

**THIS PLACING AGREEMENT** is made on the 24th day of August 2022.

**BETWEEN:**

- (1) **HUABANG TECHNOLOGY HOLDINGS LIMITED**, a company incorporated in the Cayman Islands with limited liability and whose registered office is situate at PO Box 309, Uglan House, Grand Cayman, KY1-1104, Cayman Islands and whose head office and principal place of business in Hong Kong is situate at 33/F, Enterprise Square Three, 39 Wang Chiu Road, Kowloon Bay, Hong Kong (the “**Company**”);

**AND**

- (2) **HUABANG SECURITIES LIMITED**, a company incorporated in Hong Kong with limited liability having its registered office at Unit 3308, 33/F, Enterprise Square Three, 39 Wang Chiu Road, Kowloon Bay, Hong Kong (the “**Placing Agent**”)

The Company and the Placing Agent shall hereinafter be collectively referred to as the “**Parties**” and each individually as a “**Party**”.

**WHEREAS:**

- (A) At the date hereof, the Company has an authorised share capital of HK\$80,000,000 divided into 9,600,000,000 ordinary shares of HK\$0.008333 each (the “**Shares**”, and each a “**Share**”), of which 438,478,200 Shares have been issued and are fully paid and all of which are listed and traded on the Main Board of the Stock Exchange of Hong Kong Limited (Stock Code: 3638);
- (B) The Company is desirous of placing the Placing Shares (as defined below);
- (C) The Company has agreed to appoint the Placing Agent, a corporation licensed to carry on Regulated Activities Type 1 (dealing in securities) and Type 4 (advising on securities) under the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong), as the sole and exclusive placing agent, and the Placing Agent has agreed to act as placing agent in that capacity; and
- (D) The Company has agreed to issue, and the Placing Agent has agreed to use its best efforts to procure the Placees to subscribe for, the Placing Shares at the Placing Price (as defined below) on the terms and subject to the conditions set out in this Agreement.

**NOW IT IS HEREBY AGREED** as follows:

1. **INTERPRETATION**

- 1.1 In this Agreement (including the Recitals above), the following expressions shall, unless the context requires otherwise, have the following meanings:

“ <b>Agreement</b> ”	this Placing Agreement as amended or varied from time-to-time in writing duly executed and delivered by the Parties;
“ <b>Business Day</b> ”	any day (excluding Saturday, Sunday or public holiday) on which licensed banks in Hong Kong are generally open for business in Hong Kong;

<b>“Completion”</b>	completion of the Placing as described and particularised in <u>Clause 5</u> herein;
<b>“Completion Date”</b>	any day falling within seven (7) Business Days following the date on which the conditions fulfilled or such other date as the Company and the Placing Agent may agree;
<b>“Companies Ordinance”</b>	the Companies Ordinance (Chapter 32 of the Laws of Hong Kong);
<b>“Conditions”</b>	the conditions precedent set out in <u>Clause 2.1</u> ;
<b>“Directors”</b>	the directors of the Company;
<b>“Main Board Listing Rules”</b>	the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited for the time being in force;
<b>“General Mandate”</b>	the general mandate granted to the Directors by the Shareholders at the Annual General Meeting of the Company held on 25 August 2021, among other matters, to allot, issue and deal with up to 20% of the aggregate nominal amount of the issued share capital of the Company as at the date of the said Annual General Meeting;
<b>“Group”</b>	the Company and its Subsidiaries and the expression <b>“member of the Group”</b> shall be interpreted and construed accordingly;
<b>“HK\$”</b>	Hong Kong Dollars, the lawful currency of Hong Kong;
<b>“Independent Third Party”</b>	a party which is not a connected person (as defined in the Main Board Listing Rules) of the Company and is independent of the Company and the Company’s connected persons or associates;
<b>“Levies”</b>	the following expenses relating to the Placing; namely, the Company’s portion of the SFC transaction levy of 0.0027%, Stock Exchange trading fee of 0.005%, FRC Transaction Levy of 0.00015% and if applicable, any Hong Kong <i>ad valorem</i> stamp duty, which Levies shall be settled by the Company;
<b>“Long Stop Date”</b>	14th September 2022 (or such later date as may be agreed by the Parties in writing)
<b>“Parties”</b>	the Parties to this Agreement and their respective successors and permitted assigns and <b>“Party”</b> means either of them;
<b>“Placee(s)”</b>	any person or entity whom the Placing Agent and/or any of its agent(s) have procured to place the Placing Shares pursuant to the Placing;
<b>“Placing”</b>	the private placing of the Placing Shares to the Placees

by the Placing Agent, on a best-effort basis, and subject to the terms and conditions hereof;

