

*Execution version*

**Dated 21 June 2018**

**EVER ULTIMATE LIMITED**

**and**

**DIFFER GROUP HOLDING COMPANY LIMITED**

**and**

**RICHES DEPOT SECURITIES CO., LIMITED**

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**PLACING AND SUBSCRIPTION AGREEMENT  
relating to Shares in the capital of  
DIFFER GROUP HOLDING COMPANY LIMITED**

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**BPC** 邦璞 BENNY  
PANG & CO

27th Floor, 100QRC  
100 Queen's Road Central  
Central  
Hong Kong

“**Affiliates**” means any other person, directly or indirectly, controlling or controlled by or under direct or indirect common control with such specified person;

“**Agreement**” means this placing and subscription agreement (as may be amended or varied from time to time by an agreement in writing duly executed by the Parties);

“**Announcement**” means the announcement to be issued by the Company as soon as practicable following the execution of this Agreement concerning this Agreement and the proposed transaction contemplated hereunder as required by the Listing Rules and the various subsequent announcements to be made by the Company in respect of this Agreement;

“**Associate**” has the meaning ascribed thereto in the Listing Rules;

“**Business Day**” means any day (excluding a Saturday, Sunday or public holiday or days on which a typhoon signal No. 8 or above or black rainstorm warning is hosted in Hong Kong at any time between 9:00 a.m. and 5:00 p.m.) on which banks are generally open for business in Hong Kong;

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

“**Closing Date**” means 26 June 2018 or such other date as the Vendor and RDSCL may agree in writing;

“**Companies Ordinance**” means the Companies Ordinance (Cap. 622 of the Laws of Hong Kong) for the time being in force;

“**Completion**” means completion of the obligations of parties on the Closing Date with respect to the Sale Shares pursuant to Clause 4;

“**control**” means the beneficial ownership or control of more than 50 percent of the voting rights of the issued share capital of an entity or the right to appoint and/or remove all or the majority of the members of the entity’s board of directors or other governing body, whether obtained directly or indirectly, and whether obtained by ownership of share capital, the possession of voting rights, contract or otherwise;

“**Directors**” means the directors of the Company for the time being;

“**General Rules**” means the General Rules of CCASS from time to time in force;

“**Group**” means the Company and its subsidiaries and the expression “**member of the Group**” shall be construed accordingly;

“**Hong Kong**” means the Hong Kong Special Administrative Region of the People’s Republic of China;

“**Stock Exchange**” means The Stock Exchange of Hong Kong Limited;

“**Subscription**” means the subscription by the Vendor for the Subscription Shares on and subject to the terms and conditions set out in this Agreement;

“**Subscription Conditions**” means the conditions to completion of the Subscription set out in Clause 6.1;

“**Subscription Monies**” means such sum as is the aggregate of the Placing Price multiplied by the number of Subscription Shares less the expenses properly incurred by the Vendor in connection with the Placing and the Subscription;

“**Subscription Shares**” means 610,378,000 new Shares to be issued by the Company to the Vendor;

“**subsidiary**” has the same meaning as in Section 15 of the Companies Ordinance;

“**Takeovers Code**” means the Hong Kong Code on Takeovers and Mergers for the time being in force;

“**Taxation**” and “**Tax**” mean all forms of taxation whether of Hong Kong or elsewhere in the world whenever imposed and all statutory, governmental, state, provincial, local governmental or municipal impositions, duties and levies and all penalties, charges, costs and interests relating thereto; and

“**U.S.**” or “**United States**” means the United States of America, its territories and possessions, any state of the United States and the District of Columbia.

- 1.2 Any reference to a document being “in the agreed form” means in the form of the draft thereof signed for identification on behalf of the Company, the Vendor and RDSCL with such alterations (if any) as may be agreed between the Parties.
- 1.3 In this Agreement, references to any statute, statutory provision or Listing Rule include a reference to that statute, statutory provision or Listing Rule as from time to time amended, extended or re-enacted.
- 1.4 In this Agreement, references to persons include references to bodies corporate, references to singular include references to the plural and vice versa.
- 1.5 Headings are inserted for convenience only and shall not affect the interpretation of this Agreement.

## **2 APPOINTMENT OF RDSCL AND THE PLACING**

- 2.1 Subject to the provisions of this Agreement, the Vendor hereby appoints RDSCL as agent and underwriter to the exclusion of all others and RDSCL, agrees to act as agent and underwriter for the Vendor during the Placing Period and to procure purchasers for, or failing which to purchase itself, the Sale Shares at the Placing

the amounts it is entitled to be paid under Clause 9. If there are no unplaced Sale Shares as at the close of the Placing Period, the obligations of RDSCL under this Clause 2 shall cease.

- 2.7 RDSCL may select brokers of its choice to report the transaction to the Stock Exchange if applicable and to effect the transaction on the Stock Exchange as a crossing on the Stock Exchange.

### **3 ANNOUNCEMENT**

- 3.1 The Company shall release as soon as practicable upon the execution of this Agreement, the Announcement.

