属维尔京群岛注册成立的公司，其公司注册地址在 Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands (“**Mighty One**” 或“**卖方**”);
- (2) **Mr. Kuah Ann Thia**, holder of Republic of Singapore passport number E5858865J having address at 16 Kew Drive Singapore 467957 (“**Mr. Kuah**” or the “**Guarantor**”);  
(the Vendor and the Guarantor are collectively referred to as the “**Warrantors**”)  
柯安錠先生，新加坡共和国护照号码 E5858865J 持有人，地址为 16 Kew Drive Singapore 467957 (“**柯先生**” 或“**担保人**”);  
(卖方及担保人统称为“**保证人**”)
- (3) **Full Fortune International Co., Ltd.**, a company incorporated in the Republic of Seychelles, whose registered address is at Vistra Corporate Services Centre, Suite 23, 1st Floor, Eden Plaza, Eden Island, Mahe, Republic of Seychelles (“**Full Fortune**” or the “**Purchaser**”).  
宝来国际有限公司，一间于塞舌尔共和国注册成立的公司，其公司注册地址在 Vistra Corporate Services Centre, Suite 23, 1st Floor, Eden Plaza, Eden Island, Mahe, Republic of Seychelles (“**宝来国际**” 或“**买方**”)。

**WHEREAS:**

鉴于:

- (1) Details of **Kakiko Group Limited (the “Target Company”)** are set out in Schedule 1 to this Agreement, whose shares are listed and traded on the Main Board of The Stock Exchange of Hong Kong Limited (the “**Stock Exchange**”), Stock code: **2225**. As at the date of this Agreement, the authorized share capital of the Target Company is HK\$20,000,000, divided into 2,000,000,000 shares of HK\$0.01 each (the “**Target Shares**”), of which 1,230,000,000 Target Shares have been issued.  
**Kakiko Group Limited** (“**目标公司**”), 其资料已刊载于本协议附件 1，其股份已于香港联合交易所有限公司(“**联交所**”)主板上市及买卖，股份代号为 **2225**。于本协议日期，目标公司的法定股本为港币 20,000,000 元，分成 2,000,000,000 股每股港币 0.01 元的股份(“**目标股份**”), 其中的 1,230,000,000 股目标股份已发行。

- (2) The Vendor is the beneficial owner of 632,500,000 Target Shares.  
卖方为 632,500,000 股目标股份的实益拥有人。
- (3) The Purchaser agrees to purchase and the Vendor agrees to sell the Sale Shares subject to the terms and conditions set out herein.  
按照本协议之条件及条款，买方同意购买而卖方同意出售出售股份。
- (4) In consideration of the Purchaser agreeing to purchase the Sale Shares pursuant to the terms of this Agreement, the Guarantor has agreed to unconditionally guarantee the performance of all the obligations of the Vendor hereunder.  
由于买方同意根据本协议的条款购买出售股份，担保人同意无条件担保卖方会履行所有于本协议内的责任。

**IT IS HEREBY AGREED** as follows:

据此，各方同意如下：

**1. Definitions and Interpretations**

**1. 释义及诠释**

- 1.1 Definitions-** In this Agreement the following terms and expressions shall have the following meanings except where the context otherwise states or requires: -  
**释义 –** 除非文义另有所指或所要求，以下词语和词汇在本协议具有以下的意义：

<b>“Agreement”</b>	means this Agreement (including the Schedules and Annexes hereto), as varied, amended and supplemented from time to time;
<b>“本协议”</b>	指本协议(包括其附件及列表)，其可能不时被作出修改及补充；
<b>“Assets”</b>	means all of the assets, properties and rights (including interests on any debts, mortgages or charges) of each Target Group Company;
<b>“资产”</b>	指每一间目标集团公司拥有之所有资产、物业及权利(包括任何债务、按揭或押记之利益)；
<b>“Audited Accounts”</b>	means the audited consolidated accounts (prepared and issued pursuant to the international accounting standards) of the Target Company for the recent three financial years ended 31 December 2018, copies of which are annexed to the annual reports for the years ended 31 December 2017 and 31 December

<b>“经审核帐目”</b>	2018 of the Target Company; 指目标公司之经审核综合帐目(按照国际会计准则编制及发出), 涵盖截至 2018 年 12 月 31 日止最近三个财政年度, 其已载录于目标公司截至 2017 年 12 月 31 日止及 2018 年 12 月 31 日止的年度业绩报告内;
<b>“Audited Accounts Date”</b> <b>“经审核帐目日”</b>	means 31 December 2018; 指 2018 年 12 月 31 日;
<b>“Auditors”</b> <b>“审核师”</b>	means auditors appointed by the Target Company from time to time; 指目标公司不时委任之审核师;
<b>“Bank Loans”</b> <b>“银行贷款”</b>	means loans or advancement and/or debts owed to banks, authorised financial institutions or other similar institutions (in Hong Kong, Singapore or elsewhere in the world); 指欠付银行、授权金融机构或其它相若之机构(于香港、新加坡或其它世界各地)之贷款或预付款及/或债务;
<b>“Businesses”</b> <b>“业务”</b>	means the businesses, operations and affairs as are presently being conducted by and/or prior to the Closing will be conducted by each Target Group Company; 指每一间目标集团公司之目前及/或将于成交前进行之业务、营运及事务;
<b>“Business Day”</b> <b>“营业日”</b>	means a day on which banks in Hong Kong are generally open for business (other than Saturday, Sunday or public holidays, or any day on which a tropical cyclone warning No. 8 or above or a black rainstorm warning signal is hoisted at 10:00 a.m. in Hong Kong); 指香港之银行一般开门营业之任何日子(不包括星期六、星期日或公众假期, 或香港于上午十时正悬挂八号或以上台风讯号或黑色暴雨警告讯号之日子);
<b>“Business Licence”</b>	includes any licence, consent, approval, authorization, permit, exemption, order, qualification, registration, certificate,

<b>“营运许可”</b>	governmental or other ratification; 包括任何牌照、同意、批准、授权、允许、豁免、命令、资格、注册、证明书、政府或其它批复;
<b>“Closing”</b>	means the completion of the transfer of the Sale Shares pursuant to Clause 8 hereof;
<b>“成交”</b>	指根据本协议第 8 条完成出售股份之转让;
<b>“Closing Date”</b>	means not later than 31 May 2019 at 5:00 p.m. (or such other date as the Vendor and the Purchaser may agree in writing);
<b>“成交日期”</b>	指不迟于 2019 年 5 月 31 日下午 5 时正 (或其它卖方及买方书面同意的日期);
<b>“Companies Ordinance”</b>	means the Companies Ordinance (Chapter 622 of the Laws of Hong Kong);
<b>“公司条例”</b>	指香港法例第 622 章公司条例;
<b>“Consideration”</b>	means consideration payable by the Purchaser to the Vendor for the acquisition of the Sale Shares, and its calculation basis is set out in Clause 3.1 hereof;
<b>“转让价款”</b>	指由买方向卖方就收购出售股份应支付之代价, 其计算基准已于本协议第 3.1 条列明;
<b>“Directors”</b>	means directors appointed by the relevant company mentioned herein;
<b>“董事”</b>	指所提及之有关公司不时委任的董事;
<b>“Employee”</b>	means any employee or staff employed by the Target Group in Hong Kong, Singapore or elsewhere as at the date hereof and on the Closing Date;
<b>“雇员”</b>	指于本协议签署日期及成交日期, 由目标集团于香港、新加坡或其它地方聘任之雇员或职员;
<b>“Encumbrance”</b>	means any mortgage, charge (whether fixed or floating), debenture, pledge, lien, option, right of first refusal, ownership, retention right, equitable interests, third-party right or interest, other security interest of any kind, or obligation which may give rise to any of the above Encumbrances (including any conditional

<b>“产权负担”</b>	obligations); 指任何按揭、押记(不论固定或浮动)、债券、质押、留置权、选择权、优先购买权、所有权、保留权、衡平法权益、第三方权益或任何其它形式的担保权益或可造成以上任何产权负担的责任(包括任何有条件的责任);
<b>“HK\$”</b>	means Hong Kong Dollars, the lawful currency of Hong Kong;
<b>“港元”</b>	指港元, 香港法定货币;
<b>“Hong Kong”</b>	means Hong Kong Special Administrative Region of the PRC;
<b>“香港”</b>	指中国香港特别行政区;
<b>“Intellectual Properties”</b>	means all the intellectual properties, and any similar rights of any country and similar patent right of any place in the world which are used and/or licensed to use and/or enjoyed by the Target Group Companies at the time of execution of this Agreement and at Closing, including the registration and application for any such rights and the right to apply for registration thereof (when such right would be obtained or perfected by way of registration), and interests on any and all consents of the same (subject to its obligations) (including all documents in connection therewith), details of which are set out in Schedule 4;
<b>“知识产权”</b>	指于本协议签订及成交时由目标集团公司使用及/或被授权使用及 / 或享有的所有知识产权, 及在任何国家存有之相若权利及全世界任何地方存有之相若专利权, 包括任何该等权利之注册及申请及申请注册之权利(当该等权利乃以注册方式取得或完善), 及就上述之任何及所有同意之利益(受限于其责任)(包括与之有关的所有文件), 知识产权的详情列于附件 4;
<b>“Lease”</b>	means a lease which is occupied or leased by each Target Group Company;
<b>“租赁”</b>	指每一间目标集团公司就其占用或租用之租赁;
<b>“Liabilities”</b>	means any and all liabilities (whether



	<p>contingent or otherwise), debts and obligations, whether arising from law or equitable law or pursuant to any guarantee, condition, security, indemnity, insurance policy, lease, letter of credit, transaction, commitment, contract (in each case express or implied) or any other way, including any and all business liabilities, tax liabilities, tax provision, bad debts, suspense accounts and debts (including interests, costs and expenses), accounts payable, dividends payable or other profit distribution, depreciation, liabilities arising from credit financial facilities or security interests, or third party right and all and any reasons;</p>
<p><b>“负债”</b></p>	<p>指任何及所有负债(不论或有或其它)、债务及责任, 不论是否由以下引起: 因法律或衡平法或根据任何担保、条件、保证、弥偿、保险政策、租赁、信用证、交易、承诺、合同(在各情况下明示或暗示)或任何其它方式包括任何及所有业务负债、税务负债、税务拨备、坏账和暂缴账及债务(包括利息, 成本和费用)、应付帐款、应付股息或其它溢利分派、折旧、财务设施或保证的权利或第三方的权利和所有任何原因引致的负债;</p>
<p><b>“Listing Rules”</b></p> <p><b>“上市规则”</b></p>	<p>means the Rules Governing the Listing of Securities on the Stock Exchange;</p> <p>指香港联合交易所有限公司证券上市规则;</p>
<p><b>“Litigation”</b></p> <p><b>“诉讼”</b></p>	<p>means all litigations, claims (including those adjudicated or pending for ruling), demands, actions, proceedings, defences, counter-claims;</p> <p>指所有影响或涉及目标集团公司之诉讼、申索(包括已裁定或有待裁定)、要求、行动、程序、抗辩、反申索;</p>
<p><b>“Material Adverse Change or Effect”</b></p>	<p>means any change, event, occurrence, fact which is or is expected to or could reasonably be expected to have a material adverse effect on the financial conditions, management, business or properties, operation results, legal or financial structure, business prospect or assets or liabilities of any Target Group Company or the Vendor, and “Material Adverse Change” or</p>

<p><b>“重大不利改变或影响”</b></p>	<p><b>“Material Adverse Effect”</b> shall be construed accordingly;</p> <p>指任何改变、事件、发生、事实之状况或影响，而其后果或预计或可合理地预计其后果会对任何目标集团公司或卖方或目标公司之财务状况、管理、业务或物业、营运结果、法律或融资结构或业务前景或资产或负债造成重大及不利影响及<b>“重大不利改变”</b> 或 <b>“重大不利影响”</b> 应据此作为诠释；</p>
<p><b>“PRC”</b> <b>“中国”</b></p>	<p>means the People’s Republic of China;</p> <p>指中华人民共和国；</p>
<p><b>“Properties”</b></p> <p><b>“土地物业”</b></p>	<p>means the lands or properties owned or leased by the Target Group Companies, details of which are set out in Schedule 3;</p> <p>指目标集团公司拥有或租赁的土地或物业，其详情列于附件 3；</p>
<p><b>“Purchaser’s Solicitors”</b> <b>“买方律师”</b></p>	<p>means P. C. Woo &amp; Co. having its address at 12/F., Prince’s Building, 10 Chater Road, Central, Hong Kong;</p> <p>指胡百全律师事务所，其地址为香港中环遮打道 10 号太子大厦 12 楼；</p>
<p><b>“Sale Shares”</b></p> <p><b>“出售股份”</b></p>	<p>means 632,500,000 Target Shares to be sold by the Vendor to the Purchaser pursuant to this Agreement, representing approximately 51.42 % of the issued share capital of the Target Company as at the date hereof and at the Closing;</p> <p>指将由卖方按照本协议向买方出售之 632,500,000 股目标股份，占目标公司在本协议签署日期及在成交时已发行股本约 51.42%；</p>
<p><b>“SFC”</b> <b>“证监会”</b></p>	<p>means Securities and Futures Commission;</p> <p>指证券及期货事务监察委员会；</p>
<p><b>“Shareholders”</b> <b>“股东”</b></p>	<p>means holders of the Target Shares;</p> <p>指目标股份持有人；</p>
<p><b>“Singapore”</b> <b>“新加坡”</b></p>	<p>means the Republic of Singapore;</p> <p>指新加坡共和国；</p>

<b>“S\$”</b>	means Singapore Dollars, the lawful currency of Singapore;
<b>“新加坡元”</b>	指新加坡元，新加坡法定货币；
<b>“Stock Exchange”</b>	means The Stock Exchange of Hong Kong Limited;
<b>“联交所”</b>	指香港联合交易所有限公司；
<b>“Takeovers Code”</b>	means the Codes on Takeovers and Mergers and Share Repurchases issued by the SFC;
<b>“收购守则”</b>	指证监会刊发的公司收购、合并及股份回购守则；
<b>“Target Group” or “Target Group Companies”</b>	means the Target Company and its subsidiaries, and details of such subsidiaries are set out in Schedule 1A;
<b>“目标集团”或“目标集团公司”</b>	指目标公司及其附属公司，附属公司资料已列载于附件 1A；
<b>“Target Group’s Accounts”</b>	means the audited accounts of the Target Group;
<b>“目标集团帐目”</b>	指经审核帐目；
<b>“Taxes”</b>	means
	(1) all forms of taxes imposed and levied by any taxing authority in Hong Kong, Singapore or any other part of the world and include profits tax, provisional profits tax, interest tax, salaries tax, property tax, income tax, corporation tax, advance corporation tax, national insurance and social insurance premium, capital gain tax, inheritance tax, capital transfer tax, land development tax, tariff and import duties, goods and services tax, add valorem tax, estate tax, capital tax, stamp duty, payroll tax and other similar liabilities or contributions and other taxes, charges, levies, customs, compulsory pension contributions, or deductions similar to, replaced by or replacing any of

them; and

- (2) all costs, interests, fines and penalty attached to or in respect of the taxes under the above paragraph (1),

and “**Tax**” shall be construed accordingly;  
指

“**税务**”

- (1) 在香港、新加坡或其它地方由任何税务机关以任何形式施加及征收的须缴付税款，包括利得税、暂缴利得税、利息税、薪俸税、物业税、入息税、公司税、推进公司税、国民保险和社会保险金、资本收益税、继承税、资本转让税、土地发展税、关税和进口税、货物和服务税、从价税、遗产税、资本税、印花税、工资税和其它类似的负债或供款和其它税金、税收、征费、关税、强制性退休金供款或与任何上述款项相若、相应，可替换或被替换的扣款；及

- (2) 所有在(1)项税收中附带或与其有关费用、利息、罚金和罚款，

而“**税款**”应具备相应的涵义：

“**Tax Authority**”

means Hong Kong Inland Revenue Department, Inland Revenue Authority of Singapore and/or any other revenue, customs, governmental fiscal, statutory, central, regional, state, provincial, local government or municipal authority, institution or person, whether in Hong Kong, Singapore or elsewhere;

“**税务机关**”

指香港税务局、新加坡税务局及/或任何其它收入、海关、政府财政、法定、中央、地区、国家、省、地方政府或市级机关、机构或个人，无论是香港、新加坡或其它地方；

“**Tax Claim**”

means any assessment, claim, notice, demand, letter, instructions, counter-claim or other documents issued or actions taken by or on behalf of any fiscal, taxing or other authority

**“税务申索”**

in any part of the world, as a result of which any Target Group Company is subject to or is required to bear a liability for increased or further taxes, or suffers rejection of tax relief; 包括世界任何地方的财政, 税收或其它机关或官员或其代表提出之评审、申索、通知、要求、信件、指令、反诉或其它文件或采取的行动, 使任何目标集团公司须负担或被要求负担支付税务之增加或进一步付款或税收减免遭受或被拒绝;

**“Tax Matter”**

includes any event, act, transaction, omission or matter of any nature (whether a Target Group Company has involved therein or not) which covers the completion or receipt of any accumulated revenue or any distribution, non-distribution, acquisition, sales, transfer, payment, loans or advancement, including event of failure to pay sufficient dividend or apportion or deemed income distribution, and a reference to a Tax Matter occurred on or before any date shall be deemed to include a combination of any two or above events of Tax Matters provided that one of such event happens on or before such date;

**“税务事件”**

包括任何事件、行为、交易、遗漏或任何性质的事件(不论目标集团公司有否参与)包括完成、收到或任何累计收入或任何分配、不分发、收购、出售、转让、付款、贷款或预支包括未能提供足够支付股息或摊派或当作收入分配的事件, 而任何日期或之前的税收事件的提及, 应被视为包括任何两项或以上的税务事件组合, 其中第一项应在该日期或之前发生;

**“Tax Relief”**

means loss, relief, allowance, exemption, offsets, claims, or credit or other relief of a similar nature granted or claimed or available under any relevant tax law or otherwise;

**“税收减免”**

指在任何有关税务之法律或其它情况下授予、申索或可得到损失、减免、津贴、豁免、抵销、索偿权、或进账或其它类似性质的减免;

**“Transition Period”**

shall have the meaning set forth in Clause 6.1 hereof;

“保持业务期间”

定义见本协议第 6.1 条

“Warranties”

means representations, warranties and undertakings given by the Warrantors to the Purchaser as set out in Clause 4 and Schedule 2 hereof, or any of them;

“保证”

指保证人给予买方列载于本协议第 4 条及附件 2 之声明、保证和承诺，或其中任何一条；

“Warrantors”

means the Vendor and the Guarantor.

“保证人”

指卖方及担保人。

**1.2 Interpretations-** Unless the context states and requires otherwise, in this Agreement:

诠释 - 于本协议内，除非文义另有提供及所指，将采用以下：

(a) **Companies Ordinance** – Terms and expressions defined in the Companies Ordinance shall have their respective same meaning herein.  
公司条例 - 公司条例所界定的词语及词汇应具有各自的相同涵意。

(b) **Associated companies** – a corporate body shall be deemed to be an associated company of another corporate body if the former is the controlling company or subsidiary of the latter, or subsidiary of the controlling company of the latter.  
相联关系 - 法团团体应被视为与另一法团团体具相联关系，如其为该法团团体的控股公司或附属公司或该法团团体控股公司的附属公司。

(c) **Statutory Provisions** - References to “statutory provisions” shall be construed as references to those provisions as amended or re-enacted or as their application is modified by other provisions (whether before or after the date hereof) from time to time and shall include any provisions of which they are re-enactments (whether with or without modification).  
法定条文 - 本协议内对法定条文的提述应诠释为不时经修订或重新制定的该等条文或其应用不时由其它条文修改(不论于本协议签订日期之前或之后)，并应包括重新制定的任何条文(无论有否修订)。

(d) **Law** – a reference to “law” shall be construed as a reference to Hong Kong basic law, any common and customary law, any constitution, decree, judgment, legislation, code, order, ordinance, regulations, rules, provisions, treaties or other legislation measures as applicable from time to time, and the expression “lawful” shall be construed accordingly.  
法律 - 本协议内对“法律”的提述应诠释为包括香港基本法、任何普通及习

惯法、及任何宪法、判令、判决、立法、守则、命令、条例、规例、规则、法规、条约或其它不时适用之立法措施及“合法”之意思亦据此诠释。

- (e) **Clauses-** References herein to “Clauses” and “Schedules” and “Annexes” are to clauses in and schedules and annexes to this Agreement, and the Schedules and Annexes to this Agreement shall be deemed to form part of this Agreement.

**条文** - 本协议内提及的“条文”及“附表”及“列表”指本协议的条文及附表及列表及本协议之附表及列表构成本协议不可分割的部份。

- (f) **Headings** - The headings are inserted for convenience only and shall not affect the construction or interpretation of this Agreement.

**标题** - 条文标题仅为方便参阅，并不影响本协议的诠释或释义。

- (g) **Gender; Number** - Words importing the singular include the plural and vice versa and words importing a gender include every gender, and a reference to a person include corporations and unincorporated associations.

**性别；数目** - 单数词应包括复数词，反之亦然，关于性别的词应包括每个性别及关于人士的词包括法团或并非法团的团体。

- (h) **Loss** – A reference to “loss” in this Agreement includes all liabilities (whether contingent or otherwise), losses, compensations, damages, recoveries, penalties, fines, litigation costs, disbursements and expenses arising from any claim, demand, action or proceedings.

**损失** - 本协议内提及的“损失”包括因任何申索、要求、行动或程序而引起的所有负债(不论或有或其它)、损失、赔偿、损害、补偿、刑罚、罚款、讼费、代垫付费用及费用。

- (i) **Reserved Representations** – any reserved representation expressed to be made “to the information and belief of the Warrantors” or “to the knowledge of the Warrantors” or any other similar expressions shall be deemed to include an extra representation which is made after due investigation and careful enquiry and is deemed to include the knowledge of the Target Group Companies.