<b>“Placing Shares”</b>	means <u>up to 87,695,640 new Shares</u> to be placed, issued, allotted and offered by the Company pursuant to the General Mandate (each a <b>“Placing Share”</b> );
<b>“Placing Period”</b>	means the period commencing upon the execution of this Agreement and terminating at 6:00 p.m. on 23rd day of September 2022 (both days inclusive) or on such later date which the Parties may agree in writing, unless terminated earlier in writing pursuant to the terms of this Agreement;
<b>“Shareholders”</b>	the holders of the Shares for the time being;
<b>“Shares”</b>	ordinary shares of HK\$0.008333 each in the share capital of the Company;
<b>“Stock Exchange”</b>	the Stock Exchange of Hong Kong Limited;
<b>“Subsidiaries”</b>	has the meaning ascribed to it in Section 2 of the Companies Ordinance; and
<b>“Warranties”</b>	the representations, warranties and undertakings of the Company as set out in Clauses 3.7, 3.10, 3.11 and 4A.

1.2 In this Agreement, unless otherwise specified,

- 1.2.1 references to Recitals, sections, Clauses, paragraphs and Schedules are to recitals, sections, clauses, paragraphs of and schedules to this Agreement;
- 1.2.2 a reference to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re-enacted;
- 1.2.3 references to a company shall be construed so as to include any company, corporation or other body corporate, whenever and however incorporated or established;
- 1.2.4 references to a person shall be construed so as to include any individual, firm, company, government, state or agency of a state or any joint venture, association or partnership (whether or not having separate legal personality);
- 1.2.5 references to writing or written shall include any modes of reproducing words in a legible and non-transitory form;
- 1.2.6 references to times of the day are, unless otherwise specified, to Hong Kong time;
- 1.2.7 headings to Clauses, sections and Schedules are for convenience only and do not affect the interpretation of this Agreement;
- 1.2.8 the Schedules form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include the Schedules; and

1.2.9 words in the singular shall include the plural (and *vice versa*) and words importing one gender shall include the other gender.

## **2. CONDITIONS**

- 2.1 The Placing is conditional upon the Listing Committee granting or agreeing to grant listing of, and permission to deal in, the Placing Shares on or before the Long Stop Date.
- 2.2 The Company shall use all reasonable endeavors to procure the condition set out in Clause 2.1 is fulfilled in accordance with its terms (including by making an application to the Stock Exchange for the listing of, and permission to deal in, the Placing Shares as soon as practicable) on or before the Long Stop Date and for that purpose will give all such undertakings, execute such documents and do such other things as may be reasonably necessary to procure the fulfillment of such conditions.
- 2.3 If the conditions are not satisfied by the Long Stop Date, the obligations and liabilities of the Company and the Placing Agent under this Agreement shall be null and void and the Company and the Placing Agent shall be released from all rights and obligations pursuant to this Agreement. Neither party shall have any right to damages for any costs and expenses that it may have incurred in connection with or arising out of this Agreement.

## **3. PLACING OF THE PLACING SHARES**

- 3.1 Subject to the provisions of this Agreement, the Company hereby appoints the Placing Agent as the sole and exclusive placing agent to the exclusion of all others and the Placing Agent, relying on the Warranties, agrees to act as sole and exclusive agent for the Company during the Placing Period to procure not less than six (6) Placees to subscribe the Placing Shares at the price of HK\$0.25 per Placing Share (the “**Placing Price**”) on a best-effort basis.
- 3.2 The Company hereby confirms that the appointment of the Placing Agent confers on the Placing Agent, in accordance with the provisions hereof, all powers, authorities and discretion on behalf of the Company which are necessary for, or reasonably incidental to, the Placing.
- 3.3 Any transaction properly and lawfully carried out by the Placing Agent pursuant to this Agreement shall constitute a transaction carried out at the request of the Company. The Company agrees, promptly on reasonable request by the Placing Agent, so far as it lies within the Company’s power, to execute or do, or procure that there shall be executed and done, all such deeds, documents and things as the Placing Agent may deem necessary for such purposes.
- 3.4 Further, the Company agrees to ratify and confirm everything which the Placing Agent may lawfully, reasonably and properly do in the exercise of such powers, authorities and discretion in accordance with this Agreement.
- 3.5 The choice of Placees and the amount of the Placing Shares to be allocated to any particular Placee shall be determined by the Placing Agent at its sole discretion provided that each Placee shall be an Independent Third Party and subject to any objection the Stock Exchange may have on any particular person or company being or becoming a Placee.
- 3.6 The Placing Agent shall use its reasonable endeavours to ensure that:
- (a) it will not offer or place any of the Placing Shares to or with any person, firm or company which is not an Independent Third Party; and