### **4 COMPLETION OF THE PLACING**

- 4.1 The Vendor shall appoint RDSCL or the settlement agent as RDSCL may direct (the “**Settlement Agent**”) (as the case may be) to act as the Vendor’s nominee to hold the Sale Shares in CCASS pending completion of the Placing.
- 4.2 Completion of the Placing will take place on the Closing Date in respect of the Sale Shares. Completion of the transfer of the Sale Shares shall take place in CCASS. On or before 10:00 a.m. on the Closing Date, the Vendor shall procure that its designated Participant gives an irrevocable delivery instruction to effect a book entry settlement of the Sale Shares on Completion in accordance with this Agreement and the General Rules and the Operational Procedures to the credit of the stock accounts of the relevant Participant(s) of the Placees or the Placing Agent or its nominees (as the case may be) in accordance with the details provided to the Vendor by RDSCL prior to the Closing Date and shall provide to RDSCL written evidence satisfactory to RDSCL of such delivery instruction having been provided. At Completion of the Placing, the Vendor shall execute the sold notes in respect of the Sale Shares and RDSCL shall arrange for bought notes in respect of the Placing Shares to be executed by or on behalf of the Placees or the Placing Agent or its nominees (as the case may be) and (or as soon as reasonably practicable thereafter) arrange for the bought and sold notes referred to above to be stamped with Hong Kong stamp duty in accordance with the Stamp Duty Ordinance.
- 4.3 The Vendor shall procure that all Sale Shares delivered at completion of the Placing in accordance with the preceding provisions of this Clause 4 shall comply in all respects with Clause 2.4.
- 4.4 Against compliance by the Vendor with its obligations pursuant to Clauses 4.2 and 4.3 and subject to Clause 12, RDSCL shall on the Closing Date make or procure the making of payment to the Company, as procured by the Vendor, in Hong Kong dollars of the aggregate Placing Price of the Sale Shares (less the commission and

## **5 THE SUBSCRIPTION**

- 5.1 The Vendor agrees to subscribe as principal for, and the Company agrees to issue, the Subscription Shares at the Placing Price, free from all liens, charges, security interests, encumbrances and adverse claims on the terms and subject to the conditions set out in this Agreement.
- 5.2 The Company agrees that the Subscription Shares shall, when fully paid, rank pari passu in all respects with the other Shares in issue or to be issued by the Company on or prior to the date of completion of the Subscription, including the rights attached to them as at the date of completion of the Subscription takes place to all dividends and other distributions declared, made or paid at any time after the respective date of allotment.

## **6 CONDITIONS OF THE SUBSCRIPTION**

- 6.1 Completion of the Subscription is conditional upon the fulfilment of the following conditions:-
- (i) the Stock Exchange granting listing of, and permission to deal in, the Subscription Shares (and such listing and permission not subsequently revoked prior to the delivery of definitive share certificate(s) representing the Subscription Shares under Clause 7.3 hereof); and
  - (ii) completion of the Placing having occurred pursuant to the terms of this Agreement.
- 6.2 The Company shall, as soon as is reasonably practicable, apply to the Stock Exchange for the granting of listing of, and permission to deal in, the Subscription Shares after the signing of this Agreement and the Company shall use all reasonable endeavours to obtain the granting of such listing and permission to deal by the Stock Exchange as soon as is reasonably practicable and will inform the Vendor promptly following the granting of the same. The Company shall furnish such information, supply such documents, pay such reasonable fees, which have been agreed by the Company prior in writing, and do all such acts and things as may reasonably be required by the Vendor, RDSCL, SFC and/or the Stock Exchange in connection with the fulfilment of the Subscription Conditions. RDSCL shall provide the Company with such necessary assistance as may be reasonably requested by the Company and the Vendor in connection with the fulfilment of the Subscription Conditions. With the view to facilitating the Company's application to obtain the approval from the Stock Exchange for the listing of, and permission to deal in, the Subscription Shares, RDSCL shall use its reasonable endeavours to promptly submit or procure to be submitted to the Stock

- 8.2 Each of the Vendor and the Company shall promptly provide RDSCL, upon request, with all such information known to it or which on reasonable enquiry ought to be known to it relating to the Group or the Vendor or otherwise as may be required by RDSCL in connection with the Placing for the purpose of complying with any applicable law, regulation or direction (including the establishment of any defence to any action under any of the same, whether relating to due diligence or otherwise) or any requirement of the Stock Exchange, the SFC or any other applicable regulatory body.
- 8.3 Each of the Vendor and the Company shall procure that particulars of every significant new factor known to it which is capable of materially and adversely affecting the Placing and which arises between the date hereof and the Closing Date shall be promptly provided to RDSCL.
- 8.4 Without prejudice to the foregoing obligations, the Vendor undertakes with RDSCL that it shall do all such other acts and things as may be reasonably required to be done by it to carry into effect the Placing in accordance with the terms of this Agreement.
- 8.5 The Vendor undertakes to RDSCL that it shall notify (i) any parties connected with the Vendor and (ii) its associates that they should not acquire Shares in the Placing. The Vendor and the Company shall in any event notify RDSCL if it becomes aware that any party connected with the Vendor or any of its associates intends to acquire Shares in the Placing.