**有所保留的陈述** - 任何有所保留的陈述以“就保证人所知及所信”或“就保证人所知悉”或其它任何相若的词汇应被视为包括一项额外的陈述，即此乃经适当调查及仔细查询后作出并同时被视为包括目标集团公司所知。

- (j) **A "Party" or "Parties"** referred to in this Agreement is a reference to a party or parties to this Agreement.

**签约方** - 本协议内提及的“签约方”指签署本协议之各方。



- (k) **Successors** – The expressions “the Company”, “the Purchaser”, “the Vendor” and “the Guarantor” shall include their respective successors, permitted assigns and nominees.  
继承人 - “本公司”、“买方”、“卖方”、“担保人”词汇包括彼等各自的继承人、获许可的承让人及代名人。
- (l) **Structure** - The rule known as the *ejusdem generis* rule shall not apply and accordingly general words introduced by the word “other” shall not be given a restrictive meaning by reason of the fact that they are preceded by words indicating a particular class of acts, matters or things. General words shall not be given a restrictive meaning by particular examples intended to be embraced by the general words.  
结构 - 被称为 *ejusdem generis* 的规则不适用，因此一般用词“其它”不得因为该等一般用词前面说明了某一类的行为、事项或事情给予限制性意义。一般用词不得因为后面是该一般用词涵盖的特定例子而给予限制性意义。
- (m) **Breach of Warranties** – Reference to a breach of Warranty or Warranties shall be deemed to include that a Warranty is breached, untrue, inaccurate, incomplete or unfairly provided or misleading in any respect.  
违反保证 - 违反保证应视为包括该项保证在任何方面被违反、不真实、不准确、不完整或不公平提供或误导。
- (n) **Currency Conversion** – All sums denominated and/or payable under this Agreement and all compensation amounts under or arising from this Agreement, in each circumstance, if not in Hong Kong Dollars, shall be converted into the corresponding Hong Kong Dollars at the prevailing exchange rate and (if applicable) be paid and settled in Hong Kong Dollars (if not in Hong Kong Dollars), or be paid and settled in such other currency as agreed by the Purchaser and the Vendor.  
货币兑换 - 所有本协议下计值和 / 或支付的金额和所有根据本协议或由本协议引起的索赔的金额，在每个情况下，如非港元的，应当以当时汇率折合成相应的金额的港币并(如适用)以港币(而不是港元)支付和结算，或买卖双方同意的其它货币支付和结算。

## 2. Sale and Purchase of the Sale Shares

### 2. 出售股份之买卖

- 2.1 Subject to the terms and conditions of this Agreement, at Closing, the Vendor shall sell as beneficial owner and the Purchaser shall purchase, the following Sale Shares free from any Encumbrances and with all rights attaching thereto as from Closing (including the right to receive dividends and profit distributions



declared, made or paid with respect to the Sale Shares on and after the Closing Date).

卖方以实益拥有人身份出售以下出售股份及于成交日起依附此出售股份之所有权利(包括收取于成交日及以后宣布、派发或支付有关出售股份之股息及溢利分派)予买方，出售股份不应受任何产权负担的影响，而买方将依据本协议之条件及条款保证于成交时购买以下出售股份：

<u>Number of the Sale Shares</u> <u>出售股份数量</u>	<u>Approximate Shareholding</u> <u>Percentage in the Target Company</u> <u>at the date hereof and at the</u> <u>Closing</u> <u>占目标公司于本协议日期及成交时</u> <u>约占股权比</u>
632,500,000 Shares 632,500,000股	51.42%

The Warrantors warrant and undertake that at Closing the Sale Shares transferred by the Vendor to the Purchaser will include the beneficial ownership thereto, free from Encumbrances.

保证人保证及承诺在成交时，卖方转让予买方的出售股份包含不带产权负担的实益拥有权。

- 2.2 The Parties agree that, the Purchaser shall have a right to procure its wholly-owned subsidiaries to take up the Purchaser's position in this Agreement so as to take up the rights of the Purchaser hereunder and bear the liability and obligations of the Purchaser hereunder. The Warrantors agree and undertake to fully cooperate with the Purchaser if there is such arrangement.

本协议各方同意，买方有权促使其全资持股公司取代买方在本协议的地位，承接买方在本协议的权利及承担买方在本协议的责任及义务。保证人同意并承诺全力配合此项安排。

- 2.3 The Purchaser shall not be obliged to complete the purchase of any of the Sale Shares unless all Sale Shares are transferred to the Purchaser at Closing.

除非全数出售股份在成交时转让予买方，否则买方没有义务完成收购任何出售股份。

### 3. Consideration

#### 3. 转让价款

- 3.1 The total consideration for the purchase by the Purchaser and the sale by the Vendor of the Sale Shares pursuant to this Agreement (the "**Consideration**") shall

be HK\$257,100,000, and the following Consideration shall be payable by the Purchaser to the Vendor at the Closing:

买方根据本协议购买和卖方根据本协议转让出售股份的总代价（以下简称“**转让价款**”）应为港币 257,100,000 元，买方于成交时向卖方支付下列转让价款而卖方向买方收取下列转让价款：

<u>Cash payable by the Purchaser</u> 买方支付现金金额
HK\$257,100,000 港币257,100,000元

#### **4. Representations, Warranties and Undertakings**

#### **4. 声明、保证及承诺**

##### **4.1 Warranties of the Vendor**

##### **卖方保证**

The Vendor irrevocably warrants that:

卖方不可撤回地保证：

- (a) The Vendor is duly incorporated and validly existing as a limited liability company under the laws of the British Virgin Islands and has the full capacity and authority to enter into this Agreement and to exercise its rights hereunder and perform its obligations under this Agreement;

卖方是一家按照英属维尔京群岛法律合法成立和有效存续的有限责任公司，并且拥有完全行为能力及权限订立本协议，并按本协议行使卖方权利及履行卖方义务；

- (b) The execution of this Agreement by the Vendor, the exercise of its rights and performance of its obligations under this Agreement by the Vendor will not result in a breach of:

卖方订立本协议，按本协议行使卖方权利及履行卖方义务，不会违反：

- (i) any law or decree applicable to the Vendor; or

卖方须遵从的任何法律或指令；或

- (ii) any documents or constitutional documents of the Vendor pursuant to which the Vendor is incorporated or by which the Vendor is bound to handle affairs; or

卖方成立时所根据及 / 或规限卖方处理事务的任何文件或卖方之章程性文件；或

- (iii) any documents or agreements to which the Vendor is a party or by which the Vendor or its assets are bound;  
卖方作为签约方的任何文件或协议，或对卖方或其资产具有约束力的任何文件或协议；
- (c) This Agreement constitutes a valid, binding and enforceable document against the Vendor; All representations made by the Vendor in this Agreement are true, accurate and complete in all material respects;  
本协议对卖方构成有效、具有约束力及可予执行的文件；卖方在本协议内的所有陈述，在各重大方面均为真实、准确和完整；
- (d) The Vendor has not provided any form of guarantee or create any form of third-party interests or Encumbrances in favor of a third party over the Sale Shares, and the Vendor also warrants that the Sale Shares are free from any third-party rights or interests or Encumbrances at Closing;  
卖方并未以其于出售股份向任何第三者提供任何形式的担保或设立任何形式之第三者权益或产权负担，而卖方亦保证出售股份于成交时没有设置任何第三者的权利或权益或产权负担；
- (e) The Vendor has obtained all the proper authorizations to enter into this Agreement and perform and complete the transactions contemplated by this Agreement;  
对本协议签署及履行和完成本协议规定的交易，卖方已取得所有应当得到的正当授权；
- (f) All corporate or other actions, conditions or matters required to be taken, observed and performed pursuant to the constitutional documents and/or applicable laws (as the case may be) applicable to the Vendor have been taken, observed and performed on or before the date hereof, in order for:
  - (i) the Vendor to legally enter into this Agreement, exercise its rights and perform its obligations hereunder;
  - (ii) the Vendor's relevant obligations and liabilities to be legal, valid and enforceable; and
  - (iii) this Agreement to be a legal and valid document within the relevant jurisdiction;基于：
  - (i) 为使卖方能够合法订立本协议，行使卖方权利和履行卖方义务；
  - (ii) 为使卖方有关义务及责任能够合法、有效及可予执行；及
  - (iii) 为使本协议能在有关司法管辖区内成为合法有效的文件；

所有根据卖方章程文件及/或适用法律(视情况而定)需要采取、符合及作出的一切企业或其它行动、条件或事项,均已于本协议签署日或之前作出、遵守及履行;

- (g) Except otherwise agreed and disclosed prior to the execution of this Agreement, the execution of this Agreement and the performance and completion of the transactions contemplated by this Agreement do not require consent from any other economic entities or persons pursuant to the agreements binding on the Vendor or the licences held by the Vendor, and the execution of this Agreement and the performance and completion of the transactions contemplated by this Agreement do not violate the terms of the agreements binding on the Vendor or the licences held by the Vendor;

除在签署本协议以前已取得的同意和已披露之外,对本协议的签署及履行和完成本协议规定的交易不需要根据对卖方具有约束力的协议或卖方持有的许可证取得任何其它经济实体或个人的同意,本协议的签署及履行和完成本协议规定的交易也没有违反对卖方具有约束力的协议或持有的许可证的规定;

- (h) The sale of the Sale Shares to the Purchaser hereunder is not subject to any pre-emptive right or similar rights;

将出售股份按照本协议出售给买方不受任何优先权或类似权利的约束;

- (i) The Vendor has not entered into any agreements or concluded any arrangement with respect to the Sale Share with any other third party;

卖方没有就出售股份事宜与其它任何第三方签订任何协议或达成任何安排;

- (j) The Vendor has disclosed to the Purchaser all the material facts or circumstances relating to the Sale Shares in this Agreement, and no facts provided in this Agreement are in a material respect untrue, inaccurate or misleading as a consequence of failure to make such disclosure;

卖方在本协议中已向买方披露所有与出售股份相关的重大事实或情况,不存在因为未披露而导致本协议提供情况在重大方面不真实、不准确或给他人造成误导;

- (k) Subject to the applicable law and confidentiality obligation, the Vendor shall as soon as practicable notify the Purchaser upon the occurrence of any circumstance which reasonably comes to the attention of the Vendor and results in the representations and warranties given by the Vendor in this Agreement being untrue and inaccurate in a material respect.

受限于适用的法规和保密责任的限制，一旦发生任何引起卖方合理地关注并使本协议中卖方的陈述及保证在重大方面不真实、不准确的情况，卖方应盡快通知买方。

#### 4.2 **Warranties of the Guarantor** 担保人保证

- (a) The execution of this Agreement by the Guarantor, the exercise of its rights hereunder and performance of its obligations under this Agreement by the Guarantor will not result in a breach of:  
担保人订立本协议，并按本协议行使权利及履行义务，不会违反：
- (i) any law or decree applicable to the Guarantor; or  
担保人须遵从的任何法律或指令；或
- (ii) any documents, deeds or agreements to which the Guarantor is a party or by which the Guarantor or its assets are bound.  
担保人作为签约方的任何文件、契約或协议，或对担保人或其资产具有约束力的任何文件或协议。
- (b) This Agreement will constitute a valid, binding and enforceable document against the Guarantor. All representations made by the Guarantor (whether in the capacity of a Warrantor or the Guarantor) in this Agreement are in all material respects true, accurate and complete.  
本协议对担保人构成有效、具有约束力及可予执行的文件。担保人(不论以担保人或保证人身份)在本协议内的所有陈述，在各重大方面均为真实、准确和完整。

#### 4.3 **Warranties of the Warrantors** – The Warrantors hereby jointly and severally, unconditionally and irrevocably represent and warrant to the Purchaser pursuant to the terms of Clause 4 and Schedule 2 hereof:

**保证人保证** – 保证人按本协议第 4 条及附件 2 之条款谨此共同及个别地、无条件地及不可撤回地向买方声明及保证：

- (a) each of the Warranties are true, complete, accurate and are given truthfully on the date hereof and on the Closing Date;  
每一项保证于本协议签署日及于成交日期为真实、完整、准确及诚实地提供；
- (b) the Purchaser is entering into this Agreement in reliance upon such Warranties and the information disclosed in the Accounts;  
买方乃依据该些保证及在目标集团帐目披露之资料而签订本协议；及

- (c) subject to the matters disclosed in the Accounts, no information relating to the Target Group of which the Purchaser has knowledge (actual or constructive) and no investigation by or on behalf of the Purchaser shall prejudice any claim made by the Purchaser under the Warranties or operate to reduce any amount recoverable, and liability in respect thereof shall not be confined to breaches discovered before Closing.

除在目标集团帐目中披露之资料外，买方并不知悉任何有关目标集团公司之资料及无任何由买方或代表买方对目标集团公司进行之独立调查会损害买方根据保证而提出的申索或减少可追讨之数额，及追讨违反保证之损失并不限于在成交前已经发现违反的保证。

- 4.4 **Separate Warranty** – Each of the Warranties shall be deemed as separate and independent (its purpose is to grant the Purchaser the right to make separate claims and recoveries against a breach of any of the Warranties) and is not limited by reference to or inference from any other Warranty or any other terms of this Agreement (except expressly provided herein).

分开条文 - 每一项保证均被视为分开及独立的(其目的在于买方应就任何保证之违反拥有分开申索及追讨之权利)及不得因参照任何其它保证或任何其它本协议之条款或受其推断而受到局限(除非有明文规定外)。

- 4.5 **Disclosure** - Subject to applicable laws and confidentiality obligation, the Warrantors shall immediately disclose to the Purchaser in writing if the Warrantors become aware of any circumstance occurring prior to Closing which is or is likely to result in a breach of any Warranty or result in any Warranty being misleading, inaccurate, incomplete in any material respect (or which would, with lapse of time, constitute a breach of any Warranty or result in any Warranty being misleading, inaccurate, incomplete in any material respect), or that any Material Adverse Change or Effect has occurred or is likely to happen.

- 4.5 **披露** - 倘若保证人得知有任何于成交前发生之情况引致或可能引致违反任何保证或导致任何保证于任何重大方面具有误导性、不准确、不完整(或联同时间流逝构成违反任何保证或导致任何保证于任何重大方面具有误导性、不准确、不完整)或任何重大不利改变或影响已或有机会发生，受限于适用法规和保密责任的限制，保证人应立即以书面方式向买方披露。

- 4.6 **Representations and Limitations on Liability**  
责任声明和限制

The Warrantors will not be liable for any Claims under this Agreement after 24 months after Closing, except when the Purchaser has given a written notice to the Warrantors with respect to a Claim or circumstances (with reasonably sufficient particulars) of a potential Claim arising from this Agreement within such 24 months. The Purchaser shall not file a Claim against the Warrantors unless the sum exceeds HK\$100,000. Save for title defects in relation to the



Sale Shares, the maximum aggregate liabilities of the Warrantors under this Agreement shall be capped at an amount not more than 50% of the Consideration.

保证人于成交起 24 个月后对根据本协议提出的任何索赔不承担任何责任，除非买方已就申索事项或将引起本协议项下之潜在申索事项情况（具有足够合理的详情）于该 24 个月内书面通知保证人。只有在金额超过 100,000 港元时，买方可向保证人提出索赔。除销售股份的任何产权瑕疵外，保证人根据本协议的最高总承担责任不得超过转让价款的 50%。

**4.7 Warranties of the Purchaser – The Purchaser irrevocably represents, warrants and undertakes to the Vendor as follows:**

**买方保证** - 买方不可撤销地向卖方作出下列声明、承诺及保证：

- (a) The representations, warranties and undertakings given by the Purchaser are true, accurate, complete, full, unconditional and unreserved on the date hereof and on the Closing Date;

买方之声明、保证及承诺于本协议签订日和成交日期均为真实、准确、完整、充分、无条件及无保留；

- (b) The obligations of the Purchaser as provided in this Agreement are legal, valid and binding. The Purchaser shall implement and perform its obligations hereunder pursuant to the terms and conditions of this Agreement;

本协议中规定的须由买方承担的义务均为合法、有效、并具有约束力，买方均需按其条款及条件执行及履行其于本协议的义务；

- (c) The execution and performance of this Agreement by the Purchaser will not violate any relevant laws, regulations, agreements or rules, or any obligations (contractual or otherwise) binding on the Purchaser or any of its Assets; and

买方签署并履行本协议将不违反任何有关法律、规定、协定或法规,或任何对其或其任何资产具有约束力的（合同或其他性质的）义务。

**4.8 Undertakings of the Warrantors - The Warrantors unconditionally and irrevocably undertakes to the Purchaser that they will procure that no dividend or profit distribution will be declared by the Company from the date hereof to Closing.**

**保证人承诺** – 保证人无条件且不可撤销地向买方承诺，如果在本协议日至转让出售股份成交前期间，目标公司不会宣布股息或作出任何目标公司的其它溢利分派。

**5. [Deleted]**

**5. [Deleted]**

## 6. Undertakings of the Warrantors

### 6. 保证人承诺

- 6.1 After the signing of the Agreement and until the completion of the change of the directors of the Target Company as described in Clause 8.2(d) and 8.3 of this Agreement (the “**Transition Period**”), the Warrantors undertake that each of them will procure the day-to-day business of the Target Group Companies be continually operated on a normal and prudent basis and in accordance with past practice, and will not do or omit to do (or permit to do or omit to do) any act or matter other than in the ordinary course of business. In particular, each of the Warrantors shall procure (unless otherwise provided in this Agreement) the Target Group Companies not to do, permit or procure any act or omission prior to the end of the Transition Period without the Purchaser’s prior written consent which will or might constitute a breach of the Agreement or Warranties or any undertakings under this Agreement.

于本协议签署之后直至根据本协议第 8.2(d)条及第 8.3 条所述目标公司董事成员变更完成前(“**保持业务期间**”), 保证人承诺彼等将促使目标集团公司的日常业务以正常的和审慎的基础并符合以往的惯例下继续运行, 并且不会作出或不作出 (或允许作出或不作出)任何有别于日常运作的行为或事项。尤其, 保证人须促使(除本协议规定外)目标集团公司不会在保持业务期间结束前在未经买方事先书面同意下作出、允许或促使任何将会或可能构成违反本协议或其保证或本协议下的任何承诺的行为或遗漏。

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

在保持业务期间, 除本协议规定或买方事先书面同意(如该同意是符合本协议的规定, 有关同意不得不合理地延迟), 保证人须促使每间目标集团公司不得作出任何下列事项:

- (a) incur or permit or agree to incur any indebtedness of any Target Group Company or for which any Target Group Company has commitments in excess of HK\$100,000 in aggregate, other than in the ordinary course of business;  
在日常业务运作外, 产生或允许或同意产生任何目标集团公司或以任何目标集团公司为受益人的任何负债, 其数额合共超出100,000港元;
- (b) make a single payment in excess of HK\$100,000 other than in the ordinary course of business;  
在日常业务运作外, 作出单一超过100,000港元的付款;
- (c) add or delete or change any signatory of any bank and securities account



authorization of any of the Target Group Companies, except pursuant to this Agreement;

除根据本协议外，增加或删除或更改任何目标集团公司的任何银行和证券账户授权书的任何签署；

- (d) resolve to amend the memorandum or articles of association or constitutional documents of the Target Group Companies;  
决议修改目标集团公司组织章程大纲或章程文件；
- (e) make any changes relating to the business nature, scope, conditions or organization of the Target Group Companies;  
作出任何涉及目标集团公司业务性质、范围、条件或组织的变更；
- (f) issue or agree to issue any shares, warrants, bonds or other securities or loan stock convertible into shares or bonds, grant or agree to grant, redeem, modify any provisions of any rights or options to acquire or convert into any shares or loan stock, or take any action, which would cause the Purchaser's shares in the Target Company (on a fully diluted basis) to be lower than 51.42 % at or after the Closing Date;  
发行或同意发行任何股份、认股权证、债券或其它可转换成股份或债券的证券或借贷资本或授出或同意授出或赎回或修改任何目前可收购或可转换为任何股份或借贷资本的购股权或购买权的条款或采取任何的行动，以致导致买方在成交时或成交後在目标公司的股权（在充分稀释的基础上）低于 51.42% ；
- (g) enter into any single transaction, agreement or arrangement in excess of HK\$100,000 other than in the ordinary course of business;  
在日常业务运作外，进入任何单一价值超过100,000港元的交易、协议或安排；
- (h) modify, waive, extend any terms of any indebtedness of any of the Target Group Companies or for which any of the Target Group Companies has commitments;  
变更、免除、延长任何目标集团公司或以任何目标集团公司作为受益人的任何负债之任何条款；
- (i) create, permit or agree to create and incur any Encumbrances over any of its Businesses or Assets;  
就任何其业务或资产产生或允许或同意产生及引起任何产权负担；
- (j) incur any capital expenditure of any of the Target Group Companies;  
目标集团公司作出任何资本开支；
- (k) sell, transfer, lease, sublease, license, sublicense, assign or otherwise dispose of or agree to sell, grant or agree to grant any share options, transfer, lease, sublease, license, sublicense, transfer or otherwise disposal of, any Assets (especially including any of its Businesses or Assets, or any part or interests thereof) other than in the ordinary course

of business;

在日常业务运作外，出售、转让、出租、转租、许可、再许可、承让或以其它方式处置或同意出售、授出或同意授出任何购股权、转让、出租、转租、许可、再许可、转让或以其它方式处置任何资产(特别是包括其任何业务或资产，或其中任何部分或权益);