- (b) the terms of the placing letter with the Placees shall not be in breach of the terms of this Agreement.
- 3.7 The Placing Agent may in turn appoint sub-placing agents to effect the Placing. The Placing Agent confirms and undertakes that it shall require any and all sub-placing agents through whom the Company may effect the Placing to observe the provisions of this Agreement, provided that the Placing Agent shall remain responsible for any act or omission of any sub-placing agent in the performance of the Placing Agent's obligations hereunder.
- 3.8 Any transaction legally, properly and reasonably carried out by the Placing Agent (and any sub-placing agent) shall constitute a transaction carried out at the request of the Company and as its agent and not in respect of the Placing Agent's own account.
- 3.9 All fees, commissions, costs, charges and expenses of such sub-placing agents shall be paid and borne absolutely by the Placing Agent or be paid out of the Placing Commission under Clause 6.
- 3.10 The Company undertakes with the Placing Agent that it shall do all such other acts and things as may be reasonably required by the Placing Agent to be done by it to carry into effect the Placing in accordance with the terms of this Agreement.
- 3.11 The Company further undertakes with the Placing Agent that (i) the Placing Shares are to be free and clear of all *liens*, encumbrances, equities or other third party rights, and (ii) the Placing Shares shall rank *pari passu* in all respects with the Shares then in issue, and, in respect of the Placing Shares, including the right to receive all distributions declared, made or paid on or after Completion.
- 3.12 Following Completion, all obligations and liabilities of the Placing Agent under this Agreement shall cease, save and except Clauses 3 and 4 which shall survive Completion.

#### **4. UNDERTAKINGS OF THE PLACING AGENT**

- 4.1 The Placing Agent shall, forthwith upon the expiration of the Placing Period, deliver to the Company:
- (a) the Placee List; and
- (b) a letter signed by each Placee for confirmation of (i) the relevant number of Placing Shares to be subscribed by the Placee concerned, and (ii) the Placee is an Independent Third Party (for the purpose of Clause 4.2(a)).
- 4.2 The Placing Agent further represents, warrants and undertakes that:
- (a) subject but without prejudice to Clause 4.3, the Placing Agent shall ensure that the Placing is conducted in accordance with the Main board Listing Rules and none of the Placees shall be or become a substantial shareholder of the Company immediately after Completion;
- (b) The Placing Agent is an Independent Third Party not connected with the Company or any member of the Group or their respective connected persons or associates (as defined in the Main Board Listing Rules); and further, each sub-placee (if any) appointed by the Placing Agent to effect the Placing shall also be an Independent Third Party not connected with the Company or any member of the Group or their respective or their respective connected persons or associates (as defined in the Main Board Listing Rules);

- (c) the Placees shall, to the best of the knowledge and belief of the Placing Agent, be investors who are Independent Third Parties and who are also independent of and not acting in concert with the directors, chief executives or substantial shareholders of the Company, or of any member of the Group or their respective or their respective connected persons or associates (as defined in the Main Board Listing Rules);
- (d) the Placing Shares will not be offered or sold (including in the case of an on-sale by the Placing Agent) in Hong Kong by means of any document or in circumstances which will constitute an offer to the public within the meaning of the Companies Ordinance, and that no invitation or advertisement relating to the Placing shall be made or issued in Hong Kong other than to persons whose business involves the acquisition, disposal or holding of securities, whether as principal or agent;
- (e) the Placing Agent has full power and authority to enter into this Agreement and obtained all necessary corporate action to authorize the execution and performance of this Agreement;
- (f) the Placing Agent has not offered or sold and shall not offer or sell any of the Placing Shares, and it has not distributed and shall not distribute or publish any prospectus or the application form (save in circumstances complying fully with all relevant laws), in any jurisdiction outside Hong Kong;
- (g) the Placing Agent shall inform the sub-agents through whom it may effect the Placing or offer or sell any Placing Shares of the restrictions in relation to the Placing set out in this Clause 4.2 and ensure that they abide by such restrictions; and
- (h) the Placing Agent confirms and undertakes that it has not made and shall not make to any person to whom any Placing Shares may be offered any representation or statement regarding the Company, the Group or the financial or business position or prospects of the Company or of the Group which was not or is not, at the time of making the same, general public knowledge.