## **9 PAYMENT OF FEES, COMMISSIONS AND EXPENSES**

- 9.1 In consideration of the services of RDSCL in relation to the Placing, the Vendor shall pay to RDSCL:
1. an underwriting commission, in respect of all the Placing Shares, which shall be equal to, on a per Placing Share basis, in Hong Kong dollars of 1 per cent. of the Placing Price. The Placing Agent is hereby authorised to deduct the aforesaid amount from the payment to be made by it to the Vendor pursuant to Clause 4.4
  2. stamp duty at the rate of HK\$1.00 per HK\$1,000.00 or any part thereof on the amount equal to the Placing Price per Sale Share multiplied by the number of Sale Shares which amounts RDSCL is hereby authorised to deduct from the payments to be made by it to the Vendor pursuant to Clause 4.4;
  3. unless the Sale Shares are to be delivered in board lots or through CCASS, all charges, fees and expenses of the Company's share registrars in Hong Kong including (without limitation) their fees and expenses in effecting the

- 10.5 The Placing Agent hereby represents, warrants and undertakes to the Company and the Vendor on the terms set out in Schedule 2.
- 10.6 The representations, warranties and undertakings set out in Clause 10, are given as at the date hereof and shall remain true and accurate and in force up to and including the Closing Date as if given or made on such date, with reference in each case to the facts and circumstances then subsisting. Each of the Vendor and the Company undertakes to notify RDSCL of any matter or event coming to its attention prior to the completion of the Placing or the Subscription which shows or may show any of the representations, warranties and undertakings set out in this Agreement to be or to have been untrue, inaccurate or misleading.
- 10.7 Save as a result of RDSCL's fraud, gross negligence, wilful default or breach of this Agreement, RDSCL shall not be responsible for and no claim shall be made against RDSCL by the Company and/or the Vendor to recover any damage, cost, charge or expense which the Vendor and/or the Company may suffer or incur by reason of or arising out of the carrying out by RDSCL of any work pursuant to its obligations hereunder, or for any alleged insufficiency of the Placing Price or otherwise in connection with the Placing.
- 10.8 The rights and remedies of each Party in respect of the representations, warranties and undertakings referred to in Clause 10 shall not be affected by (i) completion of the Placing or the Subscription; (ii) any investigation made into the affairs of any Party or any knowledge held or gained of any such affairs by or on behalf of the other Parties; or (iii) any event or matter whatsoever, other than a specific and duly authorised written waiver or release by the other Parties.

## 11 INDEMNITY

- 11.1 The Vendor and the Company undertakes, jointly and severally, to indemnify RDSCL for itself and as trustee for each of its agents, subsidiaries and associated companies, their respective directors, officers and agents (duly authorised as permitted herein) and each person who controls RDSCL or any of its subsidiaries or associated companies the "**Indemnified Parties**") against all or any costs, expenses (including legal fees as they are properly and reasonably incurred), fees, claims, actions, liabilities, demands, proceedings or judgements (including, but not limited to, all such losses, costs, charges or expenses suffered or incurred in disputing or defending any costs, fees, claims, actions, liabilities, demands, proceedings or judgements (the "**Proceedings**") and/or in establishing its rights to be indemnified pursuant to this Clause 11 and/or in seeking advice in relation to any Proceedings) brought or established or threatened to be brought or established against any of the Indemnified Parties by any Placee or by any governmental agency or regulatory body:

12.1.1 there develops, occurs or comes into force:

- (i) any new law or regulation or any change or prospective change in existing laws or regulations which in the reasonable opinion of RDSCL makes it impracticable or inadvisable or inexpedient to proceed with the Placing or has or is likely to have a material adverse effect on the financial position, business, results of operation or prospects of the Group as a whole; or
- (ii) any significant event, development or change or prospective change (whether or not permanent or forming part of a series of event, developments or changes occurring or continuing before, on and/or after the date hereof) in local, national or international economic, financial, fiscal, industrial, regulatory, political or military conditions, securities market conditions or currency exchange rates or exchange controls, including without limitation, any outbreak or escalation of hostilities, declaration by the United States, the United Kingdom, the People's Republic of China (the "PRC") or Hong Kong of a national emergency or other calamity or crisis, the effect of which in the reasonable opinion of RDSCL is or would be materially adverse to the success of the Placing, or makes it impracticable or inadvisable or inexpedient to proceed therewith; or
- (iii) the declaration of a banking moratorium by United States, the United Kingdom, the PRC or Hong Kong authorities, or any moratorium, suspension or material restriction on trading in shares or securities generally, or the establishment of minimum prices, on the Stock Exchange, the Shanghai Stock Exchange, New York Stock Exchange or the London Stock Exchange; or
- (iv) any suspension of dealings in the Shares for any period whatsoever except for suspension relating to any transaction under this Agreement.

12.1.2 any breach of any of the representations, warranties and undertakings by the Vendor and/or the Company set out in this Agreement comes to the knowledge of RDSCL or any event occurs or any matter arises on or after the date hereof and prior to the Closing Date which if it had occurred or arisen before the date hereof would have rendered any of such representations, warranties and undertakings untrue or incorrect in any material respect or there has been a breach of, or failure to perform, any other provision of this Agreement on the part of the Vendor and/or the Company; or



## 14 TIME OF THE ESSENCE

Any time, date or period mentioned in this Agreement may be extended by mutual agreement between the Vendor, the Company and RDSCL but as regards any time, date or period originally fixed or any date or period so extended as aforesaid, time shall be of the essence.