- (l) increase overdrafts limit or conduct any negotiations on drawing down on existing facilities;  
新增透支额或进行任何有关动用现有透支额的磋商;
- (m) terminate any agreement of any of the Target Group Companies involving an aggregate value in excess of HK\$100,000, or waive any outstanding contractual obligations under such agreement;  
终止任何目标集团公司的任何涉及价值超过 100,000港元总额的协议或放弃任何该等尚未履行之合约责任的权利;
- (n) commence, compromise, settle, waive, dismiss any civil, criminal, arbitral or other legal proceedings or waive any of the above rights of the parties regarding any claim, liabilities, action, demand, or dispute in a total amount exceeding HK\$100,000;  
就总额超过100,000港元的索赔或任何负债或申索或行动或要求或争议展开、妥协、和解、免除、解除任何民事、刑事、仲裁或其它法律程序或放弃任何有关上述各方的权利;
- (o) cancel, compromise or delete the amount recorded in the books of each Target Group Company as debtor or creditor;  
解除、妥协或注销任何记录在每间目标集团公司作为债务人或债权人于其帐簿中记录的金额;
- (p) terminate or permit the lapse of any insurance policy related to existing Assets;  
终止或允许任何与现有资产有关的保险政策失效;
- (q) conduct any business other than any existing Businesses;  
进行任何现有的业务以外的业务;
- (r) enter into any partnership or joint venture arrangement;  
签订任何合伙或合资安排;
- (s) do any act or thing that has a Material Adverse Effect or may result in a violation of any applicable law.  
作出任何有重大不利影响或可能导致违反任何适用法律的任何作为或事情。

6.3 The Warrantors irrevocably and unconditionally warrant and undertake that, from the date of this Agreement to 24 months thereafter or such date when the Guarantor ceases to be the director or employee of any Target Group Company (whichever is earlier) provided however that the Guarantor shall not resign from

the office of directorship or cease to be a director or employee of any of the Target Group Companies (other than the Target Company) for a period of 24 months from the date of this Agreement, they will use their best endeavours to procure that :

保证人不可撤销地及无条件地保证及承诺，自本协议签订日起至 24 个月后或担保人不再担任任何一家目标集团公司董事或雇员止(以较早者为准)，但担保人不可于本协议签署后的 24 个月内辞任或终止为目标集团公司董事或雇员，彼等將盡最大努力促使：

- (a) none of the Target Group Companies is or will be subject to investigation, enquiry, condemnation or questioning by or before any statutory or regulatory body in Singapore, Hong Kong or elsewhere as a result of breach of or non-compliance with any applicable laws, rules or regulations;  
没有任何一间目标集团公司正在或会因违反或不遵守任何适用的法律、规则或规例，而受到新加坡、香港或任何地方的任何法定或监管机构调查、查询、谴责或质询；
- (b) each of the Target Group Companies will comply with all applicable laws, rules or regulations in all material respects, and will comply with and obtain all Business Licences required for carrying on its Businesses and will comply with all legal or regulatory requirements regarding any transaction to which it is a party or regarding the Businesses;  
每一间目标集团公司会在所有重大方面遵守所有适用的法律、规则或规例，及已遵守和已取得所有规限其业务需要的营运许可，并会遵守有关其身为合约方的任何交易或关于业务的所有法律或监管要求；
- (c) none of the Target Group Companies is and will be subject to any investigation, inquiry, condemnation, inquiry or punishment by or before any statutory or regulatory body in Singapore, Hong Kong or elsewhere for any act of any Target Group Company.  
没有任何一间目标集团公司正在或会因为任何一间目标集团公司的任何行为而受到任何新加坡、香港或任何地方的任何法定或监管机构调查、查询、谴责、质询或处罚。

**6.4 Undertakings of the Warrantor relating to financing** - The Warrantors unconditionally and irrevocably undertake to the Purchaser that from the date of this Agreement to 24 months thereafter or such date when the Guarantor ceases to be the director or employee of any Target Group Company (whichever is earlier) provided however that the Guarantor shall not resign from the office of directorship or cease to be a director or employee of any of the Target Group Companies (other than the Target Company) for a period of 24 months from the date of this Agreement, without the prior written consent of the Target Company, no Target Group Company (other than the Target Company) shall incur or permit to incur

any financial indebtedness or raise any fund or incur any liabilities by whatever means.

**保证人有关融资的承诺** – 保证人在此无条件并不可撤销地向买方承诺，自本协议签订日起至 24 个月后或担保人不再担任任何一家目标集团公司董事或雇员止(以较早者为准)，但担保人不可于本协议签署后的 24 个月内辞任或终止为目标集团公司董事或雇员，在没有目标公司的书面批准的情况下，目标集团公司(目标公司除外)不可以产生或允许产生任何负债或以任何形式融资或招致任何责任。

- 6.5 Undertakings of the Guarantor relating to operation** - The Guarantor unconditionally and irrevocably undertakes to the Purchaser that from the date of this Agreement to 24 months thereafter or such date when the Guarantor ceases to be the director or employee of any Target Group Company (whichever is earlier) provided however that the Guarantor shall not resign from the office of directorship or cease to be a director or employee of any of the Target Group Companies (other than the Target Company) for a period of 24 months from the date of this Agreement, he shall use his best endeavours to operate the Target Group Companies which remain under his lawful power and authority in his capacity as directors of such companies on a normal and prudent basis and in accordance with past practice, and will not do or omit to do (or permit to do or omit to do) any act or matter other than in the ordinary course of business.

**担保人有关营运的承诺** – 担保人在此无条件并不可撤销地向买方承诺，自本协议签订日起至 24 个月后或担保人不再担任任何一家目标集团公司董事或雇员止(以较早者为准)，但担保人不可于本协议签署后的 24 个月内辞任或终止为目标集团公司董事或雇员，担保人承诺彼将尽最大努力按正常的和审慎的基础并符合以往的惯例营运彼仍为董事且受其合法权力及权限管辖之目标集团公司，并且不会作出或不作出(或允许作出或不作出)任何有别于日常运作的行为或事项。

- 6.6 Undertakings relating to the operation of the Target Group** – The Warrantors unconditionally and irrevocably undertake to arrange site visits to the premises of the Target Group Companies by the representative of the Purchaser at any reasonable time upon serving reasonable notice and to meet the management team of the Target Group Companies. Further, the Warrantors must procure that the Purchaser's representative shall have right to attend any board, committee or management meetings of the Target Group Companies (the Warrantors must as soon as possible arrange such attendance upon reasonable request) and receive all notices, materials, proposed resolutions and adopted resolutions in respect of the Target Group Companies and to access and review any documents or contracts (including, but not limited to, any corporate records, employee records, financial records and any agreement or document entered into by the Target Group Companies).

**保证人有关营运的承诺** – 保证人在此无条件并不可撤销地向买方承诺安排买方委派的代表有权在发出合理通知后的任何合理时间到经营场所实地考察及与目标集团公司的管理层会面。另外，保证人必须促使买方代表有权出席目标集团公

司的董事会、理事会或管理层会议(保证人在接到合理通知后应尽快安排), 及接收目标集团公司的所有通知、数据、拟通过及已通过的决议及取用及审阅目标集团公司的任何文件或合约(包括但不限于任何公司企业记录、员工记录、财务记录及任何目标集团公司签署的协议或文件)。

## **7. Offer**

### **7. 要约**

- 7.1 Subject to the Closing hereunder, the Purchaser undertakes to the Vendor that the Purchaser is required to make a mandatory offer in accordance with the time limit and terms stipulated in the Takeovers Code, and shall make all reasonable efforts to facilitate the issuance of the offer document after the announcement of the acquisition contemplated under this Agreement. The Vendor shall make all reasonable efforts to procure the Target Company to issue the relevant response documents to the Target Company's shareholders in accordance with the requirements of the SFC, the Stock Exchange, the Takeovers Code and the Listing Rules.

受限于本协议的成交, 买方向卖方承诺买方须按照收购守则规定之时限和条款作出强制要约, 并于本协议项下收购项目公告后应尽一切合理的努力促使发出回应文件, 及卖方应尽一切合理的努力促使目标公司根据证监会、联交所、收购守则及上市规则发出有关要约之文件予目标公司股东。

- 7.2 The Vendor shall make all reasonable efforts to procure the Target Company to provide the Purchaser (or its financial adviser or legal advisers) with all necessary information and assistance in preparing the offer document to enable the Purchaser to issue the offer document in accordance with the Takeovers Code. The Vendor also undertakes to the Purchaser to issue the relevant announcement in accordance with the time limit and terms stipulated in the Takeovers Code, and to make all reasonable efforts to facilitate the issuance of the offer document. The Vendor also undertakes to procure the Target Company to prepare the response document, and to ensure that the response document contain the matters and information applicable and necessary for the response document pursuant to the requirements of the Takeovers Code. The Vendor and the Purchaser hereby agree that the Vendor shall make all reasonable efforts to procure the Target Company to agree on the announcement and the offer documents prepared by the Purchaser's solicitors (the Vendor shall make all reasonable efforts to procure the Target Company to prepare and provide the contents which has to be prepared by the Target Company, such as the board circular, the financial information and general information of Target Company, etc.), and the obtaining of the clearance of the announcements and offer documents by the Purchaser's financial advisors or solicitors from the SFC and the Stock Exchange.

卖方应尽一切合理的努力促使目标公司向买方(或其财务顾问及法律顾问) 提供一切所需的资料和协助以准备要约文件, 使买方能按收购守则发出要约文件。卖方



亦向买方承诺须按照收购守则规定之时限和条款按时发出相关公告并应尽一切合理的努力促使发出回应文件，并承诺促使目标公司准备回应文件并确保回应文件按收购守则要求包含回应文件适用和必要的事项和资料。买卖双方在此同意，卖方应尽一切合理的努力促使目标公司同意由买方律师准备公告及要约文件(公告及要约文件中需要目标公司准备的内容，例如董事会通函、目标公司财务资料及目标公司一般资料等，卖方须尽一切合理的努力促使目标公司准备及提供)，并由买方财务顾问或买方律师从证监会及联交所取得该等公告及要约文件的批准。

## **8. Closing**

### **8. 成交**

- 8.1 Closing-** Closing shall take place at the office of the Purchaser's solicitors (or at such other place and time as the Vendor and the Purchaser may agree in writing) subject to due fulfilment of all (but not part of) the matters set out in Clause 8. The Vendor or the Purchaser is not obliged to perform the relevant obligations under this clause if the other Party does not perform (or has not performed) all of its obligations simultaneously under this clause.

**成交** - 成交在成交日期于买方律师的办事处进行（或于卖方及买方以书面互相协议之其它地方及时间），且须为第 8 条所载之全部(并非部份)相关事项发生。卖方或买方无义务履行本条款规定的有关责任，如另一方并非同时履行（或尚未履行）其于本条款项下之责任。

- 8.2 Closing Deliveries by the Vendor –** at or before Closing, the Vendor shall deliver the documents below to the Purchaser:

**卖方须交付之文件** - 于成交时或之前，卖方须交付以下文件予买方：

- (a) 12 sets of duly executed sold notes in respect of the Sale Shares in favor of the Purchaser (or its nominee) in the denomination designated by the Purchaser;  
12 份以买方(或其代理人)为受惠人及由买方指定面值并签署妥当的出售股份出售单据(sold notes);
- (b) give irrevocable delivery instruction in the standard form of the relevant CCASS Participant to enable the Sale Shares to be transferred and delivered by way of Delivery versus Payment in accordance with the Agreement and the CCASS General Rules and Operational Procedures, in order to deposit the Sale Shares into the account (account number B01565) of the CCASS Participant designated by Guotai Junan Securities (Hong Kong) Limited in accordance with the details provided by the Purchaser to the Vendor, or to complete the settlement in other manner as agreed by the Purchaser and the Vendor;  
给予相关的中央结算系统参与者的标准格式不可撤回交付指示，使其可为

出售股份按本协议和中央结算系统《一般规则》及《运作程序规则》规定以货银交付 (Delivery versus Payment) 方式进行账面过户交收及交付，以便按买方向卖方所提供的详细资料，将出售股份存入國泰君安證券(香港)有限公司指定的中央结算系统参与者的账户:户口号码 B01565 内，或以其它卖方及买方书面同意的方式完成交收；

- (c) certified copies of the Vendor's board resolutions approving the sale of the Sale Shares;

卖方同意本次出售出售股份的董事会决议核证副本；

- (d) copies of the resignation letters of the two current executive directors, one non-executive director and three independent non-executive directors of the Target Company resigning from their respective offices as directors of the Target Company with effect on the earliest date as permitted by the Takeovers Code, accompanying with confirmation from each of the directors that he/she has no claim whatsoever against the Target Company in respect of any nature due to the lost of directorship or other positions in the Target Group.

目标公司的 2 名现任执行董事、1 名现任非执行董事及 3 名现任独立非执行董事辞任目标公司董事之辞职信副本，生效日期为收购守则准许的最早日期为准，当中各自确认辞任人士无因其失去职位向目标公司有任何性质之申索；

- (e) a certified copy of the board minutes of the Target Company, approving at Closing, (1) the transfer documents referred to in Clause 8.2(a) and the transfer of Sale Shares; (2) resignation of the two current executive directors, one non-executive director and three independent non-executive directors with effect from the earliest date as permitted by the Takeovers Code; (3) change (if any) of the bank accounts authorized person of the Target Company, and authorize (as the Purchaser reasonably requires) an authorized person appointed by the Purchaser to operate such bank accounts from the Closing Date; and (4) any other matters under this Agreement to give effect to the Closing;

一份目标公司之董事会会议记录核证副本，批准于成交时：(1)于第 8.2(a)提及之转让文件及出售股份之转让；(2)接受 2 位现任执行董事、1 位现任非执行董事及 3 位现任独立非执行董事的辞职，及该等辞职于收购守则准许的最早日期生效；(3)应买方之要求，就目标公司之银行账户授权人作出修改(如有)，并授权 (按买方合理要求下)买方所委任之授权人士自成交日期起运作该等银行账户；及(4)任何根据本协议之其它事项以使成交生效；

- (f) all records of the Target Company (including the certificate of incorporation, register of members and directors, accounts, books and record and all the documents relating to the Target Company);

目标公司的全部簿册(包括公司成立证书、股东及董事登记名册、会计帐目及其他目标公司的文件)；

(g) all seal and chops of the Target Company (including the common seal and all other company chops of the Target Company);  
目标公司全部公司印章(包括钢印及目标公司其他印章)；

(h) any other documents that the Purchaser may reasonably request to give effect to the transfer of the Sale Shares and complete the handover of the Target Group.

任何其它买方可能合理要求之文件，以使出售股份之转让得到生效及目标集团移交完成。

**8.3 Appointment** - The Vendor and the Guarantor jointly and severally undertake to procure the Target Company to appoint the persons nominated by the Purchaser to take office as the executive directors and independent non-executive directors of the Target Company. Such appointment shall take effect on the earliest date as permitted by the Takeovers Code.

**委任** - 卖方及担保人共同及个别地承诺促成目标公司委任由买方提名之人士分别出任目标公司之执行董事及独立非执行董事及该等委任于收购守则准许的最早日期生效。

**8.4 Closing Deliveries** - Subject to the satisfaction and compliance with the conditions set out in Clause 8.2, the Purchaser shall, at Closing:

**成交款项** - 受限于第 8.2 条列出的事项已经履行及符合，买方须于成交时：

(a) instruct its CCASS Participants to pay the Consideration by way of Delivery versus Payment on the same day to the account of the CCASS Participants designated by ChaoShang Securities Limited: Account Number B02022; and

于同日以货银交付 (Delivery versus Payment) 的方式指示其中央结算系统参与者支付转让价款至潮商证券有限公司指定的中央结算系统参与者的账户: 户口号码 B02022; 及

(b) deliver a certified copy of the board resolutions of the Purchaser approving the purchase of the Sale Shares.

买方同意本次购买出售股份的董事会决议核证副本。

**8.5 Purchaser's Remedy** - Unless the Vendor fully complies with the requirements of Clause 8.2, the Purchaser is not obliged to complete the Agreement or perform any obligations under the Agreement. Without prejudice to any other remedies available to the Purchaser on the Closing Date, the Purchaser may:

**买方补救方法** - 除非卖方完全遵守第 8.2 条的要求，否则，买方没有责任完成本



协议或履行本协议项下的任何义务。在不损害任何其它于成交日期可提供给买方的补救办法之情况下，买方可：

- (a) subject to the premise of time is of essence, postpone the Closing Date to a date no more than 28 days after the original Closing Date (this Clause 8 applies to the postponed Closing Date). If Closing is not completed on the postponed Closing Date, the Purchaser may terminate the Agreement and claim damages against the Vendor; or  
在时间应为重要因素的前题下，将成交日期顺延至不超过原来成交日期后 28 天 (本第 8 条的规定适用于延期后的成交日期)。如果成交未能在延期后的成交日期完成，买方可解除本协议并向卖方要求赔偿损失；或
- (b) proceed to Closing so far as practicable (without prejudice to its rights) to the extent that the Vendor has not performed its obligations under this Agreement; or  
继续进行成交至切实可行（但不损害买方的权利）至限于卖方没有履行其在本协议下的义务；或
- (c) terminate the Agreement as if the Vendor is in breach of the conditions under the Agreement; or  
视本协议为由卖方违反了本协议的条件下终止协议；或
- (d) demand specific performance of the obligations of the Vendor under the Agreement without prejudice to any other remedies available to the Purchaser under common law or equity law.  
要求卖方在不损害买方在普通法或衡平法下的任何其它补救权利下强制执行本协议的条文。

**8.6 Vendor's Remedy** - Unless the Purchaser fully complies with the requirements of Clause 8.4, the Vendor is not obliged to complete the Agreement or perform any obligations under the Agreement. Without prejudice to any other remedies available to the Vendor on the Closing Date, the Vendor may:

**卖方补救方法** - 除非买方完全符合第 8.4 条 的要求，否则，卖方没有责任完成本协议或履行本协议项下的任何义务。在不损害任何其它于成交日期可提供给卖方的补救办法之情况下，卖方可：

- (a) subject to the premise of time is of essence, postpone the Closing Date to a date no more than 28 days after the original Closing Date (this Clause 8 applies to the postponed Closing Date). If Closing is not completed on the postponed Closing Date, the Vendor may terminate the Agreement and claim damages against the Purchaser; or  
在时间应为重要因素的前题下，将成交日顺延至不超过原来成交日期后 28 天 (本第 8 条的规定适用于延期后的成交日期)。如果成交未能在延期

后的成交日期完成，卖方可解除本协议并向买方要求赔偿损失；或

- (b) proceed to Closing so far as practicable (without prejudice to its rights) to the extent that the Purchaser has not performed its obligations under this Agreement; or  
继续进行成交至切实可行（但不损害卖方的权利）至限于买方没有履行其在本协议下的义务；或
- (c) terminate the Agreement as if the Purchaser is in breach of the conditions under the Agreement; or  
视本协议为由买方违反了本协议的条件下终止协议；或
- (d) demand specific performance of the obligations of the Purchaser under the Agreement without prejudice to any other remedies available to the Vendor under common law or equity law.  
要求买方在不损害卖方在普通法或衡平法下的任何其它补救权利下强制执行本协议的条文。

## **9. Confidential information and Announcements**

### **9. 保密资料及公告**

Each of the Parties to the Agreement hereby undertakes that, before or after Closing, without the consent of the other Parties (such consent shall be granted subject to specific conditions and under general or specific circumstances, and shall not to be unreasonably withheld or delayed), no Party shall make any announcement in connection with the Agreement or transactions contemplated by this Agreement (except for any press release, other public announcement or disclosure required to be issued, permitted or authorised under laws applicable to any Party or its controlling company, any regulations or rules relating to the relevant securities transaction (including Listing Rules and the Takeovers Code), or on demand of regulatory or supervisory body).

各本协议之签约方仅此承诺于成交前或之后，除非另一签约方已就该公告给予其同意(该些同意可在受限于某些条件下及在一般或特定情况下给予，且不可不合理地不给予或延误)，否则，其不应就本协议或本协议项下拟进行之交易作出任何公告(除了在任何签约方或其控股公司所受规限的法律或任何相关证券交易适用之规则或规例(包括上市规则及收购守则)或任何监管或规管机构要求下发出或准许或授权发出之任何新闻稿或其它公开声明或披露)。

## **10. Further Assurance**

### **10. 进一步保证**

Each of the Parties to the Agreement hereby undertakes to the other Parties that

it will (notwithstanding Closing) take all such actions and sign all such deeds and documents as necessary or advisable to give effect to and make effective the Agreement and the transactions contemplated by this Agreement.

各签约方仅此向另一方保证，其将（尽管成交后）做出所有可能需要或适宜的行动及事宜及签订一切契据及文件，以使本协议及其项下拟进行之交易生效及具法律效力。

## **11. Waiver**

### **11. 豁免**

Any waiver by the non-breaching Party of any breach of any provision of this Agreement by the breaching Party shall not be deemed as a waiver of any subsequent breach or a waiver of any breach of any other provisions of this Agreement. Meanwhile, no failure in exercise of any right under this Agreement by the non-breaching Party shall be construed as a waiver of such right.

任何由非违约方放弃追究违约方在本协议中的任何条文的违反不应被视为放弃追究任何后续违反或豁免本协议任何其它条文的违反，同时，由非违约方宽限或延迟行使本协议下的任何权利，不得解释为放弃该权利。

## **12. Non-Assignment**

### **12. 不可转让**

This Agreement shall be binding upon and inure to the benefits of the successors or assignees of the Parties. Without the consent of the other Parties, none of the Parties shall assign its rights and obligations hereunder.

本协议对签约方的继承人或承让人均有约束力，并对各方之继承人或承让人的利益有效。任何签约方不能在未得到另一方同意下就其于本协议项下之权利及责任作出转让。

## **13. No Merger**

### **13. 非合并条款**

The provisions of this Agreement including all the undertakings, warranties, representations and indemnities of this Agreement shall remain in full force and effect.