4.3 The Placing Agent undertakes to the Company to comply with the laws of Hong Kong and all requirements of the Stock Exchange and other relevant governmental or regulatory authorities to enable the listing of, and permission to deal in, Placing Shares.

4.4 The Placing Agent undertakes that the subscription shall be effected by telephone conversations leading to concluded contracts which shall then be confirmed by letter of confirmation.

#### **4A. WARRANTIES AND UNDERTAKINGS OF THE COMPANY**

4A.1 In consideration of the agreement of the Placing Agent to act as the sole placing agent of the Company and to place the Placing Shares, the Company represents and warrants to the Placing Agent that the Placing Shares, when allotted and issued by the Company hereunder, will be free from all claims, charges, liens, encumbrances, equities and third-party rights

together with all rights attaching thereto including all dividends and distributions declared, paid or made in respect thereof at or after the relevant date of allotment and issue.

4A.2 The Placing Shares shall be issued and allotted in accordance with the memorandum and articles of association of the Company and with all relevant laws of the Cayman Islands and shall rank *pari passu* in all respects, *inter alia*, and with all the other issued Shares.

## 5. COMPLETION

5.1 Completion shall take place at 4:00 p.m. on the Completion Date at the principal place of business in Hong Kong of the Company (or at such other time or venue as the Parties may otherwise agree in writing).

5.2 On the Completion Date,

(a) against compliance with clause 5.2 (b) by the Placing Agent, the Company shall deliver share certificate(s) of the Placing Shares in the number subscribed by the Placees, respectively; and

(b) the Placing Agent shall deliver (i) a copy of the Placing Agent's confirmation of independence of the Placees submitted to the Stock Exchange and (ii) a cashier order issued by a licenced bank in Hong Kong to the Company or payment by way of a bank transfer or telegraphic transfer in Hong Kong dollars in immediately available funds free and clear of any withholdings or deductions to the Company's account as may be notified by the Company in writing to the Placing Agent prior to the Completion. for the aggregate amount received in the Placing of the Placing Shares, with the Placing Commission and other expenses deducted therefrom in accordance with Clause 6.1.

5.3 If at any time prior to 10:00 a.m. of the Business Day immediately preceding the Completion Date:

(a) there develops, occurs or comes into force:

(i) any new law or regulation or any change in existing laws or regulations or the interpretation thereof which may in the opinion of the Placing Agent and in its absolute discretion may materially and adversely affect the business or financial condition or prospects of the Group as a whole; or

(ii) any local, regional, national or international event or change (whether or not permanent or forming part of a series of events or changes occurring or continuing, on and/or after the date hereof) of a political, military, economic or other nature (whether or not *ejusdem generis* with the foregoing) which, in the sole opinion of the Placing Agent and in its absolute discretion will, or may be expected to, have a material adverse effect on the Placing; or

(iii) any significant change (whether or not permanent) in local, regional, national or international market conditions (or in conditions affecting a sector of the market) which in the sole opinion of the Placing Agent and in its absolute discretion has or may have a material adverse effect on the Placing; or

(b) any breach of any of the Warranties which in the sole opinion of the Placing Agent and in its absolute discretion is material in the context of the Placing, comes to the knowledge of the Placing Agent or there has been a breach by the Company of any other provision of this Agreement which in the sole opinion of the Placing Agent and in its absolute discretion is material in the context of the Placing; or

- (c) trading in the shares having been suspended or limited on, or by, the Stock Exchange for more than ten consecutive trading days, which in the sole and absolute opinion of the Placing Agent is or is likely to prejudice the success of the Placing or distribution of the Placing Shares or dealings in the Placing Shares in the secondary market, or makes it unfavourable or impracticable to proceed with the Placing,

then and in any such case, the Placing Agent may, in its sole and absolute discretion, terminate this Agreement without liability to the Company by giving notice in writing to the Company, which notice may be given at any time prior to the Completion Date.