## 15 NOTICES

15.1 All notices delivered hereunder shall be in writing and shall be communicated to the following addresses:

**If to RDSCL, to:**

Room 605, Bank of America Tower  
12 Hacourt Road  
Central  
Hong Kong

Facsimile: +852 2868 2652

Attention: Mr. Jimmy Li

**If to the Vendor, to:**

Room 1602, 16/F,  
Euro Trade Centre,  
13-14 Connaught Road Central,  
Central, Hong Kong

Facsimile: +852 2592 7777

Attention: Mr. Ng Chi Chung

**If to the Company, to:**

Room 1602, Euro Trade Centre  
13-14 Connaught Road Central  
Central  
Hong Kong

Facsimile: +852 2592 7777

Attention: Mr. Hong Mingxian

15.2 Any such notice shall be served either by hand or by facsimile. Any notice shall be deemed to have been served, if served by hand, when delivered and if sent by facsimile, on receipt of confirmation of transmission. Any notice received on a Sunday or public holiday shall be deemed to be received on the next Business Day.

preclude any other or further exercise of it or the exercise of any other right or remedy.

17.5 The Vendor and Company acknowledge and agree that:

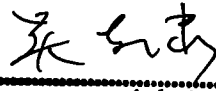
1. RDSCL has been retained solely to act as a placing agent and that no fiduciary, advisory or other agency relationship between the Vendor, the Company and RDSCL has been created in respect of any of the transactions contemplated by this Agreement irrespective of whether RDSCL has advised or are advising the Company or the Vendor on other matters;
2. the Placing Price was established by the Company and the Vendor following discussions and arms-length negotiations with RDSCL and the Company and the Vendor is capable of evaluating and understanding and understands and accepts the terms, risks and conditions of the transactions contemplated by this Agreement;
3. each of them has been advised that RDSCL and its affiliates are engaged in a broad range of transactions which may involve interests that differ from those of the Vendor and the Company and that RDSCL has no obligation to disclose such interests and transactions to the Company or the Vendor by virtue of any fiduciary, advisory or agency relationship; and
4. each of them waives, to the fullest extent permitted by law, any claims it may have against RDSCL for breach of fiduciary duty or alleged breach of fiduciary duty and agrees that RDSCL shall have no liability (whether direct or indirect) to the Company or the Vendor in respect of such a fiduciary duty claim or to any person asserting a fiduciary duty claim on behalf of or in right of the Company or the Vendor, including their shareholders, employees or creditors.

## **18 APPLICABLE LAW AND JURISDICTION**

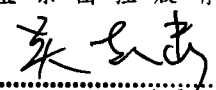
- 18.1 This Agreement is governed by and shall be construed in accordance with the laws of Hong Kong for the time being in force and the Parties hereby irrevocably submit to the non-exclusive jurisdiction of the Hong Kong courts.
- 18.2 The Vendor agrees that the process by which any legal proceedings in Hong Kong are begun may be served on it by being delivered to it at Room 1602, Euro Trade Centre, 13-14 Connaught Road Central, Hong Kong or its other principal place of business in Hong Kong. If the above process agent ceases to have a place of business in Hong Kong, the Vendor shall forthwith appoint a further person in Hong Kong to accept service of process on its behalf in Hong Kong and notify the Placing Agent of such appointment, and, failing such appointment within fifteen days, the Placing Agent shall be entitled to appoint such a person by notice to the

IN WITNESS WHEREOF this Agreement has been entered into the day and year first before written.


SIGNED by )  
for and on behalf of )  
**EVER ULTIMATE LIMITED** )  
in the presence of: )

For and on behalf of  
**EVER ULTIMATE LIMITED**  
  
.....  
*Authorized Signature(s)*

SIGNED by )  
for and on behalf of )  
**DIFFER GROUP HOLDING** )  
**COMPANY LIMITED** )  
鼎豐集團控股有限公司 )  
in the presence of: )

For and on behalf of  
Differ Group Holding Company Limited  
鼎豐集團控股有限公司  
  
.....  
*Authorized Signatory*

SIGNED by )  
for and on behalf of )  
**RICHES DEPOT SECURITIES** )  
**CO., LIMITED** )  
in the presence of: )

For and on behalf of  
**RICHES DEPOT SECURITIES CO., LIMITED**  
聚富證券有限公司  
  
.....  
*Authorized Signature(s)*

**SCHEDULE 1**  
**REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS BY THE VENDOR**  
**AND THE COMPANY**

Part A

The Vendor hereby represents, warrants and undertakes to RDSCL as follows:

1. All facts stated in Recitals (B) are true and accurate;
2. the Sale Shares are fully paid up and the Vendor is the legal and beneficial owner of the Sale Shares and has the necessary power and authority to enable it to sell the Sale Shares to be sold by it hereunder free from any lien, charge, option, warrant, pre-emptive right, or other encumbrance or third party right whatsoever and together with all rights attaching thereto and the Company has not exercised any lien over any of the Sale Shares;
3. the Vendor is duly incorporated and validly existing under the laws of the place of its incorporation and the Vendor has power under its constitutional documents to permit its entry into this Agreement in the manner set out herein and this Agreement (and its performance) has been duly authorised (such authorisation remaining in full force and effect) and executed by, and constitutes legally binding obligations of the Vendor, enforceable in accordance with its terms; there is no authorisation, consent, approval or notification required for the purposes of or as a consequence of the Placing or the Subscription either from governmental, regulatory or other public bodies (including, without limitation, the Stock Exchange) or authorities or courts or from any third party pursuant to any contractual or other arrangement to which the Vendor is party that has not already been obtained;
4. the Vendor has read and understood the Professional Investor Treatment Notice and acknowledges and agrees to the representations, waivers and consents contained in the Professional Investor Treatment Notice, in which the expressions “you” or “your” shall mean “the Vendor” and “us” and “our” shall mean the Placing Agent;
5. the compliance by the Vendor with all the provisions of this Agreement, as well as the consummation of the transactions herein contemplated will not conflict with or result in a breach or violation of, or result in any third party consent being required under, the constitutional documents of the Vendor, any of the terms or provisions of any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which the Vendor or by which the Vendor is a party or to which any of the property or assets of the Vendor is subject, or any statute or any rule or regulation, including, without limitation, to the extent applicable, Listing Rules or any order of any court or governmental agency or body having jurisdiction over the Vendor or the property or assets of the Vendor; and

6. the Vendor shall use its reasonable endeavours ensure that none of its Associates shall purchase any of the Sale Shares under the Placing.

#### Part B

The Vendor and the Company hereby jointly and severally represent, warrant and undertake to RDSCL, as follows:

1. all facts stated in Recitals (A) and (B) are true and accurate;
2. all statements of fact to be contained in the Announcement are true and accurate and not misleading and all statements of opinion, intention or expectation of the Directors in relation to the Company or the Group contained therein (if any) are truly and honestly held and have been made after due and careful consideration, and there is no other fact or matter omitted therefrom the omission of which would make any statement therein misleading or which is otherwise material in the context of the Placing;
3. neither the Vendor, nor the Company is in possession of any information that is required to be disclosed under the Inside Information Provisions (Part XIVA of the Securities and Futures Ordinance);
4. all information (whether oral, written, electronic or in any other form) supplied by or on behalf of the Vendor, the Company or any of their respective officers, directors, employees or advisers, for the purpose of or in connection with the Placing, and all publicly available information and records of the Vendor and the Company (including information contained in annual reports, statutory filings and registrations) is and was, when supplied or published, true and accurate and not misleading;
5. there is no claim, litigation, arbitration, prosecution or other legal proceedings or investigation or enquiry in progress or pending or threatened against any member of the Group nor is there any claim in progress, pending or threatened or any facts or circumstances which would give rise to a claim against any member of the Group, which individually or in the aggregate would have or have had a material adverse effect on the condition, financial, trading or otherwise, or the earnings, business affairs or business prospects (whether or not arising in the ordinary course of business) of the Group as a whole or which is individually or in the aggregate material for disclosure in the context of the Placing;
6. since 31 December 2017, there has been no material adverse change, nor any development reasonably likely to involve a prospective material adverse change, in the condition, financial or otherwise, or the earnings, net assets, business affairs or business prospects (whether or not arising in the ordinary course of business) of the Group as a whole;

7. the Vendor and each member of the Group is duly incorporated and validly existing under the laws of the place of its incorporation and each member of the Group has power to own its assets and to conduct its business in the manner presently conducted and there has been no petition filed, order made or effective resolution passed for the liquidation or winding up of any member of the Group;
8. the Vendor and each member of the Group has obtained such authorisations and licences (if any) as are required under the provisions of any applicable law in connection with the operation of its business and there is no breach by any member of the Group of the provisions of any ordinance, statute or regulation governing such authorisations or licences nor is there any reason why any such authorisations, consents, confirmations, certificates, approvals, registrations, filings or licences should be withdrawn or cancelled;
9. the Company is not in breach of any rules, regulations or requirements of the Stock Exchange or its listing agreement made with the Stock Exchange and, other than the relevant Subscription Conditions or publicly announced (if any), all necessary consents (if any) have been obtained from the Stock Exchange and other authorities to complete the Placing and the Subscription in the manner contemplated; the Placing and the Subscription will not have any implications under the Takeovers Code.
10. as far as each of the Company and the Vendor is aware, there is no order, decree or judgement of any court or governmental agency or regulatory body outstanding or anticipated against any member of the Group which may individually or in the aggregate have or has had a material adverse effect upon the condition, financial or otherwise or the earnings, business affairs or business prospects (whether or not arising in the ordinary course of business) of the Group (taken as a whole) or which is individually or in the aggregate material in the context of the Placing;
11. no member of the Group is in breach of or in default of any contract or agreement which could reasonably be expected to have or has had a material adverse effect upon the condition, financial or otherwise or the earnings, business affairs or business prospects (whether or not arising in the ordinary course of business) of the Group (taken as a whole) or which is individually or in the aggregate material in the context of the Placing;
12. no outstanding indebtedness of any member of the Group has become payable or repayable by reason of any default of any member of the Group and no event has occurred or is impending which may result in such indebtedness becoming payable or repayable prior to its maturity date, in a demand being made for such indebtedness to be paid or repaid or in any step being taken to enforce any security for any such indebtedness of any member of the Group;