本协议的条文包括本协议之所有承诺、保证、声明及弥偿将继续全面生效。

**14. Time of Essence**

**14. 时间因素**

The time, date and period referred to in this Agreement and those time, date and periods in lieu of the foregoing as agreed by the Parties shall be the essence of this Agreement.

本协议中所提及之时间、日期及时期和本协议签约方所协议以取代前述之时间、日期及时期均为本协议之重要因素。

**15. Illegality and Unenforceability**

**15. 不合法和不能强制执行**

If any provision of this Agreement is declared illegal, invalid or unenforceable in law, such provisions shall be deemed to have not been included in this Agreement and the validity of the remaining provisions of this Agreement shall not be affected thereby.

若本协议的某些条款在将来被宣布裁定为不合法、无效或在法律上不可强制执行, 该等条款应视为未列入本协议内, 而不会影响本协议其它条款的有效性。

**16. Entirety**

**16. 构成本协议之文件**

This Agreement and any documents referred to herein constitute the entire agreement between the Parties. Any variation to this Agreement shall be valid only if made in writing and signed by the authorized person of each Party.

本协议及本协议内所提及之任何文件构成本协议各签约方的整份协议。本协议的任何变更须以各签约方授权人所签署之书面形式方为有效。

**17. Costs and Expenses**

**17. 成本及费用**

**17.1 Costs-** Each Party shall bear its own costs and expenses (including attorney fees and transaction costs) for the preparation, execution and performance of this Agreement.

**成本** - 各签约方须负责支付其各自有关准备、执行及履行本协议的成本及费用 (包括律师费及交易成本)。

**17.2 Stamp duty-** The stamp duty (if any) payable for the transfer of the Sale Shares will be equally borne by each Party. Save for the aforementioned stamp duty, such other taxes payable arising from the transfer of the Sale Shares (if any) in PRC or Hong Kong shall be borne by the respective Parties.

**印花稅** - 因出售股份轉讓而須支付之印花稅(如有)將由買方及賣方均付。除上述印花稅外，因出售股份轉讓而引致各簽約方於中國或香港須繳納的其他稅項(如有)由各簽約方各自自行承擔。

## **18. Execution and Counterparts**

### **18. 簽立及副本**

This Agreement may be made in one or more counterparts, each of which shall be binding on the Parties or their representatives, but all counterparts together constitute a single document. For avoidance of doubt, this Agreement shall not be binding on all Parties unless and until all Parties or their representatives have signed this Agreement.

本協議可以一份或一份以上副本簽立，每份副本對簽立協議的各簽約方或其代表具有約束力，惟所有副本一併構成單一文件。為免生疑，本協議除非及直至表示為本協議簽約方的所有人士或其代表簽訂後方對本協議任何簽約方具約束力。

## **19. Governing Law, Jurisdiction and Process Agent**

### **19. 适用法律、管轄區域及法律程序代理人**

- 19.1 Governing law.** This Agreement shall be governed by and construed in accordance with the laws of Hong Kong. Any claim or matter arising under this Agreement shall be irrevocably submitted to the non-exclusive jurisdiction of the Hong Kong courts.

**适用法律：**本協議受香港法律管轄并按其解釋。各簽約方就本協議項下所產生之任何申索或事項謹此不可撤回地送交香港的非專屬管轄法院。

- 19.2 Non-exclusive jurisdiction.** No provision in this Agreement shall be deemed to restrict the rights of either Party to bring a lawsuit against another Party in any court with jurisdiction. Litigation initiated or conducted in any jurisdiction does not constitute a limitation or exclusion of litigation initiated or conducted simultaneously in another jurisdiction.

**非專屬管轄區域：**本協議的任何條款均不能視為對任何一方在任何具司法管轄權的法院向另一方提出訴訟的權利之限制。而在任何一個司法管轄區所提出或進行的訴訟並不構成在另一個司法管轄區同時提出或進行訴訟的限制或排除。

- 19.3** The Vendor hereby irrevocably appoints Messrs. Loong & Yeung of Room 1603, 16/F, China Building, 29 Queen's Road Central, Central, Hong Kong as its process agent to receive on its behalf service of notices, demands, other communications, legal actions or other legal process arising from or relating to this Agreement in Hong Kong. The Vendor hereby agrees that any such legal process of a court or arbitral tribunal (including any writs and originating summons or any other summons or notifications in other forms) which are

delivered by others to the Vendor shall be sufficiently and properly served on it if:

卖方特此不可撤销地委任龙炳坤、杨永安律师行，其地址为香港中环皇后大道中 29 号华人行 16 楼 1603 室，作为其法律程序代理人，代表卖方接受由本协议产生或有关于香港的通知、要求或其他沟通或法律行动或诉讼之程序之送达。卖方特此同意在法院或仲裁庭的任何法律程序，包括任何令状或原诉传票或以其他形式及任何其他传票或通知将要由其他方向卖方送达，须视为足够及妥为送达：

- (a) it is given by personal delivery to the following address provided by the process agent, when delivered face to face; and

倘若由专人当面送递往法律程序代理人于项下提供之地址，于当面送递时；及

- (b) it is given by prepaid mail to the following address provided by the process agent, forty-eight (48) hours after it is posted.

倘若以预付邮资信寄往法律程序代理人于项下提供之地址，于寄出后四十八(48)小时。

- 19.4 The Purchaser hereby irrevocably appoints 李昀泽 of Room 2503, Cosco Tower, 183 Queen's Road Central, Sheung Wan, Hong Kong as its process agent to receive on its behalf service of notices, demands, other communications, legal actions or other legal process arising from or relating to this Agreement in Hong Kong. The Purchaser hereby agrees that any such legal process of a court or arbitral tribunal (including any writs and originating summons or any other summons or notifications in other forms) which are delivered by others to the Purchaser shall be sufficiently and properly served on it if:

买方特此不可撤销地委任李昀泽，其地址为香港上环皇后大道中 183 号中远大厦 2503 室作为其法律程序代理人，代表买方接受由本协议产生或有关于香港的通知、要求或其他沟通或法律行动或诉讼之程序之送达。买方特此同意在法院或仲裁庭的任何法律程序，包括任何令状或原诉传票或以其他形式及任何其他传票或通知将要由其他方向买方送达，须视为足够及妥为送达：

- (a) it is given by personal delivery to the following address provided by the process agent, when delivered face to face; and

倘若由专人当面送递往法律程序代理人于项下提供之地址，于当面送递时；及

- (b) it is given by prepaid mail to the following address provided by the process agent, forty-eight (48) hours after it is posted.

倘若以预付邮资信寄往法律程序代理人于项下提供之地址，于寄出后四十八(48)小时。



19.5 The Guarantor hereby irrevocably appoints Messrs. Loong & Yeung of Room 1603, 16/F, China Building, 29 Queen's Road Central, Central, Hong Kong as its process agent to receive on its behalf service of notices, demands, other communications, legal actions or other legal process arising from or relating to this Agreement in Hong Kong. The Guarantor hereby agrees that any such legal process of a court or arbitral tribunal (including any writs and originating summons or any other summons or notifications in other forms) which are delivered by others to the Guarantor shall be sufficiently and properly served on it if:

担保人特此不可撤销地委任龙炳坤、杨永安律师行，其地址为香港中环皇后大道中 29 号华人行 16 楼 1603 室，作为其法律程序代理人，代表担保人接受由本协议产生或有关于香港的通知、要求或其他沟通或法律行动或诉讼之程序之送达。担保人特此同意在法院或仲裁庭的任何法律程序，包括任何令状或原诉传票或以其他形式及任何其他传票或通知将要由其他方向担保人送达，须视为足够及妥为送达：

(a) it is given by personal delivery to the following address provided by the process agent, when delivered face to face; and

倘若由专人当面送递往法律程序代理人于项下提供之地址，于当面送递时；及

(b) it is given by prepaid mail to the following address provided by the process agent, forty-eight (48) hours after it is posted.

倘若以预付邮资信寄往法律程序代理人于项下提供之地址，于寄出后四十八(48)小时。

## 20. Notices

### 20. 通知

20.1 **Address.** Notices, requests or other communications issued or made under this Agreement shall be in writing and delivered or sent to the relevant Party at the address or fax number set out below (or other address or fax number designated by the recipient by giving the other Parties two (2) Business Day's prior written notice):

**地址：**根据本协议发出或作出的各项通知、要求或其它通讯应以书面形式，并按下文所载地址或传真号（或受件人于两（2）个营业日前向另一签约方事先发出的书面通知所指定的其它地址或传真号）交付或寄发有关签约方：

(a) To the Vendor  
给卖方

**Mighty One Investments Limited**

Address: 16 Kew Drive Singapore 467957

地址:  
Fax number: (65) 6363 9971  
传真号码:  
Attention: Mr. Kuah Ann Thia  
收件人:

(b) To the Guarantor  
给担保人

Mr. Kuah Ann Thia  
柯安錠先生  
Address: 16 Kew Drive Singapore 467957  
地址:  
Fax number: (65) 6363 9971  
传真号码:

(c) To the Purchaser  
给买方

Full Fortune International Co., Ltd.  
宝来国际有限公司  
Address: 中國上海市芳林路 398 弄 102 号  
地址:  
Fax number: (86) 021 36328999  
传真号码:  
Attention: 陈国宝  
收件人:

**20.2 Delivery** - Any notice under or in connection with this Agreement shall be delivered personally or by first-class mail or fax.

**送递** - 任何有关本协议或其项下之通知应以专人交付或第一等邮件或传真形式送出。

**20.3 Service** - Notices under this Agreement shall be deemed to have been duly served as follows:

**送达** - 有关通知就以下时间应被视为已被送达:

- (a) notices given by personal delivery shall be deemed officially delivered upon delivery to the recipient;  
如以专人交付有关通知, 则于接获时视为正式送达;
- (b) notice given by mail shall be deemed to be officially delivered forty-eight (48) hours after the post office has sent the mail;



如以邮寄方式发出通知，则于由邮政机构寄发邮件后 48 小时后被视为正式送达；

- (c) notices given by facsimile transmission shall be deemed effectively delivered twelve (12) hours after the transmission.

如以传真传输方式发出有关通知，则于其送出 12 个小时后被视为正式送达。

- 20.4 **Proof of Delivery-** In proving the formal delivery of a notice it shall be sufficient to prove that the notice was delivered by personal delivery or the envelope containing the notice was properly addressed and served to the post office for safekeeping (as the prepaid first-class mail) or that the facsimile transmission was properly addressed and dispatched.

**送达证明** - 以当专人已送达或载有该通知的信封上妥当地注明地址并送达至邮政机构作保管(作为预缴第一等邮件)或传真方式已妥当地注明号码及发出，则足以证明通知已正式送达。

- 20.5 **Acknowledgement** – In executing this Agreement, it is hereby acknowledged that P. C. Woo & Co. acts as legal counsel to the Purchaser only in connection with this Agreement and Loong & Yeung acts as legal counsel to the Vendor only in connection with this Agreement. The other Parties have been duly advised to seek independent legal advice and obtain separate legal representatives.

**确认** - 本协议签约谨此确认胡百全律师事务所就本协议仅为买方之代表律师而龙炳坤、杨永安律师行就本协议仅为卖方之代表律师及已妥当地建议其它签约方寻求独立法律意见及取得分开的法律代表。

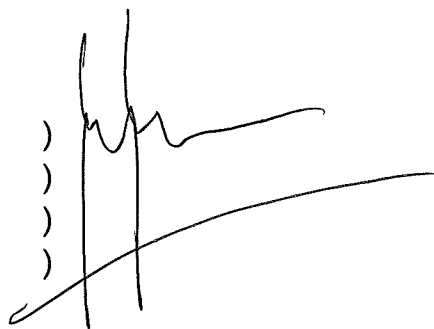
- 20.6 **Language** – If there is any inconsistency or ambiguity between the English version and the Chinese version, the English version shall prevail.

**语文**- 如中、英文两个版本有任何抵触或不相符之处，应以英文版本为准。

**IN WITNESS WHEREOF** the Parties hereto have executed this Agreement on the day and year first above written.

**SIGNED** by  
for and on behalf of  
Mighty One Investments Limited  
In the presence of

)  
)  
)  
)




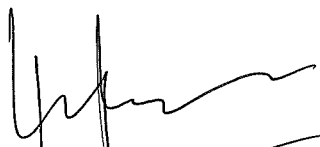
CHIU WANG KEI  
Solicitor, Hong Kong SAR  
Messrs. Loong & Yeung

本协议按文首所述日期由各签约方签署，以兹证明：

由 )  
代表 Mighty One Investments Limited )  
签署 )  
见证人： )

**SIGNED, SEALED and DELIVERED**  
by Mr. Kuah Ann Thia  
In the presence of

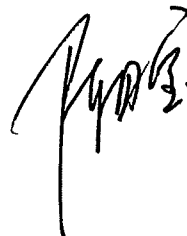
)  
)  
)



**CHIU WANG KEI**  
**Solicitor, Hong Kong SAR**  
**Messrs. Loong & Yeung**

由柯安錠先生 )  
签署、交付及盖章 (以契约形式签署) )  
见证人: )

**SIGNED** by Chen Guobao )  
For and on behalf of )  
Full Fortune International Co., Ltd )  
In the presence of )  
由陈国宝 )  
代表宝来国际有限公司 )  
签署 )  
见证人: )



**TSANG HIU MAN**  
**Solicitor, Hong Kong SAR**  
**P. C. WOO & CO.**

## **Schedule 1**

### **附件 1**

#### **Particulars of the Target Company**

##### **目标公司之资料**

Name of Company 公司名称	:	Kakiko Group Limited
Registered Office 注册办事处地址	:	Vistra (Cayman) Limited P. O. Box 31119 Grand Pavilion, Hibiscus Way 802 West Bay Road, Grand Cayman KY1-1205 Cayman Islands
Principal Place of Business in Hong Kong 香港主要营业地点	:	Room 1603, 16/F, China Building, 29 Queen's Road Central, Central, Hong Kong 香港中环皇后大道中 29 号华人行 16 楼 1603 室
Place of Incorporation 成立地方	:	Cayman Islands 开曼群岛
Date of Incorporation 成立日期	:	14 February 2017 2017 年 2 月 14 日
Registration Number 注册号	:	319822 319822
Directors 董事	:	Mr. Kuah Ann Thia, Ms. Dolly Hwa Ai Kim, Mr. Lu Yong, Mr. Ong Shen Chieh, Mr. Lau Kwok Fai Patrick, Mr. Lam Raymond Shiu Cheung 柯安錠先生、柯爱金女士、陆勇先生、王圣洁 先生、刘国辉先生及林兆昌先生
Secretary 秘书	:	Mr. Chan Yip Wang 陈业宏先生
Authorized Share Capital 法定股本	:	HK\$20,000,000 divided into 2,000,000,000 Target Shares of HK\$0.01 per share 港币 20,000,000 元分为 2,000,000,000 每股 面值港币 0.01 元的目标股份

Issued Share Capital	:	1,230,000,000 Target Shares
已发行股本	:	1,230,000,000 股目标股份
Auditor	:	Foo Kon Tan LLP
核数师	:	Foo Kon Tan LLP
Mortgages and Charges	:	Nil
按揭及抵押	:	無
Other Issued Securities (including convertible bonds or other securities convertible into the Target Shares)	:	Nil
其它已发行的证券 (包括可换 股债券或其它可换目标股份的 证券)	:	無



**Schedule 1A****附件 1A****Members of the Target Group Company****目标集团公司成员**

Company Name 公司名称	Place of incorporation 成立地点	Authorized Share Capital / Registered Capital 法定股本/注册资本	Issued Share Capital/Equity 已发行股本/股权		Major Business 主要业务
			Directly Held by the Target Company 目标公司直接持有	Indirectly Held by the Target Company 目标公司间接持有	
Real Value Global Limited	British Virgin Islands 英属维尔京群岛	US\$50,000 50,000 美元	US\$10 (10 美元)  100%		Investment Holding 投资控股
Harbour Gold Investments Limited	British Virgin Islands 英属维尔京群岛	US\$50,000 50,000 美元		US\$1 (1 美元) 100%	Investment Holding 投资控股
Leading Elite Global Limited	British Virgin Islands 英属维尔京群岛	US\$50,000 50,000 美元		US\$1 (1 美元) 100%	Investment Holding 投资控股

Company Name 公司名称	Place of incorporation 成立地点	Authorized Share Capital / Registered Capital 法定股本/注册资本	Issued Share Capital/Equity 已发行股本/股权		Major Business 主要业务
			Directly Held by the Target Company 目标公司直接持有	Indirectly Held by the Target Company 目标公司间接持有	
Priceless Developments Limited	British Virgin Islands 英属维尔京群岛	US\$50,000 50,000 美元		US\$1 (1 美元) 100%	Investment Holding 投资控股
Promising Elite Investments Limited	British Virgin Islands 英属维尔京群岛	US\$50,000 50,000 美元		US\$1 (1 美元) 100%	Investment Holding 投资控股
Tenshi Resources International Pte. Ltd.	Singapore 新加坡	-		S\$50,000 (50,000 新加坡元) 100%	Provision of Human Resources Service 提供人力服务
Accenovate Engineering Pte. Ltd.	Singapore 新加坡	-		S\$100,000 (100,000 新加坡元) 100%	Provision of Human Resources Service 提供人力服务
Keito Engineering & Construction Pte. Ltd.	Singapore 新加坡	-		S\$500,000 (500,000 新加坡元) 100%	Provision of human resources service 提供人力服务
KT&T Engineers and Constructors Pte. Ltd.	Singapore 新加坡	-		S\$150,000 (150,000 新加坡元) 100%	Provision of human resources service 提供人力服务

Company Name 公司名称	Place of incorporation 成立地点	Authorized Share Capital / Registered Capital 法定股本/注册资本	Issued Share Capital/Equity 已发行股本/股权		Major Business 主要业务
			Directly Held by the Target Company 目标公司直接持有	Indirectly Held by the Target Company 目标公司间接持有	
KT&T Resources Pte. Ltd.	Singapore 新加坡	-		S\$50,000 (50,000 新加坡元 100%	Provision of human resources service 提供人力服务
Nichefield Pte. Ltd.	Singapore 新加坡	-		S\$150,000 (150,000 新加坡元 100%	Provision of dormitory service 提供宿舍服务
Kanon Global Pte. Ltd.	Singapore 新加坡	-		S\$50,000 (50,000 新加坡元 100%	Provision of dormitory service 提供宿舍服务
Accenovate Consulting (Asia) Pte. Ltd.	Singapore 新加坡	-		S\$200,000 (200,000 新加坡元 100%	Provision of information technology services and supporting services 提供资讯科技服务及建造配套服务
KT&T Global Pte. Ltd.	Singapore 新加坡	-		S\$100,000 (100,000 新加坡元 100%	Provision of information technology services and supporting

Company Name 公司名称	Place of incorporation 成立地点	Authorized Share Capital / Registered Capital 法定股本/注册资本	Issued Share Capital/Equity 已发行股本/股权		Major Business 主要业务
			Directly Held by the Target Company 目标公司直接持有	Indirectly Held by the Target Company 目标公司间接持有	
					services 提供资讯科技服务及建造配套服务

## **Schedule 2**

### **附件 2**

## **Warranties**

### **保证**

Except otherwise disclosed in this Agreement, the prospectus, annual/interim report(s), annual/interim results announcement(s) and such other documents published on the website of the Stock Exchange and all findings that come to knowledge of the Purchaser and/or its legal or financial advisers during the due diligence exercise against the Target Group, the Warrantors hereby jointly and severally makes the following representations, warranties and undertakings to the Purchaser, and all representations and facts statements listed in Schedule 2 or included in this Agreement are true and accurate to the best of his/its knowledge, information and belief in all material respects at all times as of the date of this Agreement and as at the Closing Date.

除已于本协议、招股章程、年度/中期报告、年度/中期业绩公告及联交所网站上公布的其他文件披露，以及在尽职调查期间买方及/或其法律或财务顾问得悉的所有针对目标集团的调查结果外，保证人谨此共同及个别地据其所知所悉所信向买方作出如下的声明、保证及承诺，所有在附件 2 中列出或包含在本协议内的声明及事实陈述于本协议签订日以及直至成交的所有时间在各重大方面均为真实及准确。

### **1. General Matters**

#### **一般事项**

- 1.1 The information in Schedule 1 and Schedule 1A to this Agreement is true, accurate and complete in all respects.

本协议附件 1 及附件 1A 的资料在各方面均为真实、准确及完整。

- 1.2 The issued share capital, equity interests or other entitlements of each of the Target Group Companies with which the shareholders have the power to appoint directors, managers or trustees, are free and clear of any Encumbrances, together with all rights and interests attaching thereto. None of the Target Group Companies has agreed to issue or allot any securities or other ownership interests.

赋予股东一般权力选出董事、经理或受托人的每一间目标集团公司之已发行股本、股权权益或其它拥有权权益并无任何产权负担，亦与所有附带的权利及权益一并持有。每一间目标集团公司均没有同意发行或配发任何证券或其它拥有权权益。

- 1.3 The Target Company has no other subsidiaries or affiliates other than the Target Group Companies (except the Target Company).

目标公司除目标集团公司(目标公司除外)以外没有其它任何附属公司或关

联公司。

- 1.4 Other than the Target Group Companies (except the Target Company), the Target Company will not become the owner or registered holder of any shares, equity interests or any securities interests of any corporate body, partnership, joint venture/association or any other capital, at present and at Closing, wherever such corporate body, partnership, joint venture/association or capital are registered or established, nor will the Target Group directly or indirectly hold any interests in such corporate body, partnership, joint venture/association or capital.