5.4 In the event that this Agreement is terminated pursuant to Clause 5.3, responsibilities and obligations of each Party under this Agreement shall cease and determine and no Party shall have any claim against the other Party in respect of any matter arising out of or in connection with this Agreement except for (i) any antecedent breach of this Agreement and (ii) the payment by the Placing Agent to the Company of the aggregate amount received through Placing in accordance with Clause 6.3.

5.5 In the event that the Company or the Placing Agent shall without reasonable ground fail to do anything required to be done by it under this Clause 5, without prejudice to any other right or remedy available to the other Party, such other Party may:

- (a) defer Completion to a day not more than 14 days after the date fixed for Completion (and so that the provision of this paragraph (a) shall apply to Completion as so deferred); or
- (b) proceed to Completion so far as practicable but without prejudice to such other Party's right to the extent that the Company or the Placing Agent shall not have complied with its obligations hereunder; or
- (c) rescind this Agreement without liability on its part.

## **6. PAYMENT OF FEES, COMMISSIONS AND EXPENSES**

6.1 In consideration of the services rendered by the Placing Agent in relation to the Placing, the Company shall pay to the Placing Agent a commission, in HK\$, equivalent to 1.5% of the aggregate consideration received by the Company from the issuance and allotment of the Placing Shares on the Completion Date (the "**Placing Commission**"):

- (a) in this connection, the Placing Agent is hereby authorised to deduct the Placing Commission and the Levies from the payment to be made by it to the Company at Completion;
- (b) the Placing Agent is hereby authorised to deduct the other out-of-pocket charges and expenses, including but not limited the legal fees, incurred by the Placing Agent in relation to the Placing provided that the Placing Agent has obtained the prior written approval of the Company for such costs and expenses. In addition, all fees and expenses of other professional advisers involved in the Placing will be for the Company's account provided that the prior written approval of the Company has been obtained for such fees and expenses.

6.2 Without limiting the generality of the provisions of Clause 6.1, the Company shall also pay in relation to the Placing the costs, charges, fees and expenses of:

- (a) any accountants or other professional advisers engaged in connection with the Placing or this Agreement;



(b) any approval, filing, registration with or other charges or fees imposed or charged by the Registrars of Companies in Hong Kong, Cayman Islands or other relevant governmental or regulatory authorities; and/or

(c) all other costs incurred in connection with the Placing not already paid by the Placing Agent on the Company's behalf; and

6.3 If this Agreement does not become unconditional or if for any other reason the Placing is not completed (except for the termination of this Agreement under clause 5.3), the Company shall remain liable for the payment of the out-of-pocket charges and expenses incurred by the Placing Agent specified in Clauses 6.1 and 6.2 provided that the Placing Agent was obtained the prior written approval of the Company for such out-of-pocket charges and expenses.

## **7. INDEMNIFICATION AND NO CLAIM**

7.1 Without Prejudice to the other rights or remedies of the Placing Agent, the Company undertakes with the Placing Agent and any of its directors, officers, agents or employees and any other entity or person, if any, controlling the Placing Agent or any of its affiliates and any person appointed as sub-placing agent or selling agent pursuant to Clause 3 (each an "**Indemnified Person**") to indemnify, and keep indemnified (on an after tax basis) each Indemnified Person from and against (i) any and all actions, claims (whether or not any such claim involves or results in any actions or proceedings), demands, suits, investigations and proceedings (together, the "**Actions**") from time to time pending or made or brought or threatened to be made (whether or not any Indemnified Person is a party) or brought against such Indemnified Person, and (ii) all losses, damages, liabilities, payments, costs or expenses (including legal fees and disbursements) and taxes (including, without limitation, stamp duty and any penalties and or interest arising in respect of any taxes, and all payments, costs or expenses made or incurred arising out of or in connection with the settlement of any Actions or in investigating, disputing or defending the same or the enforcement of any such settlement or any judgment obtained in respect of any Actions) (together, the "**Losses**") which may be suffered, made or incurred by, such Indemnified Person in respect of, related to, in connection with, or arising out of:

(a) any breach of the Warranties;

(b) the performance or carrying out by the Placing Agent of its obligations or any other actions or activities that are conducted in accordance with the terms of, or under or referred to in, this Agreement; and

(c) any failure by the Company to comply with its obligations under the Main Board Listing Rules or any other applicable laws in respect of the Placing,

Except for any loss or damage caused by or resulted from any fraud, wilful default or gross negligence on the part of the relevant Indemnified Persons or as a result, directly or indirectly, from non-compliance by the Placing Agent or any sub-placing agent with its obligations under this Agreement.