13. no member of the Group is a party to or under any obligation which is of an unusual or unduly onerous nature; neither this Agreement nor the Placing nor the Subscription will constitute or give rise to a breach of or default under any agreement or other arrangement to which any member of the Group is party or give rise to any rights of any third party in respect of any assets of the Group;
14. each of the copy of the audited consolidated accounts of the Group for the financial year ended on 31 December 2017:
  - (i) have been (for the audited consolidated accounts of the Group for the year ended 31 December 2017) prepared on a recognised and consistent basis and in accordance with generally accepted accounting principles, standards and practice in Hong Kong;
  - (ii) comply with the Companies Ordinance and all other applicable ordinances, statutes and regulations and show a true and fair view of the state of affairs of the Group and of its results for the period in question;
  - (iii) are not affected by any unusual or non-recurring items and do not include transactions not normally undertaken by the relevant member of the Group (save as disclosed in the said relevant accounts);
  - (iv) make adequate provision for all taxation whether in Hong Kong or any other part of the world in respect of all accounting periods ended on or before the respective date for which the relevant member of the Group was then or might at any time thereafter become or have been liable;
15. the Company is duly incorporated and validly existing under the laws of the place of its incorporation and the Company has power under its constitutional documents to permit its entry into this Agreement in the manner set out herein and this Agreement (and its performance) has been duly authorised (such authorisation remaining in full force and effect) and executed by, and constitutes valid and legally binding obligations of the Company, enforceable in accordance with its terms; there is no authorisation, consent, approval or notification required for the purposes of or as a consequence of the Placing or the Subscription either from governmental, regulatory or other public bodies (including, without limitation, the Stock Exchange) or authorities or courts or from any third party pursuant to any contractual or other arrangement to which the Company or any other member of the Group or the Vendor is party;
16. the compliance by the Company with all the provisions of this Agreement, as well as the consummation of the transactions herein contemplated will not conflict with or result in a breach or violation of, or result in any third party consent being required under, the constitutional documents of the Company, any of the terms or provisions of any indenture, mortgage, deed of trust, loan agreement or other

agreement or instrument to which any member of the Group or by which any member of the Group is a party or to which any of the property or assets of any member of the Group or any statute or any rule or regulation, including, without limitation, to the extent applicable, Listing Rules or any order of any court or governmental agency or body having jurisdiction over any member of the Group or the property or assets of any member of the Group;

17. the Sale Shares have been duly and validly authorised and issued, are fully paid up and non-assessable, and rank pari passu in all respects with the other issued Shares and were allotted and issued by the Company more than six months prior to the date hereof; except for the employee share options of the Company in issue and/ or granted under the share award scheme (if applicable) as at the date hereof, no unissued share capital of any member of the Group is under any option or agreed conditionally or unconditionally to be put under any option and no person has an outstanding warrant, pre-emptive right or any other right of any description to require shares to be allotted or issued by any member of the Group;
18. the Vendor is not in possession of any unpublished information with respect to the Company or the Group which is price sensitive in relation to the Shares or other securities of the Company (or otherwise material for public disclosure) and has not been, is not and will not be at any time in contravention of Part XIV of the SFO in connection with the Placing and the related transactions entered into or to be entered into pursuant to the this Agreement; neither the Vendor nor any person acting on the Vendor's behalf or under its control has taken or will take, directly or indirectly, any action designed or which was designed, or which constitutes or has constituted or might reasonably be or have been expected to cause or result in, stabilisation or manipulation of the price of any Shares or other securities of the Company;
19. none of the Vendor, any of its respective affiliates or any of its shareholders is aware of any material information (including any information regarding any material adverse change or prospective material adverse change in the condition of, or any actual, pending or threatened litigation, arbitration or similar proceeding involving, the Company) that is not described in the Announcement that is necessary to enable investors to make an informed assessment of the Placing;
20. none of the Vendor, Company, any of their respective subsidiaries or, to the knowledge of the Vendor or the Company, any director, officer, agent, employee or Affiliates of the Vendor or the Company or any of their respective subsidiaries is currently subject to any U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury ("OFAC"); and the Company will not directly or indirectly use the proceeds of the offering of the Sale Shares hereunder, or lend, contribute or otherwise make available such proceeds to



any subsidiary, joint venture partner or other person or entity, for the purpose of financing the activities of any person currently subject to any U.S. sanctions administered by OFAC;