目标公司除目标集团公司(目标公司除外)以外,现在及在成交时将不会成为任何法人团体、合伙业务、合资/合营企业或任何其它资本之任何股份、股权权益、其它证券权益的拥有人或登记持有人,不论该些法人团体、合伙业务、合资/合营企业或资本在何地注册或成立,亦不会直接或间接于该些法人团体、合伙业务、合资/合营企业或资本拥有任何权益。

- 1.5 The Target Company does not have any investment or interests in any other aspect other than the Businesses of the Target Group Companies (except the Target Company).

目标公司除目标集团公司(目标公司除外)业务以外,在任何其它方面没有任何投资或权益。

## **2. Compliance with Laws** **符合法律要求**

- 2.1 Each of the Target Group Companies has properly and appropriately complied with all the requirements for filing or registration of corporate or other documents under the relevant laws of its place of establishment.

每一间目标集团公司均已妥当及适当地遵守其成立地相关法律下所有关于公司或其它文件送交存档或注册之要求。

- 2.2 The Target Company has at all times complied with the requirements of the Listing Rules and the Takeovers Code after its listing on the Main Board of the Stock Exchange. The Target Company has not received any enquiries from and is not subject to investigation by, the Stock Exchange or the SFC on any breach of the Listing Rules or the Takeovers Code.

目标公司在联交所主板上市后,一直遵守上市规则及收购守则的规定。目标公司没有收到联交所或证监会就有关违反上市规则或收购守则的查询及没有受联交所或证监会的调查。

- 2.3 The statutory books, meeting minutes or other equivalent documents of each of the Target Group Companies have been properly filled in all respects in compliance with the legal requirements of each of the Target Group Companies.



The shareholding records of all equity interests, registered capital, bonds or other securities held by each of the Target Group Companies are properly kept in the principal place of business of each of the Target Group Companies.

每一间目标集团公司的法定簿册、会议记录簿册或其它相等文件在所有方面已妥当地填写，并已遵守有关每一间目标集团公司的法律规定。每一间目标集团公司所有股权权益、注册资本、债券或其它证券的持股记录于每一间目标集团公司的主要营业地点妥善保存。

- 2.4 The register of members, register of shareholders, register of directors, register of mortgages and charges (if applicable) or equivalent documents of each of the Target Group Companies are correct, and to the knowledge of the Warrantors, none of the Target Group Companies has received any application or request for corrections to register of members, register of shareholders, register of directors, register of mortgages and charges (if applicable) and there is no circumstance happened or occurring that may cause an application or request to correct such registers.

每一间目标集团公司的成员、股东、董事、按揭和押记名册（若适用）或其它相等文件均为正确，就保证人所知悉，没有任何一间目标集团公司有接获任何更正成员、股东、董事、按揭和押记名册（若适用）的申请或要求，亦没有出现或发生任何可能引起更正该些名册的申请或要求之情况。

- 2.5 (a) None of the Target Group Companies has violated or breached any applicable laws, rules or regulations or has been investigated, questioned, condemned or inquired by any statutory or regulatory body in Singapore, Hong Kong or elsewhere. To the knowledge of the Warrantors, none of the Target Group Companies are subject to investigation by any statutory or regulatory body in Singapore, Hong Kong or elsewhere.

没有任何一间目标集团公司有违反或不遵守任何适用的法律、规则或规例，亦无受到新加坡、香港或任何地方的任何法定或监管机构调查、查询、谴责或质询。就保证人所知悉，没有任何一间目标集团公司受到新加坡、香港或任何地方的任何法定或监管机构调查。

- (b) Each of the Target Group Companies has complied with all applicable laws, rules or regulations in all material respects, and has complied with and obtained all Business Licences as required to conduct its Businesses, and prior to Closing will comply with all legal or regulatory requirements regarding any transaction to which it is a party or regarding the Businesses.

每一间目标集团公司已在所有重大方面遵守所有适用的法律、规则或规例，及已遵守和已取得所有规限其业务需要的营运许可，并于成交前已遵守有关其身为合约方的任何交易或关于业务的所有法律或监管要求。

- (c) All the returns, details, resolutions or documents required to be filed by the Target Companies in the Companies Registry or any other relevant authorities in Singapore, Hong Kong or elsewhere under the Business Licences or the Companies Ordinance or any other applicable laws, rules or regulations are properly filed and are correct and accurate in all material respects.

根据营运许可或公司条例或任何其它适用的法律、规则或规例，所有目标集团公司须于公司注册处或新加坡、香港或其他地方任何其它相关机构存档的申报表、详情、决议或文件已妥善存档并在所有重大方面均正确及准确。

- (d) Each of the Target Group Companies has full power, qualifications and statutory rights to own its Assets and to conduct its Businesses in jurisdictions in which it currently operates or prepares to conduct Businesses.

每一间目标集团公司有十足权力、资格和法定权利拥有其资产及在目前经营业务或准备经营业务的司法管辖区内经营业务。

- (e) None of the Target Group Companies, either individually or through others,

没有任何一间目标集团公司，无论各自或通过他人，有： -

- (i) is in breach of any laws or rules and regulations that bind or restrict such Target Group Company, or its memorandum, articles of association, by-laws, or the provisions of the trust deed, agreements or permits to which it is a party, or any Encumbrances or covenants given by such Target Group Company;

违反任何约束或限制目标集团公司的法律、规则和规例，或其章程大纲、组织章程细则、附例之条文，或其身为合约方的信托契据、协议或许可之条文，或目标集团公司给予的任何产权负担或契诺；

- (ii) has entered into any transaction which has not been completed and which is unenforceable or likely to be unenforceable due to ultra vires acts, invalidity, illegality thereof or invalidity attributable to other contractual parties; or

进入任何尚未完成，以及因越权、无效、非法或其它合约方可使无效而不可或可能不可执行的交易；或

- (iii) has failed to take any act (needed or permitted) as required to protect the title to its owned Assets, to enforce or preserve the order of priority of the title to its owned Assets.

没有作出保护其拥有的资产之所有权、执行或保存所拥有资产的所有权之优先次序所需要的任何(需要或容许做的)行为。

### **3. Shares, Equity Interests and Stock Options** **股份、股权利益和认股权**

- 3.1 On the date of this Agreement, the Vendor is the beneficial owner of the Sale Shares and has full power to enter into this Agreement, perform the obligations under this Agreement and perform the transactions contemplated by this Agreement, including but not limited to: having full legal right to sell the Sale Shares. The Warrantors warrant and undertake that the Sale Shares transferred by the Vendor to the Purchaser at Closing include beneficial ownership thereof.

在本协议签署日，卖方为出售股份的实益拥有人，并有充分权力签订本协议、履行本协议下的责任和履行本协议所项下拟进行之交易，包括但不限于：拥有完整的卖出出售股份的合法权利。保证人保证及承诺在成交时卖方转让予买方的出售股份包含实益拥有权。

- 3.2 The Vendor has good and sufficient power to transfer the good title to the Sale Shares in accordance with this Agreement and to transfer the beneficial ownership of and interests in the Sale Shares to the Purchaser.

卖方有良好和充分权力按照本协议转让出售股份的良好所有权并将出售股份的实益拥有权和权益转让予买方。

- 3.3 Any part of the unissued share capital or the loan stock of the Target Group Companies is not subject to any Encumbrances, and there is no agreement or commitment to grant or create such Encumbrances, and there is no outstanding or pending claims brought by any person entitled to the benefits of the above-mentioned Encumbrances.

目标集团公司的未发行股本或借贷资本之任何部份并无受任何产权负担影响，且无协议或承诺给予或产生上述产权负担，亦无有权享有上述产权负担的人提出任何未被完全免除或了结的申索。

- 3.4 The Sale Shares is not subject to any Encumbrances, equitable interests, claims or any adverse interests at present or at Closing.

出售股份现在以及在成交时在不受任何产权负担、衡平法权益、申索或任何不利的权益之影响下转让予买方。

- 3.5 There are no outstanding warrants, options, derivatives, agreements or commitments which may require any of the Target Group Companies to allot or issue any shares, other securities or bonds, or grant any person a right to request the Target Group Companies to allot or issue the above shares or interests.

没有任何尚未履行的认股权证、期权、衍生工具、协议或承担可要求任何一间目标集团公司配发或发行任何股份、其它证券或债券的权益，或给予任何人要求目标集团公司配发或发行上述股份或权益的权利。

#### **4. Corporate Affairs** **法团事务**

- 4.1 Each of the Target Group Companies is properly and duly established or constituted and validly existing in accordance with the laws of its place of establishment.

每间目标集团公司均已根据其成立地方之法律妥善及合法地成立或组成，并合法地存在。

- 4.2 All Encumbrances in favor of or created by any of the Target Group Companies have, if applicable, been registered with the relevant registries or agencies in accordance with relevant laws, rules or regulations.

以任何一间目标集团公司为受益人或由任何一间目标集团公司产生的产权负担均已（如适用）按照相关法律、规则或规例于相关注册处或机构注册。

- 4.3 Each of the Target Group Companies owns, maintains or controls: -

每间目标集团公司管有、保管或控制：

(a) the signed copies of all the material agreements to which it is a party;  
所有身为合约方的重大协议之已签订本；

(b) all other documents of a material nature that are owned or ought to be kept by it.

由其所拥有或应由其保管的所有其它重大性质的文件。

- 4.4 The memorandum, articles of association (or other equivalent documents) of each of the Target Group Companies provided to the Purchaser are true, accurate and complete and there is no or after the date hereof there will not be, any change thereto.

向买方所提供的每间目标集团公司的章程大纲、组织章程细则（或其它等效文件）为真实、准确及完整，且现在没有或在本协议签订日后将不会有任何更改。

#### **5. Accounts** **帐目**

- 5.1 Target Group's Accounts  
目标集团帐目

(a) are prepared in accordance with all applicable laws of the jurisdiction in which the Target Group Company operates and the generally accepted accounting principles or applicable financial reporting principles and practices (including all applicable accounting practices).

根据目标集团公司营运的司法管辖区的所有适用的法律以及普遍采纳的会计原则或适用的财务报告原则和惯例（包括所有适用的会计实务准则）准备。

- (b) are true and fair, and are either provided for or fully make full provision for any identified Liabilities (including dividends or other profit distributions), including but not limited to limited deductions for litigation, and are properly and sufficiently provided for (or marked with notes in accordance with standard accounting practices for) all claims made by third parties against any of the Target Group Companies, if not included in the insurance policy, and for all delayed, disputed or contingent liabilities as well as all the capital commitments of each of the Target Group Companies as of the Target Group's Accounts Date, and the provisions and reserves for all capital commitments of each Target Group Company on the Target Group's Accounts Date, and provisions and reserves (if any) for all taxes on the Target Group's Accounts Date or any prior period thereof are proper and sufficient.

是真实及公平的，并就任何已确定的负债（包括股息或其它溢利分配）作出或包括全面拨备，包括但不限于关于诉讼的有限度扣除额、就第三方针对任何一间目标集团公司提出的所有申索，若可能不包含在保险单的保障内，作出恰当及足够的拨备、为所有延迟、有争议或待确定的负债作出恰当及足够的拨备（或按照标准会计惯例附上批注）、为每间目标集团公司于目标集团帐目日的所有资本承担作出恰当和足够的拨备以及为目标集团帐目日或之前任何时期的所有税务作出的拨备和储备（如有）均为恰当和足够。

- (c) present a true and fair view of the state of affairs, financial and business conditions of each Target Group Company ending on the Target Group's Accounts Date, and show a true and fair view of the performance thereof for the financial period made up to the Target Group's Accounts Date.

为每间目标集团公司于目标集团帐目日的事务状况、财政和商业状况，以及截至目标集团帐目日止的财政期的业绩提供真实及公平的意见。

- (d) the Assets owned by each of the Target Group Companies on the Target Group's Accounts Date have been correctly recorded, and the depreciation rate used therein is appropriate for each of the fixed Assets of each Target Group Company to write down the value of such Assets to nil after the end of their estimated lives.

已正确记录每间目标集团公司于目标集团帐目日拥有的资产，而所采用的折旧率对每间目标集团公司的每一项固定资产在预计寿命后折余至零均为合适。

- (e) the same depreciation basis as consistently applied in the past accounts is applied for fixed Assets.



对固定资产采用与过往帐目相同的折旧基准。

- (f) have not been adversely affected by any unusual, exceptional, special or non-recurring items which have not been disclosed in the Target Group's Accounts.

没有受任何不寻常、例外、特殊或非经常性的项目不利影响，而该并未于目标集团帐目内没有披露。

5.2 Except in the ordinary course of business of each Target Group Company, or except for matters disclosed in the interim report of the Target Group or in the announcement of the Target Company, as of the Audited Accounts Date—  
除在每间目标集团公司的日常业务运作中，或已在目标集团的中期报告或上市公司公告已披露的事项外，自经审核帐目日起：—

- (a) None of the Target Group Companies has entered into an unusual or special contract or is bound by long-term or cumbersome commitments, and has acquired or disposed fixed or long-term Assets or has entered into any material contract with the same effect.

任何一间目标集团公司没有订立不寻常或特殊的合同或受到长期或繁苛的承担所约束，且没有收购或出售固定或长期资产或没有签订任何有相同效果的重大合约。

- (b) Save as disclosed in Schedule 7, none of the Target Group Companies has borrowed or lent a sum in excess of HK\$100,000 in aggregate that have not been repaid, or increased any indebtedness (with or without collateral) or incurred or entered any other indebtedness in excess of HK\$100,000 in aggregate.

除在本协议附件 7 披露外，没有任何一间目标集团公司有借入或借出合计超过 100,000 港元尚未归还的款项，或增加任何负债（无论有无抵押品）或招致或进入任何其它合计超过 100,000 港元的负债。

- (c) None of the third parties has become entitled to terminate any material contracts or material interests enjoyed by any of the Target Group Companies, or to demand repayment of any amount or debt prior to the scheduled due date.

没有第三方变为有权终止任何重大合约，或任何一间目标集团公司所享用的重大利益，或于正常到期日前要求偿还任何款项或债务。

- (d) Save as disclosed in Schedule 7, none of the Target Group Companies has granted or created any Encumbrances or other financial facilities, financial leases, hire purchase commitments or other obligations on all or part of its Assets, which may cause such company to be bound by continuingly expected or contingent debts after the date hereof.

除在本协议附件 7 披露外，没有任何一间目标集团公司有在其全部或部份资产上授予或设定任何产权负担或其它财务服务、财务租赁、租购承担或其它债务，令其受到可能于本协议签订日后持续的预期或待确定的债务约束。

- (e) The Businesses have been conducted normally in the ordinary course and consistent with past practice (both in nature and scope); none of the Businesses is subject to unusual factors in material respects.  
业务以正常及日常营运中及与以前同一方式(包括性质及范围)经营；业务没有任何一部份在重大方面受非寻常的因素影响。
- (f) None of book value of any fixed Assets has been raised and no debts are written off, and the Assets of each of the Target Group Companies are not depleted by illegal acts of any person.  
没有任何固定资产的账面价值被提高亦没有任何债项被勾销，而每一间目标集团公司的资产没有被任何人的非法行为耗尽。
- (g) Each of the Target Group Companies pays its creditors for all of its debts as they become due and payable in the ordinary course of business and in accordance with the generally accepted trade practices in the markets in which it carries out business, and none of the material payments remains overdue. None of the Target Group Companies has made payment to any person for transactions not concluded at arm's length.  
每一间目标集团公司按照在业务的日常运作中经已到期及应支付的信贷期限，以及按照其经营业务的市场之普遍接受的交易惯例，就所有其债务支付债权人，而且没有任何重大款项逾期未付。没有任何一间目标集团公司有就在非正常商业关系下签订的交易向任何人付款。
- (h) There has been no Material Adverse Effect on the business prospects, financial position and business of each of the Target Group Companies as a consequence of any events or circumstances occurring after the Audited Accounts Date, and none of such Material Adverse Effect will be expected to happen in the foreseeable future on the part of any Target Group Companies.  
每一间目标集团公司之商业前景、财政状况和业务并没有因自经审核帐目日出现的任何事件或情况受到任何重大不利影响，而预计在可见的将来该些重大不利影响并不会发生在任何一间目标集团公司身上。
- (i) Except in the ordinary course of business, none of the Target Group Companies incurred capital expenditures, nor has it entered into any agreements, arrangements or commitments to make such expenditures. None of the Target Group Companies has incurred any significant capital

commitments or participated in any program or project that requires high non-recurring expenses.

除日常业务运作外，任何一间目标集团公司并没有作出资本开支，它们各自亦没有签订任何协议、安排或承担作出上述支出，而没有任何一间目标集团公司有招致任何重大资本承担或参与任何需要付出高额的非经常开支的计划或项目。

- (j) None of the Target Group Companies holds any Encumbrances that are invalid or unenforceable against the grantor.

没有任何一间目标集团公司持有任何对授予人无效或无法强制执行的产权负担。

- (k) None of the Target Group Companies has issued, repurchased, redeemed or repaid or agreed to issue, repurchased, redeemed or repay any shares, equity interests or loan stock.

没有任何一间目标集团公司经已发行、回购、赎回或偿还或同意发行、回购、赎回或偿还任何股份、股权利益或借贷资本。

- 5.3 All data and information stated in the Target Group Accounts are true and correct in all material respect.

目标集团帐目内的所有数据及资料在各重大方面均为真实及正确。

- 5.4 Accounts, ledgers and other financial records of whatever kind of each of the Target Group Companies (including but not limited to statutory and accounting records) –

每一间目标集团公司的帐目、底帐和其它财政记录（包括但不限于法定和会计记录），不论任何种类：-

- (a) are and will be under the possession of such company;  
现在及将来均由其管有；
- (b) have been and will be properly and accurately recorded;  
经已及将会妥善和准确记录；
- (c) there is and there will be no major inaccuracies or differences of any kind;  
现在及将来均不会有任何种类的重大不准确或差异；
- (d) give a true and fair reflection of its commercial transactions, financial, contractual and business conditions, Assets and Liabilities, debtors and creditors at present and at Closing; and  
现在及成交后真实及公平反映其商业交易、财政、合约和商业状况、资产及负债、债务人和债权人；和

- (e) are and will be properly recorded and maintained in accordance with relevant laws, generally adopted accounting principles or applicable financial reporting principles.

现在经已及在将来按照有关法律、普遍采纳的会计原则或适用的财务报告原则妥善记录和保存。

## **6. Businesses**

### **业务**

- 6.1 The operations of the Businesses of each of the Target Group Companies are within their authority and only in the name of the respective companies, do not infringe the proprietary rights or interests of any person, and there is no liability to pay patent royalties or other similar expenses, and such Businesses or activities do not violate any laws or third party rights and interests in Singapore, Hong Kong or elsewhere.

每一间目标集团公司业务的经营均在权限以内，只在各自公司的名下经营，没有侵犯任何人的所有人权利或权益，没有责任缴付专利权费用或其它类似费用，而该些业务或活动没有违反新加坡、香港或其它地方之法律或第三方权益。

- 6.2 The distribution of dividends or profits (if any) declared, made or paid by each of the Target Group Companies is declared, made or paid in accordance with its articles of association, other similar constitutional documents or applicable laws in Singapore or elsewhere.

每一间目标集团公司所宣布溢利分派、作出或支付的股息或溢利分配（如有）均是按照其组织章程细则、其它同类的宪法文件或于新加坡或其它地方适用的法律宣布溢利分派、作出或支付。

- 6.3 Each of the Target Group Companies has obtained all necessary Business Licences (whether issued by the public or private sector) to own its Assets and validly conduct its Businesses in the manner and at the place as currently conducted and in the place where the products or services of each Target Group Company are sold or provided. Such Business Licences remain in full force and effect, and terms thereof are valid and binding. There are no circumstances that are likely to result in a breach of any terms and conditions of such Business Licences, and nothing has been done by any Target Group Company which might result in, give rise to or incur the suspension, termination, revocation or cancellation of such Business Licences, or might affect the validity, renewal or reissue of such Business Licences. There are no modifications, changes or transformation, or suggested modifications, changes or transformation to such Business Licences.

每一间目标集团公司均已取得所有需要的营运许可（无论由公营或私营机构发出），使其可以以现行业务经营的方式和地方或在每一间目标集团公司

的产品的出售或提供服务的地方，拥有其资产和有效地经营业务，而上述营运许可有十足效力及作用，营运许可的条款有效及具约束力。没有出现任何可能引致违反任何该些营运许可的条款和条件的情况，而任何一间目标集团公司没有作出任何行为可能会导致、引起或引致暂停、终止、撤销或取消该些营运许可、或可能会影响该些营运许可继续生效、续期或重新发出。营运许可没有任何修改、变更或转变，或建议的修改、变更或转变。

- 6.4 Each of the Target Group Companies is not in default under any terms of such Business Licences (including the requirements for declaration, reporting or providing information). None of the Warrantors is aware of, or after making reasonable enquiries ought to be aware of, or knows any circumstances likely to give rise to invalidity or forfeiture, amendment of the Business Licences or (if a renewable Business Licence is involved) factors that may affect the renewal of the Business Licences.

没有任何一间目标集团公司违反该些营运许可的任何条款（包括该些营运许可关于作出申报、报告或提供资料的要求）。保证人并无得知，或在作出合理查询后应该知悉下亦不知道任何可能会令任何该些营运许可无效或使任何该些营运许可被没收、修改或（若涉及可延续的营运许可）影响其续期的情况。

- 6.5 Each of the Target Group Companies makes no representations, warranties or other terms (whether express or implied) in respect of any of its services (except as required by law), and there are no material outstanding liabilities (including contingent liabilities) resulting from maintaining or replacing terms for such services.

每一间目标集团公司没有就任何其服务作出任何声明、保证或其它条款（不论明示或隐含）（法律要求除外），没有任何因维持或更换该些服务的条款而有尚未清缴的重大负债(包括待确定的负债)。

- 6.6 Each of the Target Group Companies has not (except in the ordinary course of business and subject to confidentiality obligations) disclosed, agreed to disclose or authorized the disclosure of, any supplier and customer information, trade secret or confidential information relating to the Businesses, and all of the above information is completely and properly recorded in writing or in other proper way, and there is no inaccuracy, incompleteness or impropriety in any respect.