7.2 Any settlement or compromise of any Action or Loss by any Indemnified Person in respect of which indemnification under this Clause 7 is sought shall be made without prejudice to any claim, action or demand which any Indemnified Person may have or make against the Company under this Clause 7 or otherwise under this Agreement. The Company shall not make any admission of liability or settlement of any such Actions without the prior written consent of the Placing Agent, such consent not to be unreasonably withheld or delayed.

The Company shall not, without the prior written consent of the Placing Agent, settle, compromise, consent to the entry of any judgment in or otherwise seek to terminate any Action in respect of which indemnification may be sought hereunder (whether or not any Indemnified Person is a party thereto) unless such settlement, compromise, consent or termination includes a release of each Indemnified Person from any liabilities arising out of such Action. The Placing Agent shall procure that no Indemnified Person seeking indemnification, reimbursement or contribution under Clause 7.1 shall, without the prior written consent of the Company, make any admission of liability or settle, compromise, consent to the entry of any judgment in or otherwise seek to terminate any Action.

- 7.3 The Placing Agent shall not be responsible for any loss or damage (except for any loss or damage arising out of any fraud, wilful default or gross negligence on the part of the Placing Agent or as a result, directly or indirectly, from non-compliance by the Placing Agent or any sub-placing agent with its obligations under this Agreement) to the Company for any alleged insufficiency of the Placing Price.
- 7.4 No claim shall be made against any of the Placing Agent or any person appointed as a sub-placing agent pursuant to Clause 3 or any other Indemnified Person by the Company to recover any damage, cost, charge or expense which the Company may suffer or incur by reason of or arising from the carrying out by the Placing Agent of the work to be done by any of them pursuant hereto or the performance of any of their obligations hereunder or otherwise in connection with the Placing save and to the extent that such damage, cost, charge or expense is finally judicially determined by a court of a competent jurisdiction to have resulted from any fraud, willful default or gross negligence on the part of any of the Placing Agent, any person appointed as a sub-placing agent pursuant to Clause 3 or any other Indemnified Person (and then only against the relevant Placing Agent, sub-placing agent or other Indemnified Person (as the case may be)).

## **8. TAXES**

- 8.1 All amounts payable to the Placing Agent or its affiliates under this Agreement (if any) shall be exclusive of taxes. As such, the Company shall pay such additional amount as may be necessary in order that, after deduction or withholding for or on account of any present or future tax, every payment to the Placing Agent or its affiliates will not be less than the amount to which the Placing Agent or its affiliates shall be entitled.

## **9. CONFIDENTIALITY**

- 9.1 Each of the Parties hereto undertakes that it will not at any time (save as required by law or any rule of any relevant stock exchange or regulatory body) make any announcement in connection with this Agreement unless the other Party shall have given their respective consents to such announcement (which consents may not be unreasonably withheld or delayed and may be given either generally or in a specific case or cases and may be subject to conditions).
- 9.2 No public announcement or communication of any kind shall be made in respect of the subject matter of this Agreement unless specifically agreed between the Parties or unless an announcement is required pursuant to the Main Board Listing Rules, or by any other regulatory body or authority.

## **10. PARTIAL INVALIDITY**

- 10.1 If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect in any jurisdiction, the legality, validity and enforceability in

other jurisdictions or of the remaining provisions of this Agreement shall not be affected or impaired thereby.

**11. SUCCESSORS AND ASSIGNS**

11.1 This Agreement shall be binding on and enure for the benefit of each Party's respective successors and permitted assigns.

11.2 The benefit of the Warranties may be assigned in whole or in part by the Placing Agent. Save as aforesaid, no Party may assign or transfer any of its rights or obligations under this Agreement.

**13. CONTINUING EFFECT OF AGREEMENT**

13.1 Any provision of this Agreement which is capable of being performed after Completion but which has not been performed at or before Completion and all Warranties and other representations and warranties and other undertakings contained in or entered into pursuant to this Agreement shall remain in full force and effect notwithstanding Completion.

**14. GENERAL**

14.1 This Agreement supersedes all and any previous agreements, arrangements or understanding between the Parties relating to the matters referred to in this Agreement and all such previous agreements, understanding or arrangements (if any) shall cease and determine with effect from the date hereof and neither Party shall have any claim in connection therewith.