21. neither the Vendor nor the Company nor any of its or their Affiliates, nor any person acting on behalf of any such person has engaged or will engage in any “directed selling efforts” (as defined in Regulation S) with respect to the Sale Shares or in any “general solicitation” or “general advertising” (as defined in Regulation D);
22. the Company is a “foreign issuer” (as defined in Regulation S), and there is no “substantial U.S. market interest” (as defined in Regulation S) in the Sale Shares or securities of the Company of the same class as such Sale Shares;
23. none of the Vendor, the Company, their respective Affiliates or, to the best of their respective knowledge (after due and careful enquiry), any of their directors, officers, agents, employees, or other person acting on their behalf, is aware of or has taken any action, directly or indirectly, that would result in a violation by such persons of:
  - (i) the United States Foreign Corrupt Practices Act of 1977, as amended, and the rules and regulations thereunder (the “FCPA”), including, without limitation, making use of the mails or any means or instrumentality of interstate commerce corruptly in furtherance of an offer, payment, promise to pay or authorisation of the payment of any money, or other property, gift, promise to give, or authorisation of the giving of anything of value to any “foreign official” (as such term is defined in the FCPA) or any foreign political party or official thereof or any candidate for foreign political office, in contravention of the FCPA; or
  - (ii) the United Kingdom Bribery Act 2010; or
  - (iii) any provision of equivalent laws of the PRC or any other jurisdiction in which it conducts its business or operations, and, to the best of the knowledge of the Vendor (after due and careful enquiry), its Affiliates have conducted their businesses in compliance with the FCPA and such other equivalent laws and have instituted and maintain policies and procedures designed to ensure, and which are reasonably expected to continue to ensure, continued compliance therewith;
24. the operations of the Vendor and the Company are and have been conducted at all times in compliance with all applicable anti-money laundering laws, regulations, rules and guidelines in its jurisdiction and in each other jurisdiction in which such entity, as the case may be, conducts business (collectively, the “**Money Laundering Laws**”) and no action, suit or proceeding by or before any court or

governmental agency, authority or body or any arbitrator involving the Vendor, the Company or their respective Affiliates with respect to the Money Laundering Laws is pending or, to the best knowledge of the Vendor or the Company, as the case may be, threatened;

25. neither the Vendor, the Company nor any of their affiliates (as defined in Rule 501(b) of Regulation D), nor any person acting on any of their behalf (i) directly or indirectly has sold or made or will make offers or sales of any security, or directly or indirectly has solicited or will solicit offers to buy, or otherwise negotiated or will negotiate in respect of, any security, under circumstances that would require the registration of the Sale Shares under the Securities Act or (ii) has engaged or will, directly or indirectly, engage in any form of general solicitation or general advertising (within the meaning of Regulation D) in connection with any offer or sale of the Sale Shares in the United States;
26. the Vendor and the Company will as soon as is reasonably practicable advise the Placing Agent of the receipt by the Vendor or the Company of any notification with respect to the suspension of the qualification of the Sale Shares, for sale in any jurisdiction or the initiation or threatening of any proceeding for such purposes;
27. the Sale Shares are not of the same class (within the meaning of Rule 144A) as securities listed on a national securities exchange registered under Section 6 of the U.S. Securities Exchange Act of 1934 or quoted in a U.S. automated inter-dealer quotation system;
28. the Company is not, and as a result of the offer and sale of the Sale Shares contemplated herein will not be, an "investment company" within the meaning of the Investment Company Act;
29. the Company is not, and does not intend to become, and as a result of the receipt and application of the proceeds of the sale of the Sale Shares contemplated hereby will not become, a "passive foreign investment company" within the meaning of Section 1297 of the U.S. Internal Revenue Code of 1986;
30. the Sale Shares satisfy the eligibility requirements of Rule 144A(d)(3) under the Securities Act;
31. for so long as the Sale Shares are outstanding and are "restricted securities" within the meaning of Rule 144(a)(3) under the Securities Act and the Company is neither subject to the periodic reporting requirements of Section 13 of 15(d) of the United States Exchange Act of 1934, as amended, nor exempt from such reporting pursuant to Rule 12g3-2(b) under the United States Exchange Act of 1934, as amended, the Company will, and the Vendor will procure that the Company will, provide, upon request of a holder of Sale Shares or a prospective purchaser (as designated by such holder), to any holder or prospective purchaser of Sale Shares

- the information required to be delivered to such persons pursuant to Rule 144(d)(4) under the Securities Act;
32. neither the Company nor the Vendor nor any of its or their Affiliates, nor any person acting on its or their behalf has taken or will take, directly or indirectly, any action designed to cause or to result in, or that has constituted or which might reasonably be expected to cause or result in, the stabilisation in violation of applicable laws or manipulation of the price of any Shares or other securities of the Company to facilitate the sale or resale of the Sale Shares;
  33. the Company has been complied and will comply with the Model Code for Securities Transactions by Directors of Listed Issuers set out in the Listing Rules in connection with the Placing and the related transactions entered into or to be entered into pursuant to this Agreement; and
  34. neither the Vendor nor the Company is aware of any facts, circumstances or any other information which may result in this Agreement not becoming unconditional in all respects.