每一间目标集团公司没有（除业务的通常运作中以及受到保密责任所限）披露、同意披露或授权披露任何关于业务的供货商、客户、商业秘密或机密资料，而上述各项资料均以书面或其它合适方式完整及妥善记录，在任何方面均没有不正确、不完整或不合适。

- 6.7 The Businesses of each of the Target Group companies are solely managed by their responsible personnel and employees, and no other person has the



authority to bind the acts of such personnel and employees during their performance of duties.

每一间目标集团公司的业务均只是由其负责人员和雇员管理，没有其它人有权力约束它们各自的负责人员和雇员在职责期间之行为；

- 6.8 All major outstanding obligations of any Target Group Company to any third party have been properly performed and discharged in each case, and such Target Group Company is not required to pay further consideration and bear further liability therefor.

任何一间目标集团公司向任何第三方负责的所有重大未完成的责任在每一个案经已妥为履行及解除，目标集团公司不需为此付出更多代价和负上更多责任。

- 6.9 No power of attorney granted by any of the Target Group Companies remains valid and each of the Target Group Companies has not granted any power of attorney in favor of any third party.

没有由任何一间目标集团公司给予的授权书依然生效，而每一间目标集团公司没有授予任何惠及任何第三方的授权书。

- 6.10 There are no agreements or authorizations (express or implied) that are still valid to grant third parties the right or power to sign any agreement or do any things on behalf of the Target Group Companies, or to grant to any persons the other right of delegation or power of attorney.

没有任何依然有效的协议或授权（明示或隐含）给予第三方代表目标集团公司签订任何协议或承担去做任何事、或给予任何人其它表代、代理的权利或权力。

- 6.11 Any connected transaction (as defined in the Listing Rules) that needs to be disclosed in accordance with the Listing Rules or other statutory regulations has been approved by the Board of Directors. No major transactions, commitments or negotiations which have not been disclosed or authorized have been or will be entered into or agreed to be signed by any of the Target Group Companies or their respective directors or authorized representatives on behalf of any of the Target Group Companies.

任何需按上市条例或其它法例法规披露的关连交易(定义见上市规则)经已取得董事会的批准，没有任何没有披露或没有授权的重大交易、承担或磋商经已或将会由任何一间目标集团公司或其各自之董事或授权代表代表任何一间目标集团公司订立或同意订立。

- 6.12 Except for matters as disclosed in the Prospectus dated 4 October 2017, the 2017 Annual Report, the 2018 Interim Report and the 2018 Annual Report published by the Target Company or the announcements published by the Target Company on the Stock Exchange, there are no material contract or arrangement made by any of the Target Group Companies as a party, while the

Vendor or its connected persons or directors of any of the Target Group companies or connected persons of such directors have or once had direct or indirect interest therein.

除已在目标公司于 2017 年 10 月 4 日刊发的招股书、2017 年年度报告、2018 年中期报告及 2018 年年度报告或目标公司在联交所刊登的公告中已披露的事项外，现在及一直以来均没有任何一间目标集团公司身为合约方、而卖方或与其有联系者或任何一间目标集团公司的董事或与该些董事的有联系者现在或曾经直接或间接占有利益的重大合约或安排。

- 6.13 There is no pending material legal, administrative, arbitration or other proceedings challenging the validity of the Businesses or any other business operations of any of the Target Group Companies, and to the knowledge of the Warrantors, there are also no such proceedings threatened against the Target Group Companies.

没有待决的重大法律、行政、仲裁或其它程序挑战业务或任何一间目标集团公司的其它业务经营和运作之有效性，就保证人所知悉，目标集团公司亦没受到上述程序的威胁。

## 7. **Financial Matters** **财务事项**

- 7.1 Except for items disclosed in the Target Group's Accounts or the announcements published by the Target Company on the Stock Exchange, no material indebtedness is due and payable to (i) the Warrantors; (ii) third parties for any due but unpaid loan/debts or credit; (iii) any bank or financial institution, such that there is no overdue but delinquent Bank Loans and amount due to the Warrantors payable by each of the Target Group Companies at Closing which need to be borne or caused to be borne by the Warrantors in order to achieve the same effect. And the amount owed by or payable by any of the Target Group Companies to the persons as mentioned in the above Item (i) and (iii) which are discovered after Closing will not be recoverable from any of the Target Group Companies in each case.

除已在目标集团帐目或目标公司在联交所刊登的公告中披露的项目外，没有任何重大款项应收或应付予 (i) 保证人；(ii) 第三方关于任何到期但未付的借贷/欠债或信贷；(iii)任何银行或财务机构，达至每间目标集团公司于成交时没有任何已过期而尚未清缴的银行贷款和应付予保证人的款项，而任何达到相同效果保证人需要分担或促使分担的金额。而任何在成交后发现任何一间目标集团公司所欠或应付予上述第(i) 及(iii) 类人士的款项，在每一个个案，将不可以向任何一间目标集团公司追索。

- 7.2 Except for the items disclosed in the Target Group's Accounts or Schedule 7, each Target Group Company does not have any material outstanding liabilities that have not been disclosed to the Purchaser.



除已在目标集团帐目中披露的项目或在本协议附件 7 披露外，每间目标集团公司并无任何没有向买方披露的尚未偿还的重大负债。

## **8. Machinery and Assets** **设备和资产**

- 8.1 The Assets of each Target Group Company as recorded in the Target Group's Accounts, including all equipment, computer hardware, software and databases as required to maintain operation, are in reasonably good conditions and safe and in operating condition in all material respects (except for normal wear and tear), and are regularly and properly maintained.

在目标集团帐目中所记录的每间目标集团公司的资产，包括所有继续营运业务需要的设备、计算机硬件、软件和数据库，在所有重大方面状况合理良好和安全及可运作（正常损耗除外），并有经常和妥善保养。

- 8.2 The Assets included in the Target Group's Accounts and those owned by the Target Group Companies:

在目标集团帐目中所包括的资产以及目标集团公司拥有的所有资产：

- (a) are legally and beneficially owned by each of the Target Group Companies, except for collateral for Bank Loans arising in the ordinary course of business, free and clear of any Encumbrance, material hire purchase agreement, or agreement on delayed payment or bills of sale; 由目标集团公司各自法定和实益拥有，除因日常业务运作产生的银行贷款的抵押品外，没有任何产权负担、重大租购协议或延迟付款或卖据的协议；
- (b) are under the custody and control of the relevant Target Group Company; 在有关目标集团公司的保管和控制下；
- (c) constitute all of the material assets, properties and rights owned by the Target Group Companies, or constitute all of the assets, properties and rights as used or required to operate or maintain their Businesses. 构成有关目标集团公司拥有的所有重大资产、物业和权利或构成所有它们为营运或继续其相应业务所使用或需要资产、物业和权利。

- 8.3 Save as disclosed in Schedule 7, each of the Target Group Companies has good title to any machinery and equipment owned by it or the machinery and equipment used for production or services (collectively "Machines") free and clear of any claims, charges, mortgages, liens, lease agreements, leases, commitments, restrictions, conditions or other agreements; The Target Group Companies have exclusive and unrestricted possession of the Machines.

除已于本协议附件 7 披露外，目标集团公司拥有的任何机器及设备或对用于生产或提供服务的机器及设备(统称“机器”)拥有良好的产权，不受任何索赔、抵押、按揭、留置权、租赁协议、租约、承诺、限制、条件或其它协议的影响；目标集团公司对机器享有独占及不受限制的拥有权。

- 8.4 Save as disclosed in Schedule 7, the title to each Machine is properly constituted by and can be deduced from documents of title which are in the possession and under the control of the Target Group Companies.

除已于本协议附件 7 披露外，每一机器的产权均由目标集团公司拥有及控制的产权文件适当地构成，并可予以追查。

- 8.5 The insurance purchased by the Target Group Companies is listed in Schedule 5, are not subject to any special or unusual terms or restrictions, nor are they required to pay any insurance premium above the normal rate of the like insurance policy and relevant machine policy. To the knowledge of the Warrantors, there is no insurance required but not purchased by the Target Group Companies.

目标集团公司所购买的保险已列出于附件 5 内，此等保单没有遭受任何特别或不寻常的条款或限制所规限，也无须缴付超过同类保险单及有关机器保险单正常费率的任何保险费。根据保证人所知，目标集团公司没有任何需要购买而没有购买的保险。

- 8.6 Save as disclosed in Schedule 7, the Target Group Companies have not granted, agreed to grant, will not grant or will not agree to grant, any lease or permit relating to the Machines prior to the Closing; The Target Group Companies has not divided or agreed to divide all or any part of title to the Machines in any form; the Target Group Companies also does not intend to divide the same before the Closing.

除已于本协议附件 7 披露外，目标集团公司在成交之前，并无授予、同意授予、将会授予或将会同意授予有关机器的任何租约或许可；目标集团公司并无以任何形式分割或同意分割机器全部或任何部份的拥有权；目标集团公司亦无意在成交前进行分割。

- 8.7 With respect to any material Assets which are used but not owned by any of the Target Group Companies, or facilities or services provided by any third party to any of the Target Group Companies, there are no events or circumstances that permit a third party to terminate any rights to use material Assets or any agreement or license regarding the provision of the facilities or services (or any event or situation which would, with the giving of notice or lapse of time or related decisions, will constitute the above events or circumstances).

就由任何一间目标集团公司使用但并不由其拥有的任何重大资产或任何第三方向任何一间目标集团公司提供的设施或服务，没有出现任何事件或情况容许第三方有权终止任何重大资产的使用权或任何关于提供的设施或服务

务的协议或许可（或任何事件或情况如加上通知或时效消失或相关决定将会构成上述事件或情况）。

- 8.8 All office furniture and equipment are in good condition and capable of being used or sold in the ordinary course of business of each Target Group Company. 所有办公室家具和设备的状况良好并可在每间目标集团公司的通常业务经营中使用或出售。
- 8.9 All of the debts payable to each of the Target Group Companies (after deduction of any provision and reserves for bad and doubtful debts stated in the Target Group's Accounts) are substantially recoverable in general. 所有应付予每间目标集团公司的债务款项（扣除在目标集团帐目中为呆坏账作出的任何拨备和储备的金额）可在一般情况下大致上收回。
- 8.10 None of the Target Group Companies owns or agrees to purchase stock, equity interests, bonds or any other securities of any company.' 没有任何一间目标集团公司拥有或同意购买任何企业的股票、股权利益或债券或任何其它证券。

## 9. **Insurance** **保险**

- 9.1 To the knowledge of the Warrantors, the Target Group Companies are adequately covered by insurance policies that are required to be purchased by laws and regulations, and there is no insurance required by laws but not purchased by the Target Group Companies. The main insurance policies that the Target Group Companies have purchased are listed in Schedule 5. 根据保证人所知，目标集团已经购买法律法规要求的保险，目标集团公司没有任何按法律法规要求需要购买而没有购买的保险。集团公司已购买的主要保险单已列出于附件 5 内。
- 9.2 The insurance policy ("**Policy**") listed in Schedule 5 is fully paid for all due premiums and has been fully fulfilled and complied with all policy conditions. Nothing has been done or omitted to be done which could make any of them void or voidable, and all policies are valid in any respect. 附件 5 内的保险单（“**保单**”）所有到期的保费经已全数缴付，及已全部履行及遵守所有保单的条件。没有作出或不作出任何令保单经已或可能会作废或可作废的行为，而所有保单在任何重大方面均为有效。
- 9.3 No insurer has rejected or disputed about any pending claims filed by a third party against any of the Target Group Companies under insurance policies. 没有第三方向任何一间目标集团公司提出尚未决定的申索被承保人按照保单就该些申索拒绝或争议提出的索偿。

- 9.4 The Warrantors are not aware of the existence of any circumstances which are likely to give rise to the right of the Target Group Companies to make a claim under policies, or any circumstances under which a notice should be given to the insurer under policies but such notice has not been given.

保证人并无得知任何可令目标集团公司有权就保单作出索偿的情况或按保单而须通知承保人但尚未作出该些通知的情况。

## **10. Taxation** **税务**

- 10.1 Each of the Target Group Companies has complied with all legal requirements relating to the registration or notification for taxation purposes, and complied with all applicable taxation laws.

每间目标集团公司均已按照所有有关法律要求在所有方面遵守关于税务的登记或通知要求，并已经遵守所有有关税务法律。

- 10.2 Each of the Target Group Companies

每间目标集团公司均已： -

- (a) has paid all taxes due on the Closing Date;  
在成交日期付清所有到期的税务；
- (b) has taken all necessary steps to obtain tax refund or tax relief available.  
采取所有需要的步骤去取得可得到的税务退回或税收减免。

- 10.3 All declarations, notifications, documents, calculations and payments required for each of the Target Group Companies in respect of taxation in Singapore, Hong Kong or elsewhere are properly made, and all such declarations, notifications, documents, calculations and payments are up to date, correct and based on appropriate benchmarks and there are no disputes with any relevant Tax Authority.

所有关于每间目标集团公司就税务而言在新加坡、香港或其它地方需要作出的申报、通知、文件、计算和付款均以妥为作出，而所有上述的申报、通知、文件、计算和付款均为直至最近期、正确和基于合适基准，并且与任何相关税务机关没有争议。

- 10.4 All provisions (if any) made in the Target Group's Accounts sufficiently cover all taxes liable or likely to be liable by the Target Group Companies prior to or at any time after the Audited Accounts Date or the preceding accounting period of the Target Group.

在目标集团帐目内的所有拨备（如有）足够涵盖所有目标集团公司于目标集团帐目日或以前完结的时期在之前或其后任何时间需要或可能需要承担的税务。

- 10.5 There are no disputes between the Target Group Company with any Tax Authority, and the Warrantors are not aware of any pending or threatened disputes.

目标集团公司并无与任何税务机构有争议，而保证人并无不知道任何未了结或被威胁的争议。

- 10.6 (a) Each of the Target Group Companies is not subject to tax liability arising from a series or single Tax Matters (including any Tax Matter arising from any transaction conducted prior to Closing) occurring on or before the Closing Date, whether such taxes are imposed on or attributable to others, provided that such taxes arise from the Tax Matters occurring on or before the Closing Date, while such taxes will not become exempted by set-off against tax relief arising from the certain Tax Matters occurring after the Closing Date;

任何一间目标集团公司没有因为在成交日期或之前发生的一连串或单一税务事件(包括任何在成交前发生的交易引起在成交后出现的税务事件)而需缴付税款，不论该些税款是否可向其它人收取或可归因于其它人，但只限于归咎于该些出现于成交日期或之前的税款事件的税款，而该些税务将不会因使用或与某些在成交日期后出现的税务事件引起的税务减免相互抵销变为不需要支付。

- (b) Each of the Target Group Companies is not liable to pay taxes which ought not to be liable but become liable as a result of the loss, reduction, amendment or cancellation of certain tax relief arising from the Tax Matter occurring on or before the Closing Date, while such tax relief is reflected as asset in the Target Group's Accounts, or stated in the notes of the Target Group's Accounts, or taken into accounts when calculating any provision (whether for deferred tax) in the Target Group's Accounts, or such taxes become liable due to failure of making provision for deferred tax in the Target Group's Accounts. If any taxes ought to be refunded but the right of tax refund is deprived, reduced, set off or cancelled as a result of the Tax Matters occurring on or before the Closing Date, such taxes, for the purpose of the Paragraph 10.6(b), shall be deemed as tax payable by each of the Target Group Companies as a result of the Tax Matters.

任何一间目标集团公司没有责任缴付一些原本不需缴付的税务，但该些税款却因在成交日期或之前发生的税务事件引致失去、减少、更改或取消某些税务减免而变成需要缴付，该些税务减免在目标集团帐目中显示为资产、或在目标集团帐目的备注中提及、或在计算（或因此减少）在目标集团帐目出现的任何拨备（不论是否为延迟税款）中考虑到、或导

致没有在目标集团帐目中为延迟税款作出拨备而变成需要缴付。任何原本会退回的税款但因在成交日期或之前发生的税务事件而导致失去、减少、抵销或取消任何税务退回的权利，就 10.6(b) 而言会被视为任何一间目标集团公司因发生税务事件而需要缴付的税款。

- (c) Each of the Target Group Companies is not subject to tax liability under the Encumbrances created on or before the Closing Date.

任何一间目标集团在成交日期或之前设定的产权负担下没有责任缴付税务。

10.7 Paragraph 10.6 does not apply to the following tax liability:

段落 10.6 并不适用于以下所限的缴付税款责任：

- (a) Taxes generated in the ordinary course of business of the Target Group Companies;

集团公司因日常业务运作而产生该缴纳的税费；

- (b) Specific provisions are made for these taxes in the Target Group's Accounts, and the relevant Target Group Company has fulfilled these tax liabilities;

在目标集团帐目为这些税款作出特定拨备，而有关的目标集团公司经已履行该税款责任；

- (c) Tax liability arises only because the provisions or reservations made in the Target Group's Accounts for such liability becomes insufficient due to the increase in any tax rate with retroactive effect as published after the Closing Date;

该责任的出现只是因为目标集团帐目中为该责任所作的拨备或储备由于在成交日期后公布具追溯力的任何税款比率增加而变为不足；

- (d) Such tax liability arises as a result of a law which comes into effect after the Closing Date with retroactive effect.

在成交日期后生效且具追溯力的法例令到该责任出现。

## 11. **Employment Arrangement**

### **雇佣安排**

- 11.1 All service or employment contracts to which any of the Target Group Companies is a party can be terminated for no more than three months' notice or without compensation (in accordance with the Employment Ordinance (Cap. 57) or equivalent provisions in other jurisdictions).



所有任何一间目标集团公司身为合约方的服务或雇佣合约，可以不超过 3 个月通知或毋须赔偿下（按照雇佣条例（第 57 章）或其它司法管辖区的相等条文需要付的赔偿除外）终止。

- 11.2 None of the Target Group Companies is liable for any compensation/damages arising from its breach of service contract, improper dismissal or unfair dismissal, payment of salary, wages, pension, ex-gratia payment, contract gratuity, long service payments, bonuses or any other payments to any former employee whose income exceeds HK\$20,000 (whether actual or contingent, regardless of whether the Target Group has disputed). For former employees whose income exceeds HK\$20,000, all taxes, levies, contributions or payments made to any government department, pension fund, plan or trust or any other person have been fulfilled without any dispute.

任何一间目标集团公司没有对任何收入超过 20,000 港元的前度雇员负上违反服务合约、不当解雇或不公平解雇的赔偿、支付薪金、工资、退休金、恩恤金、约满酬金、长期服务金、花红或任何其它款项的责任（不论实际或待确定、不论目标集团公是否提出争议）。对于收入超过 20,000 港元的前度雇员，向任何政府部门、退休金基金、计划或信托或任何其它人缴付的税款、征费、分担款项或付款，全都经已履行，亦没有任何争议。

- 11.3 There is no unpaid significant salary or labor insurance, mandatory provident funds, social security or other similar payments due to the responsible person or employee at any time prior to the date of this Agreement.

没有任何就本协议签订日前的任何时期，应付予责任人员或雇员的重大的薪金或工资金额或劳保金、强制性公积金、社保金或其他同类型的付款尚未付清。

- 11.4 Except for normal employment salaries, remuneration, or allowances, none of the Target Group Companies must pay or is used to paying, remuneration or any other physical benefits to its employees or staff.

除了正常雇用薪金、酬金、津贴外，没有任何一间目标集团公司必须或习惯向员工或职员支付报酬、或任何其它实物的福利。

- 11.5 Each of the Target Group Companies has complied with its obligations to its employees under all laws relating to employee relationship.

目标集团公司就其雇员经已遵守所有根据与雇员关系有关的法律所需负上的责任。

## **12. Properties and Leases**

### **土地物业和租约**

- 12.1 Properties include all the lands and premises listed in Schedule 3 by the Target Group Company, and the details of all the property rights, interest, right and title



of the Target Group Companies in, under, over or in respect of any land or premises are correct and not misleading.

土地物业包括目标集团在列载于附件 3 的所有土地和房屋，而目标集团在或对有关任何土地或房屋的所有产权、权益、权利和所有权的详情均属正确及没有误导成分。

- 12.2 Except for the mortgages relating to Bank Loans arising in the ordinary course of business, each of the Target Group Companies has good title to the Properties free and clear of any claims, charges, mortgages, liens, leases, tenancies, covenants, restrictions, conditions or other agreements affecting the same; Target Group Companies have exclusive and unrestricted possession of Properties.

除因日常业务运作而产生的银行贷款的相关抵押外，目标集团公司对土地物业拥有良好的产权，不受任何索赔、抵押、按揭、留置权、租赁协议、租约、承诺、限制、条件或其它协议的影响；目标集团公司对土地物业享有独占及不受限制的拥有权。

- 12.3 The title to each of the Properties is properly constituted by and can be deduced from documents of title which are in the possession and under the control of the Target Group Companies; Such registered property rights are absolutely owned property rights.

每一土地物业的产权均由目标集团公司拥有及控制的产权文件适当地构成，并可予以追查；该等经登记的土地物业权，均属绝对拥有的产权。

- 12.4 There are no covenants, restrictions, burdens, stipulations, conditions, terms or outgoings affecting the Properties which are of an unusual or onerous nature or which affect the use or intended use of the Properties and there are no matters which adversely affect the value of any of the Properties or cast any doubt on the right or title of the Target Group Companies thereto.