14.2 This Agreement constitutes the entire agreement between the Parties with respect to its subject matter (no Party having relied on any representation or warranty made by any other Party which is not contained in this Agreement) and no variation of this Agreement shall be effective unless made in writing and signed by all Parties.

14.3 No variation of this Agreement (or of any of the documents referred to in this Agreement) shall be valid unless it is in writing and signed by or on behalf of each of the Parties to this Agreement. The expression variation shall include any variation, supplement, deletion or replacement however effected.

14.4 Unless expressly agreed by the Parties, no variation of this Agreement shall constitute a general waiver of any provisions of this Agreement, nor shall it affect any rights, obligations or liabilities of the Parties under or pursuant to this Agreement which have already accrued up to the date of variation, and the rights and obligations of the Parties under or pursuant to this Agreement shall remain in full force and effect, except and only to the extent that they are so varied.

14.5 Time shall be of the essence of this Agreement but no failure by any Party to exercise, and no delay on its part in exercising any right hereunder will operate as a waiver thereof, nor shall any single or partial exercise of any right under this Agreement preclude any other or further exercise of it or the exercise of any right or prejudice or affect any right against the other.

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

14.7 This Agreement may be executed in any number of counterparts and by the Parties to it on

separate counterparts, each of which is an original, but all of which together constitute one and the same instrument.

- 14.8 Unless expressly provided to the contrary in this Agreement, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) to enforce or to enjoy the benefit of any term of this Agreement.

## **15. NOTICES**

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

If to the Company to : **HUABANG TECHNOLOGY HOLDINGS LIMITED**

Facsimile : (852) 23140798

Address : 33/F, Enterprise Square Three, 39 Wang Chiu Road, Kowloon Bay, Hong Kong

Attention : The Board of Directors

If to the Placing Agent to : **HUABANG SECURITIES LIMITED**

Facsimile : (852) 3759 6378

Address : Unit 3308, 33/F, Enterprise Square Three, 39 Wang Chiu Road, Kowloon Bay, Hong Kong

Attention : The Responsible Officers

- 15.2 Any such notice shall be served either by hand or by sending it through the post or by facsimile. Any notice shall be deemed to have been served, if served by hand, when delivered; if sent by post, forty-eight (48) hours after it is posted and if sent by facsimile, on receipt of confirmation of transmission, Any notice received on a day which is not a Business Day shall be deemed to be received on the next Business Day.

- 15.3 Nothing in this Clause shall preclude the service of communication or the proof of such service by any mode permitted by law.

## **16. GOVERNING LAW**

- 16.1 This Agreement shall be governed by and construed in accordance with Hong Kong law.

- 16.2 The courts of Hong Kong shall have jurisdiction to adjudicate any disputes which may arise out of or in connection with this Agreement and accordingly any legal action or proceedings arising out of or in connection with this Agreement shall be brought in the courts of Hong Kong. The Placing Agent has the right to take proceedings in any court of competent jurisdiction and the taking of proceedings in any one or more jurisdictions shall not preclude the taking of proceedings in any other jurisdiction (whether concurrently or not).

**17. DECLARATION OF INDEPENDENCE**

- 17.1 Further to Clause 4.2(b) hereof, the Company is an Independent Third Party not connected with the Placing Agent or the ultimate beneficial owner of the Placing Agent.
- 17.2 The terms and conditions of this Agreement are arrived at after arm's length negotiations between the Parties.

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

EXECUTION PAGE

**THE COMPANY**

SIGNED by )  
Liu Qiaosong, )  
Director having been duly authorised )  
for and on behalf of )  
**HUABANG TECHNOLOGY HOLDINGS** )  
**LIMITED** )  
in the presence of: )

*For and on behalf of*  
**HUABANG TECHNOLOGY HOLDINGS LIMITED**  
**華邦科技控股有限公司**  
  
.....  
*Authorized Signature(s)*

**THE PLACING AGENT**

SIGNED by )  
Mou Chung Sing, Michael, )  
Director having been duly authorised )  
for and on behalf of )  
**HUABANG SECURITIES LIMITED** )  
in the presence of: )

*For and on behalf of*  
**HUABANG SECURITIES LIMITED**  
**華邦證券有限公司**  
  
.....  
*Authorized Signature(s)*