#### Part C

1. the Company has the full right, power and authority to enter into and perform its obligations under this Agreement and, subject to satisfaction of the Conditions, to allot and issue the Subscription Shares without any sanction or consent of its members and all necessary authorisations, approvals, consents and licences relating to the same have been, or will, prior to completion of the Subscription, be unconditionally obtained and are, or will, prior to completion of the Subscription, be in full force and effect, and this Agreement is a legal, valid and binding agreement of the Company, enforceable in accordance with its terms; and
2. the allotment and issue of the Subscription Shares pursuant to this Agreement will not result in any breach of and will comply with all relevant provisions of Hong Kong, the Companies Ordinance, the Listing Rules and all other applicable laws, rules and regulations.

**SCHEDULE 2**  
**REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS BY THE PLACING AGENT**

The Placing Agent hereby represents, warrants and undertakes to the Company and the Vendor on the terms as follows:

- (a) Each of the Placing Agent and its ultimate beneficial owner(s) is not a connected person (as defined in the Listing Rules) of the Company and is independent of the Company or any of its subsidiaries or any of their respective connected persons (as defined in the Listing Rules).
- (b) RDSCL and its ultimate beneficial owner(s) is not a connected person (as defined in the Listing Rules) of the Company and is independent of the Company or any of its subsidiaries or any of their respective connected persons (as defined in the Listing Rules).
- (c) Except for the requisite corporate approval in accordance with constitutional documents of the Placing Agent, no consent, clearance, approval, authorisation, order, registration or qualification of or with any court, governmental agency or regulatory body having jurisdiction over the Placing Agent is required and no other action or thing is required to be taken, fulfilled or done (including without limitation the obtaining of any consent or licence or the making of any filing or registration) for the execution and delivery by the Placing Agent of, and performance of its obligations under the Agreement.
- (d) It has not offered or sold, and will not offer or sell, any Sale Shares within the United States as part of their distribution at any time except:
  - (i) to those persons it reasonably believes to be “qualified institutional buyers” (as defined in Rule 144A under the Securities Act); or
  - (ii) in accordance with Rule 903 of Regulation S.
- (e) Neither it nor any person acting on its behalf has made or will make offers or sales of the Sale Shares in the United States by means of any form of general solicitation or general advertising (within the meaning of Regulation D) in the United States.
- (c) Neither it, nor any of its Affiliates nor any person acting on its or their behalf has engaged or will engage in any directed selling efforts (within the meaning of Regulation S) with respect to the Sale Shares.

**SCHEDULE 3**  
**Professional Investor Treatment Notice**

1. You are a Professional Investor by virtue of having been assessed as an Excluded Corporate Professional Investor.
2. An "Excluded Corporate Professional Investor" is a trust corporation, corporation or partnership which is assessed by us as not satisfying the criteria in paragraph 15.3A(b) of the Code and which falls under section 3(a), (c) and (d) of the Securities and Futures (Professional Investor) Rules, as follows:
  - (a) a trust corporation having been entrusted with total assets of not less than HK\$40 million (or equivalent) as stated in its latest audited financial statements prepared within the last 16 months, or in the latest audited financial statements prepared within the last 16 months of the relevant trust or trusts of which it is trustee, or in custodian statements issued to the trust corporation in respect of the trust(s) within the last 12 months;
  - (b) a high net worth corporation or partnership having total assets of at least HK\$40 million (or equivalent) or a portfolio of at least HK\$8 million (or equivalent) in securities and/or currency deposits, as stated in its latest audited financial statements prepared within the last 16 months or in custodian statements issued to the corporation or partnership within the last 12 months; and
  - (c) a corporation the sole business of which is to hold investments and which is wholly owned by any one or more of the following persons (i) a trust corporation that falls within paragraph (a) above; (ii) an Individual Professional Investor; and (iii) a corporation or partnership that falls within paragraph (b) above.

We have categorised you as a Professional Investor, based on information you have given us. You will inform us promptly in the event any such information ceases to be true and accurate.

3. As a consequence of your categorisation as a Professional Investor, certain requirements may not be applicable (or may be waived or may be agreed otherwise) under the Code and other Hong Kong regulations. While we may in fact do some or all of the following in providing services to you, we have no regulatory responsibility to do so:
  - (i) Information about us  

We are not required to provide you with information about our business or the identity and status of employees and others acting on our behalf with whom you will have contact.

(ii) Prompt confirmation

We are not required to promptly confirm with you the essential features of a transaction after effecting a transaction for you.

(iii) Nasdaq–Amex Pilot Program

If you wish to deal through the Hong Kong Stock Exchange in securities admitted to trading on the Hong Kong Stock Exchange under the Nasdaq-Amex Pilot Program, we are not required to provide you with documentation on that program.

4. You have the right to withdraw from being treated as a Professional Investor at any time in respect of all or any investment products or markets on giving written notice to us.
5. By entering into this Agreement, you hereby agree and acknowledge that you have read and understood and have been explained the consequences of consenting to being treated as a Professional Investor and the right to withdraw from being treated as such as set out herein and that you hereby consent to being treated as a Professional Investor.
6. By entering into this Agreement, you hereby agree and acknowledge that we and the Settlement Agent will not provide you with any contract notes, statements of account or receipts under the Hong Kong Securities and Futures (Contract Notes, Statements of Account and Receipts) Rules where such would otherwise be required.