没有对土地物业或对土地物业预期的使用构成影响的不寻常或严苛的承诺、限制、责任、规定、条款或支出，亦没有出现严重影响任何土地物业价值或导致目标集团公司对土地物业的权利或产权存疑的情况。

- 12.5 All covenants, restrictions, regulations, conditions and other terms affecting the Properties have been complied with and fulfilled. There are no circumstances which would entitle or require any owner or other person to exercise any land resumption and the recovery of the Properties or to restrict or terminate the continued occupation of any part of the Properties.

所有影响土地物业的承诺、限制、规定、条件和其它条款已经获得遵守和履行。没有任何情况，将会使任何业主或其它人士有权或规定行使任何收地权及收回土地物业或限制或终止继续占用土地物业任何部分。

- 12.6 The present use of the Properties is the permitted use for the purpose of the relevant planning or building regulations and is not adversely affected or likely to be adversely affected by any planning proposals and each of the Target Group Companies is not a temporary user or user subject to onerous or unusual conditions giving rise to abnormal expenditure.

土地物业目前是在有关规划或建设规例所容许的范围内使用，并且不会不利地或可能不利地受到任何规划建议的影响。目标集团公司不是临时的使用人，也不是接受严苛或不寻常条件引致不正常支出的使用人。

- 12.7 No development has been carried out in relation to the Properties which would require any consent under or by virtue of the relevant planning or building regulations or any other relevant legislation without such consent having been properly obtained and any conditions or restrictions imposed thereon have been fully observed and performed, and no application by the Target Group Companies for planning has been refused.

没有任何与土地物业有关及将要取得任何有关规划或建设规例或任何其它有关法例的同意的发展已经进行，也没有未适当取得这些同意便进行发展。所施加的任何条件或限制已获完全遵守和履行。目标集团公司没有任何规划申请被拒绝。

- 12.8 The Properties are not affected by any order or notice of or proceedings involving any governmental or local authority or other body or any agreement with any of the same or by any notices served by the Target Group Companies on any such authority or body.

土地物业没有受任何政府或本地政府或其它机构的任何命令或通知影响，没有受任何涉及他们或与他们所签的协议的法律程序影响，也没有受到目标集团公司向任何这些当局或机构送达的任何通知影响。

- 12.9 Properties comply with all laws, regulations, by-laws and other relevant legislation.

土地物业遵守所有法规、规例、附例和其它有关法例。

- 12.10 The Target Group Company has not entered into any agreements with any water, sewerage or other utilities authority for the supply of water sewerage or other facilities to or from the Properties or mains or other equipment laying and has not deposited any moneys with any such authority as security therefor.

目标集团公司没有与任何水务、污水或其它公用事业当局签订任何协议，以便把自来水、污水或其它设施接驳至土地物业或总管道或其它已敷设的设备，也没有向任何这些当局缴交定金作为保证金。

- 12.11 No structural or other material defects have appeared in respect of or affecting the buildings and structures on or comprising the Properties or any parts thereof and all such buildings are in good and substantial repair and condition.

任何关于或影响位于土地物业或构成土地物业或其任何部分的房屋或结构均没有在结构或其它材料上出现重大缺陷。所有这些房屋的保养及状况均实质良好。

- 12.12 There are not in force or required to be in force any licences under any applicable legislation or regulations which apply to any of the Properties.  
没有任何适用于土地物业任何部分根据适用法例或规例实施或需要实施的任何执照。

- 12.13 All leases and tenancies and all agreements for leases and tenancies granted by the Target Group Companies are disclosed herein and are on terms negotiated or (in the case of options) to be negotiated at arm's length as between a willing landlord and a willing tenant at the full market rent (as at the time of the grant of the lease or tenancy or agreement for lease or tenancy as the case may be).

所有授予目标集团公司的租赁和租权及所有租赁和租权的协议均已披露，而租赁条款是由愿意的业主与愿意的租客以基于各自独立的利益的条件按照完全的市值租金(授予租赁或租权当时，或授予租赁或租权协议当时，视属何种情况而定)决定。

- 12.14 Save for the matters disclosed in the Prospectus published by the Target Company on 4 October, 2017, the 2017 Annual Report, the 2018 Interim Report and the 2018 Annual Report or the announcements made by Target Company on the Stock Exchange, the Target Group Companies are not aware of any reason why the existing leases of such of the Properties as are leasehold should not be renewed on their expiry or a fresh lease granted on terms materially no less favorable to the Target Group Company (save as regards reasonable commercial increases in rent).

除已在目标公司于2017年10月4日刊发的招股书、2017年年度报告、2018年中期报告及2018年年度报告或目标公司在联交所刊登公告中已披露的事项，目标集团公司不知道有任何理由不应该在土地物业现有的租约终止时像租赁土地般续约，或不应该根据实质上不差于目标集团公司所享有的条件(除合理地增加的商业租金外)重新授予租契。

- 12.15 Save for the matters disclosed in the Prospectus published by the Target Company on 4 October, 2017, the 2017 Annual Report, the 2018 Interim Report and the 2018 Annual Report or the announcements made by Target Company on the Stock Exchange, each of the Target Group Companies has not granted or agreed to grant nor will it grant or agree to grant before the Closing any tenancies or licences in respect of the whole or any part of the Properties nor has each of the Target Group Companies parted with possession of or agreed to part with possession of the whole or any part of the Properties in any manner whatsoever nor will it do so before the Closing.

除已在目标公司于 2017 年 10 月 4 日刊发的招股书、2017 年年度报告、2018 年中期报告及 2018 年年度报告或目标公司在联交所刊登公告中已披露的事项外，目标集团在成交之前，并无授予、同意授予、将会授予或将会同意授予有关土地物业的任何租约或许可；目标集团并无以任何形式分割或同意分割土地物业全部或任何部份的拥有权；目标集团亦无意在成交前进行分割。

- 12.16 Copies of any mortgages, charges or debentures affecting any of the Properties have been produced to the Purchaser, and each of the Target Group Companies has not committed and will not commit any material breach thereof prior to or on the Closing Date.

影响任何土地物业的任何按揭、抵押或债券的副本已向买方提供，目标集团在成交之前或成交日期并无亦不会严重违反以上各项的规定。

### **13. Loan 贷款**

- 13.1 Each of the Target Group Companies does not have any debentures.  
每一间目标集团公司均没有任何债权证。

- 13.2 Except in the ordinary course of business and except for the items disclosed in the Target Group's Accounts or Schedule 7, there is no letters of credit, overdrafts, loans or other financial facilities outstanding or available to any of the Target Group Companies.

除了业务的通常运作及除已在目标集团帐目中披露的项目或在本协议附件 7 披露外，没有尚欠或任何一间目标集团公司可动用的承兑信用证、透支、贷款或其它财务服务。

- 13.3 Except for those arising other than in the ordinary course of business as recorded in the Target Group's Accounts or disclosed in Schedule 7, no material loans were granted to any of the Target Group Companies.

除已于目标集团帐目记录为非业务的通常运作中或在本协议附件 7 披露外，没有任何重大贷款借予任何一间目标集团公司。

- 13.4 Each of the Target Group Companies does not sell any receivables or engage in any financial or fiscal activity that does not need to be displayed or reflected in the Target Group's Accounts.

每一间目标集团公司没有让售任何应收帐款或从事任何一种并不需要在目标集团帐目显示或反映的金融或财务活动。

- 13.5 Except as recorded in the Target Group's Accounts or disclosed in Schedule 7, none of the Target Group Companies has any outstanding debts or

Encumbrances, or has created, agreed or permitted to create any outstanding debts or Encumbrances.

除已于目标集团帐目记录或在本协议附件 7 披露外,没有任何一间目标集团公司有任何尚未清偿的债务或产权负担、或已设定、已同意或准许设定任何尚未清偿债务或产权负担。

- 13.6 The amount borrowed by each Target Group Company (as determined by the relevant instrument or document) does not exceed any borrowing restrictions as provided in the memorandum, articles of association or other equivalent constitutional documents, or any other binding debentures, deeds or documents.

每一间目标集团公司所借的金额(根据相关文书或文件决定)并没有超过任何于章程大纲、组织章程细则或其它相等之宪法文件、或于任何其它具约束力的的债权证、契据或文件所规定中的借款限制。

- 13.7 Except as disclosed in Schedule 7, all the Bank Loans owed by any of the Target Group Companies or the Encumbrances granted by any of the Target Group Companies will be fully discharged or satisfied before Closing, and the aforementioned discharge and satisfaction will be registered with the relevant government authorities.

除在本协议附件7披露外,任何一间目标集团公司所有尚欠的银行贷款或任何一间目标集团公司给予的产权负担,将会在成交前完全解除或履行,而前述的解除和履行将会在相关的政府机关登记。

- 13.8 None of the debts owed by the Target Group Companies becomes payable before its maturity date due to the default of any of the Target Group Companies. There is no event of default or pending event of default which, together with lapse of time, performance of conditions or notice, would cause the debt acceleration in which case the debt needs to be repaid before the maturity date. 没有任何一间目标集团公司尚欠的负债因为任何一间目标集团公司的失责而变成需要在到期日前偿还。没有失责事件发生或联同时效失去、履行条件或通知一起将可能令负债变成需要在到期日前偿还的正在等待的失责事件发生。

- 13.9 There is no outstanding loan or debt or payment owed by or payable by the Warrantors to any of the Target Group Companies and vice versa.

没有任何由保证人所欠或应付予任何一间目标集团公司尚欠的贷款、债项或放款,反之亦然。

- 13.10 Save as disclosed in the Audited Accounts, none of the Target Group Companies has any outstanding shareholder loans.

除在经审核账目披露外,任何一间目标集团公司均没有任何尚欠的股东贷款。



## **14. Litigation**

### **诉讼**

- 14.1 Save as disclosed in Schedule 6 to this Agreement, none of the Target Group Companies is the subject of any litigation, arbitration, prosecution, other statutory, regulatory or governmental organization law, contract or professional disciplinary proceedings, hearing or condemnation, any dispute, any investigation, nor is it the subject of any pending claims, any complaint or warning given by any authority located in the place where each of the Target Group companies operates. There is no pending litigation, arbitration, prosecution, other law, contract or professional disciplinary proceedings or investigation on the part of any of the Target Group Companies, whether brought by or against the relevant company. There are no facts or circumstances that would result in the occurrence of any such litigation, arbitration, prosecution, proceedings, investigations, hearings, any disputes or any payment. There are also no judgments or court orders that have not been performed or satisfied by any of the Target Group Companies. To the knowledge of the Warrantors, there is no litigation, arbitration, prosecution, other laws, contracts or professional disciplinary proceedings or investigations threatened against any of the Target Group Companies.

除在本协议附件 6 披露外，任何一间目标集团公司均无身为任何诉讼、仲裁、检控、其它法定、监管或政府组织的法律、合约或专业纪律程序、聆讯或谴责、任何争议、任何调查的对象、未决的申索、任何设于每一间目标集团公司经营业务地方之机关的投诉或警告中的一方。不论是由相关公司自身提出或向相关公司提出，任何一间目标集团公司均没有待决的任何诉讼、仲裁、检控、其它法律、合约或专业纪律程序或调查。亦没有会导致任何该等诉讼、仲裁、检控、程序、调查、聆讯、任何争议或任何付款的存续的事实或情形出现。亦无任何对任何一间目标集团公司尚未实践或履行之判决或法庭命令。就保证人所知悉，任何一间目标集团公司均没有面临任何诉讼、仲裁、检控、其它法律、合约或专业纪律程序或调查的威胁。

## **15. Contracts and Undertakings**

### **合约和承担**

- 15.1 From the Target Group's Accounts Date, each of the Target Group Companies has carried out its Businesses normally in the ordinary course. Except as referred to herein or contemplated by this Agreement, none of the Target Group Companies has entered into any transactions or incurred any significant debts from the Target Group's Accounts Date, other than in the ordinary course of business and based on normal commercial terms and at arm's length.

自目标集团帐目日，每一间目标集团公司均以正常及一般营运中经营业务。除本协议提及或预期外，每一间目标集团公司，自目标集团帐目日期起没有

进入任何交易或招致任何重大债务，在每日业务的正常营运中按照一般商务条款以及正常商业关系为所有价值除外。

- 15.2 Except for Bank Loans arising in the ordinary course of business, none of the Target Group Companies has received any formal or informal repayment notices issued in accordance with any loan agreement (or loan-like liabilities) demanding immediate repayment.

除因日常业务运作而产生的银行贷款外，没有任何一间目标集团公司收到按照任何实时还款的借款协议（或借款性质的负债）所发出的任何正式或非正式的还款通知。

- 15.3 None of the Target Group Companies is liable for any obligations which cannot be performed on time or satisfied without unreasonable or unusual expenses or acts and which have a Material Adverse Effect, nor is it a party to such contracts.

任何不能够在没有不合理或不寻常的开支或行为情况下可以准时实践或履行、并有重大不利影响的责任，每一间目标集团公司均没有负上该等责任，亦非这样的合约的一方。

- 15.4 No party with whom any of the Target Group Companies has entered into any material contracts or arrangements is materially in default thereunder in the financial, commercial or business respect of the Target Group Companies, and there is no circumstance that may give rise to such default.

就目标集团在重大合约或安排而言，没有任何需向目标集团公司成员负责的一方有失责，该失责须为在目标集团公司的财务、商业情况或业务方面重大的失责，亦没有出现可能引起该些失责的情况。

- 15.5 None of the Target Group Companies:

没有任何一间目标集团公司：

- (a) is in default of any of its obligations or restrictions under any material contract or arrangement to which it is a party or by which it is bound;

在身为订约方的任何重大合约或安排、或其它约束它的任何责任或限制下失责；

- (b) is liable for any representation or warranty (whether express or implied) that has a Material Adverse Effect.

需要为任何声明或保证（不论明示或隐含）负上有重大不利影响的責任。

- 15.6 None of the Target Group Companies has any contracts, participation or obligations which are not concluded in accordance with normal commercial terms, whether conditional or controversial, other than those recorded in the



Target Group's Accounts or in the ordinary course of business of each of the Target Group Companies.

任何一间目标集团公司均没有订立任何非按照一般商务条款的合约、参与或责任，不论是否附条件或具争议的，经已于目标集团帐目记录或在每一间目标集团公司的每日正常业务营运中订立的除外。

**15.7 For each of the Target Group Companies, there is no**

对于每一间目标集团公司，没有

(a) contractual arrangements which may or will be legally terminated by the signing or completion of this Agreement;

因签订或完成本协议可能或将会被合法终止的合约安排；

(b) power of attorney still in force to grant or benefit a third party, authorizing any person to sign any agreement or do anything on its behalf other than in the ordinary course of business.

依然生效授予或惠及第三方的授权书，授权任何人代表目标集团公司在非正常业务营运中签订任何协议或做任何事情；

(c) material contracts and arrangements which are not concluded at arm's length;

签订不按照正常商业关系商讨的重大合约和安排；

(d) unusual and long-term contracts, or no nature and liability involved in the contracts requires special attention or are not capable of being carried out or performed on time without unreasonable or unusual expenditure or conduct;

不寻常、长期性质的合约，或合约涉及的责任之性质和严重性需要特别注意或不能够在无不合理或不寻常的开支或行为下准时实践或履行；

(e) contracts or arrangements between itself and the Warrantors or those associated with the Warrantors.

自己与保证人或与保证人有联系者之间的合约或安排。

**15.8 No contract or arrangement to which any of the Target Group Companies is a party is required to be registered with any authority or government department for the signing or completion of this Agreement.**

没有任何一间目标集团公司身为订约方的合约或安排随着签订或完成本协议需要于任何机关或政府部门登记注册。

**15.9 At Closing, there will be no material and outstanding contracts, liabilities or commitments between each of the Target Group Companies and the Warrantors.**

在成交时，将不会有任何一间目标集团公司与保证人之间的尚未履行的重大合约、责任或承担。

- 15.10 Except in the ordinary course of business, there is no material and outstanding contract between each of the Target Group Companies and others.

除日常业务运作外，没有任何一间目标集团公司与其它人之间的重大及尚未履行的合约。

## **16. Intellectual Properties** **知识产权**

- 16.1 The details of the Intellectual Properties listed in Schedule 4 are correct, complete and accurate. Intellectual Properties constitute all material intellectual properties required or used in the Businesses or all business areas of each of the Target Group Companies, all of which are valid and fully effective and are registered under the name of the relevant Target Group Company or licensor (if applicable) and does not need to be renewed or re-registered within three months of the date of this Agreement. The Target Group Company is the sole legal and beneficial owner of such intellectual property rights or holder of valid licenses of such intellectual property rights.

列载于附件 4 的知识产权详情为正确、完整、无误的。知识产权构成在业务或每一间目标集团公司的领域中所有经营业务需要或使用的的所有重要的知识产权，全部均为有效并有十足效力，并在有关目标集团公司或许可者的名下注册（如适用），且不需要于本协议签订日的三个月内续期或重新注册。目标集团公司是该些知识产权的唯一法定和实益拥有人或是其持有的有效许可。

- 16.2 None of the Target Group Companies has or must grant any licence or transfer any intellectual property rights, or disclose or provide knowhow, trade secrets, technical assistance, confidential information or customer supplier lists to any person, and none of the Target Group Companies has made such disclosure.

没有任何一间目标集团公司经已或必须就任何知识产权给予任何许可或转让，或向任何人披露或提供专门知识、商业机密、技术协助、机密资料或客户或供货商名单，而且并没有作出上述披露。

- 16.3 Each of the Target Group Companies does not infringe in the process of its current daily business operation or has not infringed at any time in the past, the intellectual property rights of any third party, which may result in payment of any commission, royalty or other similar fees or need to obtain any Business Licence within its business scope.

每一间目标集团公司现行的每日正常业务营运并不会、或在过去任何时间没有侵犯任何第三方的知识产权、或导致需要支付任何佣金、专利权使用费或任何相似费用或需要在其业务范围内取得任何营运许可。

- 16.4 All fees for the ownership, registration, grant or renewal of the Intellectual Properties or the use of the Intellectual Properties in the business are paid in real time or will be paid within a reasonable time and there is no circumstance which may give rise to cancellation, revocation, confiscation, alteration or compulsory licence of the Intellectual Properties, or hindrance of valid granting or registration of pending intellectual property applications or claim damages or terminations under the intellectual property licence of any of the Target Group Companies.

所有关于知识产权的拥有、注册、授予或续期或在业务中使用知识产权 需要的费用经已实时支付或将会在合理的时间内支付，且没有任何可能导致知识产权的取消、撤销、没收、更改或强制许可、可能妨碍等待中的知识产权申请的有效授予或注册或按任何一间目标集团公司的知识产权许可申索损害赔偿或终止的情况。

- 16.5 No facts, events or circumstances will or may: -

没有任何事实、事情或情况将会或可能会: -

(a) invalidate or invalidate any right to own or use Intellectual Properties;  
令任何拥有或使用知识产权的权利无效或可使无效;

(b) result in the revocation of the granted or registered Intellectual Properties as owned or used by any of the Target Group Companies.  
导致任何一间目标集团公司拥有或使用的知识产权之批授或注册被撤销。

- 16.6 None of the Target Group Companies has entered into any agreement or arrangement relating to the sale, mortgage, pledge, grant of options or other rights of their respective Intellectual Properties, and no Intellectual Properties is held by others.

任何一间目标集团公司均没有订立任何涉及各自知识产权的出售、抵押、质押、授予选择权或其它权利之协议或安排，而且没有任何知识产权是由其它人所持有的。

- 16.7 Each of the Target Group Companies has taken all steps and actions as necessary or advisable to protect, safeguard, enforce or maintain its Intellectual Properties.

每一间目标集团公司经已采取所有保护、保障、执行或维持其知识产权所需或有利的步骤和行动。

- 16.8 No claim is made at any time in respect of the following:

在任何时间均没有以下的申索: -

- (a) any Intellectual Properties used by the Target Group Companies in its business or operations infringe intellectual property rights of any third party or involve unauthorized use of confidential information;

目标集团公司在经营业务或业务运作中使用的任何知识产权侵犯任何第三方的知识产权或涉及未经准许使用机密资料；

- (b) all or part of the Intellectual Properties registered in the name of or licensed for use to any Target Group Company is invalid, may be cancelled or removed or is unlikely to be granted in the current manner.

所有在任何一间目标集团公司名下注册或给予许可使用的全部或部分知识产权为无效、可被取消或罢免或不大可能会以现时方式授予。

- 16.9 The Intellectual Properties used or held by any Target Group Company are not subject to actual or threatened infringement by any third party (including improper use of confidential information) or are not subject to any event that might constitute such infringement. None of the Target Group Companies has acquiesced in the illegal use of the Intellectual Properties by any third party.

任何目标集团公司使用或持有的知识产权没有出现第三方实际或威胁的侵犯(包括不当使用机密资料)或没有出现任何可能构成该些侵犯的事件。没有任何目标集团公司默许任何第三方非法使用该些知识产权。

## **17. Computer System and Software**

### **计算机系统和软件**

- 17.1 All software (collectively “Software”) and other information technology devices (including but not limited to all hardware, web, data-saving devices, connecting devices and other devices, collectively “Hardware”) used or provided by each of the Target Group Companies are all legally used, in satisfactory quality and functioning properly in accordance with the intended purpose(s) and their specification(s). There is no defective or character which may have adverse impact on the Software, Hardware and/or system. None of the Target Group Companies has any dispute at any time over the performance, quality, usage fitness and/or specification conformity of any Software and/or Hardware with any persons, or conformity of the warranties provided by any person to the Target Group Companies.

每一间目标集团公司使用或提供的所有软件（合称“软件”）和其它信息科技（包括但不限于任何硬件、网络、数据储存装置、接口设备和设备）（合称“硬件”）均为合法使用及均在所有方面对预期用途合适、有满意的质量、表现与其规格、用途或其它手册或文件相符、没有任何缺陷或特性会或可能会对其表现或其它软件、硬件或系统的表现有不利影响。没有任何一间目标集团公司在任何时间与任何人，就软件或硬件的性能、质量、或对用途的合适程度是否与其规格相符或任何人向目标集团公司提供的保证相符有任何争议。

17.2 Each of the Target Group Companies has taken all reasonable measures to make sure that the Software used or provided by it is free from virus, and no reason to believe that there is any virus has affected or will affect the Software.  
每一间目标集团公司经已采取所有合理步骤确保其使用或提供的软件没有受病毒影响，且没有任何理由相信任何病毒经已或将会接触该些软件。

17.3 Each of the Target Group Companies has set up safeguard program to defend its data or data saved in its computer system by any third party from illegal access, change, destroy or usage. There is no such ongoing illegal access, change, destroy or usage either.

每一间目标集团公司有设立安全程序防止非法进入、更改、破坏、使用其数据或任何第三方于其计算机系统储存的数据，且没有发生该些非法进入、更改、破坏或使用。

## **18. Bankruptcy** **破产**

18.1 None of the Target Group Companies has made any directive or resolution on the winding up, and for each of the Target Group Companies, there is no unsolved: -

没有就任何一间目标集团公司的清盘作出任何命令或通过任何决议，而每一间目标集团公司没有尚未解决的： -

(a) winding up application or order;  
任何清盘申请或命令；

(b) receivership on all or any of the Assets, undertakings or properties of any Target Group Company;  
任何一间目标集团公司全部或部份资产、事务或物业的接管；

(c) bankruptcy application or order;  
任何破产管理的申请或命令；

(d) voluntary arrangement between any Target Group Company and its creditor.  
任何一间目标集团公司与任何债权人之间的自愿安排。

18.2 No Warrantors knows of or ought to know of after proper investigation, any circumstance which grants any person the right to file a winding up or bankruptcy application against any Target Group Company, or appoint a receiver on all or part of the Assets of any Target Group Company.

没有任何保证人已知、或在作出合理调查后应知的情况令任何人有权对任何一间目标集团公司提出清盘或破产管理的呈请或就任何一间目标集团公司全部或部份资产或事务委任接管人。

- 18.3 There is no attachment, administrative or other proceedings against any Target Group Company, or any recall action on the goods possessed by any Group Company.

没有针对任何一间目标集团公司实施的扣押、行政或其它程序，或向任何一间目标集团公司采取行动从其管有中取回货物管有权。

- 18.4 No floating charges created by any of the Target Group Companies have been materialized, and there is no circumstance occurring which may give rise to materialization of such floating charges.

没有由任何一间目标集团公司设定的浮动押记经已具体化，亦没有出现任何情况可能导致该些浮动押记具体化。

- 18.5 No Target Group Company is or was a party to any transaction which may be null and void in the process of winding up.

没有任何一间目标集团公司是或曾为任何一项交易之订约方，而该项交易可以在清盘中成为无效。

## **19. Environment Protection Responsibility** **环保责任**

- 19.1 The Target Group has obtained all the necessary and adequate licenses and approvals for its ongoing business without hash or unusual conditions and has complied with the terms and conditions of the relevant environment laws, licences or approvals. There is no reason why the Target Group would not remain in compliance with the terms and conditions of the relevant environment laws, licences or approvals. The business plan has taken all the real or potential environment issues related to the business of the Target Group into consideration, and is in conformity with all the environment laws and regulations and such other applicable laws of Singapore, and all the suggestions proposed by the relevant Singaporean institutions/agencies and environment consultant appointed by the Target Group. There is no reason, fact or circumstance which results in failure to obtain and maintain the environment-related consents, licences and approvals in the same terms and conditions.

目标集团已获得所有其现在进行的业务所需或适宜的牌照及批准，及没有严苛或特别条件，并已符合相关环保法、牌照及批准的条款及条件，亦无任何原因不继续符合相关环保法、牌照及批准的条款及条件。业务计划已全面考虑与目标集团业务有关的真实或可能的环保事宜，及进行该等项目将符合新加坡的环保法及新加坡法规或新加坡相关机构/代理的建议及目标集团聘请有关目标集



团业务的环保顾问。并无任何原因、事实或情况导致不能获得及继续以相同的条款及条件维持与环保相关的同意、牌照及批准。

- 19.2 The Target Group has not received any notice or information showing that it has breached or may breach any environment law and regulation, or environment-related approval, licence, or permit, or that such licences and approvals needs to be changed, revoked, altered or appealed. To the knowledge of Warrantors, there is no event which may leads to foresaid change, revocation, alteration or appeal.

目标集团并无收到任何通知或信息显示其违反或可能违反环保法或环保相关的同意、牌照及批准或该等环保相关的牌照及批准需要修改、撤除、更改或上诉。就保证人所知悉，并没有任何情况可能导致上述的修改、撤除、更改或上诉。

- 19.3 The Target Group is not accused, or informed that it may be accused for breaching environment laws, and to the knowledge of Warrantors, there is no circumstance which may lead to such accusation.

目标集团并无被检控及被通知因违反环保法而可能被检控，及就保证人所知悉，并无任何情况导致该等申索。

- 19.4 There is no claim related to the environmental issue filed against the Target Group and to the knowledge of Warrantors, there is no circumstance giving rise to such claim.

无任何有关目标集团环保事宜的申索或就保证人所知悉，无任何情况导致该等申索。

- 19.5 Neither the Target Group nor any person has placed, used, treated, deposited, disposed of or gave out pollutant, toxic materials or wastes in any leased properties or properties as owned, leased, occupied, used or controlled by the Target Group currently or in the past.

目标集团或任何人并无放置、使用、处理、存放、处置或发放污染物、有毒物质或废物于任何目标集团目前或以前拥有、租借、占用使用或控制的租借物业或土地财产。

- 19.6 The Target Group is not aware of the use of potential pollutants in any leased properties or properties as owned, leased, occupied, used or controlled by the Target Group currently or in the past.

目标集团并不知悉任何目标集团目前或以前拥有、租借、占用使用或控制的租借物业或土地财产的潜在污染物的使用。

- 19.7 The Vendor and Target Group are not aware of any fact or circumstances, after due and prudent enquiry, which will cause the Target Group not to comply with any applicable environmental law or not to obtain such licences and



approvals.

卖方及目标集团在适当及谨慎的征询后，并不知悉任何事实或情况将致使目标集团不能符合任何适用环保法或将不能获得该些牌照及批准。

## **20. No Joint Venture/Association**

### **无合资/合营企业**

- 20.1 None of the Target Group Companies has become or agrees to become a member of any joint venture/association, consortium, partnership, or other unlimited-liability entity. None of the Target Group Companies has become or will become a party to any agreement or arrangement which shares commission or other incomes.

没有任何一间目标集团公司成为或同意成为任何合资/合营企业、财团、合伙企业或其它非以有限公司形式成立的组织的成员；没有任何一间目标集团公司成为或同意成为任何分享佣金或其它收入的协议或安排的订约方。

## **21. Miscellaneous**

### **其它**

- 21.1 All the data and materials provided by the Warrantors to the Purchaser and its authorized agent, and Purchaser's lawyer, accountant and financial advisor under or in connection with this Agreement or otherwise, was when provided, and are true, accurate and complete in all respects; there is no fact, or matter which has not been disclosed in writing to the Purchaser or its professional advisers which renders any such information untrue, inaccurate or misleading or which might reasonably affect the willingness of the Purchaser to proceed with the purchase of the Shares on the terms of this Agreement. There is no fact or event occurred at the time of execution of this Agreement until Closing, which may render such data and materials or documents untrue, inaccurate, incomplete or misleading, or may be reasonably expected to affect the Purchaser's decision to acquire the Sale Shares. The Warrantors have fully disclosed all the data and facts of each Target Group Company to the Purchaser and its authorized agent, the Purchaser's legal advisers, accountants or financial advisers, and such data and materials or facts has been recorded in the Target Group's Accounts.

所有由保证人向买方或其授权代表、买方律师、会计师或财务顾问根据本协议、与本协议有关联或其它于本协议内提供的数据及资料，在提供时在所有方面均为真实、准确和完整；于本协议签订日至成交时没有出现可能令到任何该些数据及资料或文件在任何方面变为不真实、不准确、不完整或误导，或在合理预计下可能会影响买方根据本协议条款购买出售股份的决定之事实或事宜。保证人已向买方、其授权代表、买方律师、会计师或财务顾问披露所有关于每一间目标集团公司的数据或事宜，而该些数据及资料或事宜经已记录在目标集团帐目中。

**Schedule 3****附件 3****Properties****土地物业****A. Owned Lands and Properties****自有土地及物业**

<b>NO. 序号</b>	<b>Owned Property Name 自有物业名称</b>	<b>Certificate No. 证件编号</b>	<b>Expiry date of Term 使用截止日期</b>	<b>Area</b>	<b>Location 坐落地</b>
1	31 Sungei Kadut Avenue, Singapore 729660	N/A	31 December 2022	Approximate 8,361.3 square metres 約 8,361.3 平方米	Singapore

**B. Leased Lands and Properties****租赁土地及物业**

<b>No. 序号</b>	<b>Leased Property Name 租赁物业名称</b>	<b>Certificate No. 证件编号</b>	<b>Expiry date of Term 使用截止日期</b>	<b>Area</b>	<b>Location 坐落地</b>
1	Woodlands Industrial Park E4 on State Land Lot 5817N PT MK 13 Singapore	N/A	30 October 2021	Approximate 10,950 square metres 約 10,950 平方米	Singapore
2	750 Chai Chee Road #03-10/14, Viva Business Park, Singapore 469000	N/A	30 September 2019	Approximate 1,019 square metres 約 1,019 平方米	Singapore
3	21B Senoko Loop Singapore 758171	N/A	30 October 2021	Approximate 195,822.50 square feet 約 195,822.50 平方尺	Singapore

#### **Schedule 4**

#### **附件 4**

### **Particulars of the Intellectual Properties**

#### **知识产权详情**

#### **A. Trademark**

##### **商标**

<b>Tradem ark 商标</b>	<b>Classificat ion 类别</b>	<b>Registrati on No. 注册编号</b>	<b>Registra nt 注册人</b>	<b>Registrati on Venue 注册地点</b>	<b>Registrati on Date 注册日期</b>	<b>Expiry Date 到期日</b>
	35, 39	4020171814 0Y	KT&T Engineers	Singapore	18 September 2017	18 Septemb er 2027
	35, 37, 39, 42, 43	4020171814 1T	Kakiko Group Limited	Singapore	18 September 2017	18 Septemb er 2027

#### **B. Domain Name**

##### **域名**

<b>Registrant 注册人</b>	<b>Domain Name 域名</b>	<b>Registration Date 注册日期</b>	<b>Expiry Date 到期日</b>
KT&T Engineers	kttgroup.com.sg	27 September 2010	25 September 2019

**Schedule 5****附件 5****Insurance Purchased by the Target Group Company**

目标集团公司已购买保险

<b>Insurance Company</b> 保险公司	<b>Policy-Holder</b> 投保公司	<b>Policy Number</b> 保单编号	<b>Date</b> 日期	<b>Expiry Date</b> 到期日
<b>Directors' and Officers' Liability Insurance</b> 董事和高级职员责任保险				
Chubb Insurance Singapore Ltd	Kakiko Group Limited	70881663	12 February 2018	11 February 2020
<b>Vehicle Insurance</b> 車輛保險				
AXA Insurance Pte Ltd	KT&T Engineers and Constructors Pte. Ltd	VBX/P1115459	02 October 2018	01 October 2019
ERGO Insurance Pte. Ltd.	Tenshi Resources International Pte. Ltd.	DMCV18S009899	25 September 2018	31 August 2019
NTUC Income Insurance Cooperative Limited	KT&T Global Pte. Ltd.	5104659702	05 November 2018	04 November 2019
NTUC Income Insurance Cooperative Limited	Tenshi Resources International Pte. Ltd.	5106624314	11 January 2019	10 January 2020
NTUC Income Insurance Cooperative Limited	KT&T Global Pte. Ltd.	5087810227-02	15 February 2019	14 February 2020
NTUC Income Insurance Cooperative Limited	Keito Engineering & Construction Pte. Ltd.	5107179050	17 February 2019	16 February 2020
ERGO Insurance Pte. Ltd.	Accenovate Engineering Pte. Ltd.	DMCV18S003807	06 May 2018	05 May 2019
ERGO Insurance Pte. Ltd.	Keito Engineering & Construction Pte. Ltd.	DMCG18000940	22 April 2018	21 April 2019
ERGO Insurance Pte. Ltd.	Accenovate Engineering Pte. Ltd.	DMCV18S006978	13 July 2018	12 July 2019
ERGO Insurance	Accenovate	DMCG18003469	26	25

Pte. Ltd.	Engineering Pte. Ltd.		September 2018	September 2019
ERGO Insurance Pte. Ltd.	KT&T Resources Pte. Ltd.	DMCG18005628	21 December 2018	20 December 2019
ERGO Insurance Pte. Ltd.	Keito Engineering & Construction Pte. Ltd.	DMCG18000920	06 April 2018	05 April 2019
ERGO Insurance Pte. Ltd.	KT&T Engineers and Constructors Pte. Ltd	DMCG18000922	12 April 2018	11 April 2019
ERGO Insurance Pte. Ltd.	KT&T Engineers and Constructors Pte. Ltd	DMCG18000924	18 April 2018	17 April 2019
ERGO Insurance Pte. Ltd.	Tenshi Resources International Pte. Ltd.	DMCG18000935	26 May 2018	25 May 2019
ERGO Insurance Pte. Ltd.	KT&T Engineers and Constructors Pte. Ltd	DMCG18000936	01 June 2018	31 May 2019
ERGO Insurance Pte. Ltd.	KT&T Engineers and Constructors Pte. Ltd	DMCG18001588	07 June 2018	06 June 2019
NTUC Income Insurance Cooperative Limited	Tenshi Resources International Pte. Ltd.	5102462729	22 September 2018	21 September 2019
NTUC Income Insurance Cooperative Limited	KT&T Global Pte. Ltd.	5103976759	11 October 2018	10 October 2019
NTUC Income Insurance Cooperative Limited	KT&T Engineers and Constructors Pte. Ltd	5103975485	02 October 2018	01 October 2019
AXA Insurance Pte Ltd	Nichefield Pte. Ltd.	VCA/P2129129	01 June 2018	31 May 2019
AXA Insurance Pte Ltd	Nichefield Pte. Ltd.	VCA/P2129117	01 June 2018	31 May 2019
AXA Insurance Pte Ltd	Nichefield Pte. Ltd.	VCA/P2165131	16 August 2018	15 August 2019
<b>Work Injury Compensation Insurance</b> 工傷賠償保險				
Tokio Marine Insurance Singapore Ltd.	KT&T Engineers and Constructors Pte Ltd, Keito Engineering & Construction Pte Ltd, Accenovate	18-WJ001156-R00	1 June 2018	31 May 2019

	Engineering Pte Ltd, KT&T Resources Pte Ltd, Tenshi Resources International Pte Ltd			
--	---	--	--	--

**Schedule 6****附件6****Litigation****訴訟**

List of pending litigations involving the Target Group (as Defendant):

上市集团目前(作为被告)面临以下尚未有裁定的诉讼:

	Case No. 诉讼编号	Plaintiff/ Third Party/ Other Defendant 原告/第三方/其他被告	Nature 诉讼性质	Estimated Amount of Claim 赔偿金额
<b>Keito Engineering &amp; Construction Pte. Ltd.</b>				
1.	DC/DC 1533/2018	原告：AULAKH GURBHEJ SINGH  第三方：GANZ M&E SERVICES PTE LTD	Negligence (Industrial Accidents With Injury) 疏忽（工伤事 故）	S\$250,000.00
2.	DC/DC 3223/2018	原告：MIA RIGEN  第二被告：TRUST- BUILD ENGINEERING & CONSTRUCTION PTE. LTD.	Negligence (Industrial Accidents With Injury) 疏忽（工伤事 故）	To be assessed 有待评估
3.	MC/MC 13289/2018	原告：GOH CHOON LAM  第一被告：HAN ZAW  第二被告：LFP ENGINEERING PTE LTD  第三被告：NOR AZHAR BIN SUDNGI	Negligence (Motor Accidents With Injury) 疏忽（汽车伤害 事故）	S\$19,000.00 (Unliquidated Claim尚未算定的 申索)
4.	MC/MC 13291/2018	原告：YEO HUI QING, SHERYL (YANG HUIQING)  第一被告：HAN ZAW	Negligence (Motor Accidents With Injury) 疏忽（汽车伤害 事故）	S\$18,000.00 (Unliquidated Claim尚未算定的 申索)



		第二被告：LFP ENGINEERING PTE LTD  第三被告：NOR AZHAR BIN SUDNGI		
KT&T Engineers and Constructors Pte. Ltd.				
5.	DC/DC 282/2018	原告：GURDAVINDER SINGH  第二被告：TITANIUM GROUP PTE LTD	Negligence (Industrial Accidents With Injury) 疏忽（工伤事 故）	S\$250,000.00
6.	DC/DC 369/2018	原告：MAIAH MOHAMMAD JONY  第二被告：FIGTREE PROJECTS PTE. LTD.	Negligence (Industrial Accidents With Injury) 疏忽（工伤事 故）	S\$2,301.86 (Liquidated Claim 已算定的申索) 以 及 S\$47,000 (Unliquidated Claim 尚未算定的 申索)
7.	DC/DC 1386/2018	原告：HOSEN MOHAMMAD ANOWAR  第二被告： LEIGHTON CONTRACTORS (ASIA) LIMITED (SINGAPORE BRANCH)  第三被告：JOHN HOLLAND PTY LTD	Negligence (Industrial Accidents With Injury) 疏忽（工伤事 故）	To be assessed 有待评估
8.	DC/DC 1768/2018	原告：HOSEN MD JEWEL  第二被告：K. A. FABRIC SHUTTERS PTE. LTD.	Negligence (Industrial Accidents With Injury) 疏忽（工伤事 故）	To be assessed 有待评估

9.	DC/DC 2348/2017	原告：ARIF  第二被告：SANHE CONSTRUCTION PTE LTD  介入人：LIBERTY INSURANCE PTE LTD	Negligence (Industrial Accidents With Injury) 疏忽（工伤事 故）	To be assessed 有待评估
KT&T Resources Pte. Ltd.				
10.	MC/MC 321/2019	原告：GOLDBELL LEASING PTE LTD  第二被告：NG HANG PHUAN	Negligence (Motor Accidents Without Death/ Injury) 疏忽（无死亡/受 伤的交通事故）	S\$6,970.00

List of pending litigations involving the Target Group (as Plaintiff):

上市集团前(作为原告)面临以下尚未有裁定的诉讼:

	Case No. 诉讼编号	Defendant 被告	Nature 诉讼性质	Estimated Amount of Claim 赔偿金额
Keito Engineering & Construction Pte. Ltd.				
1.	DC/DC 930/2019	KO ANN ENGINEERING PTE. LTD.	Provision of Services Excluding Renovation 提供不包括装修的服 务	S\$41,122.44
KT&T Engineers and Constructors Pte. Ltd.				
2.	DC/DC 714/2019	DSG MANUFACTURING SINGAPORE PTE. LTD.	Provision of Services Excluding Renovation 提供不包括装修的服 务	S\$131,381.84
3.	MC/MC 4953/2019	BEVERLY BUILDER PTE. LTD.	Provision of Services Excluding Renovation 提供不包括装修的服 务	S\$17,603.66

4.	MC/MC 5892/2019	Builder Max-JM Pte. Ltd.	Provision of Services Excluding Renovation 提供不包括装修的服务	S\$21,533.10
5.	MC/MC 12914/2018	ALAM AFROJUL	Employment 雇用	S\$1,571.80
6.	MC/MC 18536/2018	RANA MOHAMMED MASUD	Equity and Trust 衡平法及信托	S\$1,748.38
7.	MC/MC 20444/2018	ISLAM ROBIUL	Equity and Trust 衡平法及信托	S\$1,571.80
Simplex FM Services Pte. Ltd.				
8.	MC/MC 6530/2019	Midas Environment Builder Pte. Ltd.	Provision of Services Excluding Renovation 提供不包括装修的服务	S\$4,503.63
Tenshi Resources International Pte. Ltd.				
9.	MC/MC 18533/2018	MANNA	Equity and Trust 衡平法及信托	S\$1,571.80
10.	MC/MC 18534/2018	HOSSAIN MD ARIF	Equity and Trust 衡平法及信托	S\$1,571.80

**Schedule 7**  
**附件7**  
**Banking Facilities**  
**银行授信**

1. Letter of offer for banking facilities (hire purchase) offered by United Overseas Bank Limited (“Bank”), dated 4 September 2018 (“Facility Letter”) and the acceptance letter to the Facility Letter dated 11 September 2018;
2. Hire purchase agreement dated 1 November 2018 between United Overseas Bank Limited (“Owner”) and Nichefield Pte. Ltd (“Hirer”) in relation to 1 new unit of MITSUBISHI CANTER FEB21ER4SDEN CBU MT E6 (vehicle registration no. YP8679J);
3. Hire purchase agreement dated 1 November 2018 between United Overseas Bank Limited (“Owner”) and Nichefield Pte. Ltd (“Hirer”) in relation to 1 new unit of MITSUBISHI CANTER FEB21ER4SDEN CBU MT E6 (vehicle registration no. YP8801Y);
4. Hire purchase agreement dated 1 November 2018 between United Overseas Bank Limited (“Owner”) and Nichefield Pte. Ltd (“Hirer”) in relation to 1 new unit of MITSUBISHI FUSO FK62FMZ1RDEC C/C E6 (vehicle registration no. YP9285E); and
5. Hire purchase agreement dated 17 January 2018 between DBS BANK LTD (“Owner”) and KT&T Engineers and Constructors Pte. Ltd. (“Hirer”) in relation to 1 second hand unit of BMW 320I (vehicle registration no. SKC3218Z).