



服務合同

日期：15 Nov 2022

合同：AR02/11/15

合約雙方：

甲方 宇宙創新科技(中港)有限公司

乙方 永高石油化工(中港)有限公司

條文：

1. 委任

1.1 此合同聲明及保證其知悉及明白香港法例甲方是乙方認可服務供應商，就雙方商議後訂立本合同。

2.2 乙方委任甲方提供以下服務，詳情載於附表（一）及附表（二）總款項 HKD3,192,000.00

服務項目			
編號	服務細節描述	數量	服報總額
1	Commission Conduct Data Statistics and Configuration on Commission, commission receipt can be issued 1. Include commission receipt 2. Personnel Applicable 3. Client Applicable 4. Commission Program	1	44000
2	Support Maintain ticket summary with open, in-progress, answered, on hold and closed status Report Generation Various data reports can be exported for reference 1. Sales Report Invoices Report Credit Notes Report Customers Report Payments Received	1	44000
3	Items Report 2. Charts Based Report Total Income Payment Modes(Transactions) Total Value By Customer Groups Income vs Expenses Leads(Created, Lost, Converted) 3. Timesheets overview	1	44000
4	Setting You can set role access permissions, email templates, and other module Settings 1. Email Template 2. Customers 3. Finance 4. Staff 5. Role based access right management	1	55000

5	<p>Sales Management Sorting the quotations, invoices, payments, credit notes and sales proposal.</p> <ol style="list-style-type: none"> 1. Quotation 2. Invoice 3. Payments 4. Credit Notes 5. Sales Proposal 	1	55000
6	<p>Human Resource It can record and make statistics on the staff entry information, training information, the proportion of department personnel and the proportion of changes.</p> <ol style="list-style-type: none"> 1. Create Employee Profiles, Onboarding, HR Records, Contracts and Report 2. Generate reports which include payroll and income 	1	55000
7	<p>Customer Relationship Management Manage customer information, order history, customer status, and real-time notifications. CRM helps us to improve efficiency and reduce error rate in handling customer data.</p> <ol style="list-style-type: none"> 1. Create Customer account 2. Client profile details 3. Create tasks and online login manage 4. Form to email 5. Update notification and status 6. Order history 7. Sync data in cloud 	1	55000
8	<p>Customers and Loyalty You can view all the customer information, including email, membership, points, etc., as well as the setting of membership rules and membership plans.</p> <ol style="list-style-type: none"> 1. Add New Customers 2. Import Customers Data 3. Customer Loyalty which highlights Customer, Email, Membership Category, Transaction and Loyalty Points 4. Manage Contacts with Customer Number, Company, Primary Contact, Phone, Active, Groups, Date Created, Address, Email, Position and Last login 	1	70000

9	<p>Product Management Product information can be systematized, including pictures, descriptions, specifications, quantities and other information.</p> <ol style="list-style-type: none"> 1. Product Name 2. Product Type 3. Product Category 4. Unit Of Measure 5. Sales Price 6. SKU 7. ID 8. Description 9. Add or Import 	1	70000
10	<p>Big Data Create the platform to capture data for analysis. Application for such analysis may include cost reduction.</p>	1	600000
11	<p>Purchase Management Able to input and collate supplier information, purchase orders, related quotation contracts, invoices and other documents</p> <ol style="list-style-type: none"> 1. Add new supplier or contact person, included company name, address, phone number and other information 2. Manage purchase items in which contents include image, commodity code, name, Groups, Rate, price and supplier 3. Purchase Request include Request Code, Name, Department, Request Date, Status and PO Number 4. Purchase Order includes Order Number, Vendor, Order Date, Type, Department, PO Description, PO Value, Approval status, Delivery Date, Delivery Status and Payment Status 5. Quotations include Purchase Request, Vendor, Amount, Date, Expiry Date and Approval Status 6. Invoices From Vendor includes Invoice Number, Vendor, Contact, Purchase Order, Invoice Amount, Payment Request Status and Payment Status 7. Reports include Purchase Request Report, Purchase Order Report and Purchase Invoice Report 	1	350000
12	<p>Financial Management Be able to collate all kinds of financial information, including bank account status, profit and loss statistics, cash flow, etc</p> <ol style="list-style-type: none"> 1. Add or Import Chart of account with Name, parent account, type, details, primary balance and status 2. Transactions include sales, expense, payslips, purchase and inventory 3. Manage Banking Register with Bank Account and status. Posted bank transaction and reconcile bank account 4. Transfer include transfer funds from, transfer funds to, transfer amount and date 5. Journal Entry record date, number, description and amount 6. Generate reports include Profit & Loss, Balance Sheet, General Ledger and Cash Flow Statement and Bank Reconciliation 	1	750000

13	<p>Dashboard You can have a very complete and systematic overview of invoices, estimates, proposals, "my assignments", "my projects", "Income and expenditure", etc. The data can also be presented in the form of line chart and sector chart, which is more intuitive.</p> <ol style="list-style-type: none"> 1. Invoice Overview 2. Proposal Overview 3. My Tasks 4. My Projects 5. My Reminders 6. Overview of Sales Opportunities 7. Contracts Expiring Soon 8. Commission 9. Payment Records 10. Work Order Waiting for Reply 	1	550000
14	<p>Inventory Management It can systematize the inventory products, and output information such as warehouse receipt, delivery receipt, inventory history record and report.</p> <ol style="list-style-type: none"> 1. Add or import items containing images, commodity code, name, SKU, Group Name, Tags, Inventory count, Rate, Purchase price, Minimum and Maximum Stock 2. Manage Lost and Adjustment by adding time of loss, date created, status, type, reason and creator 3. Manage Packing list with Packing List Number, customer name, dimension, volume, total amount, date created and status 4. Manage Inventory Deliveries inventory delivery voucher code, customer name, voucher date, invoices and Status 5. Manage incoming deliveries with delivery docket code, supplier name, buyer, Purchase Order, Voucher Date and Value of Inventory 6. Stock Report includes stock summary report, inventory analysis, inventory valuation report and warranty period report 7. Inventory History could be filtered by warehouse, commodity and status. The history display form code, commodity code, warehouse code, warehouse name, voucher date, opening and closing stock, lot number/quantity sent, expiry date, serial number and status 	1	450000
Flexible choice	Extra Option : System Maintenance (3Year)	1	1200000
Grand Total :		1	HK\$3,192,000.00

附表（一）

2. 服務供應商的責任

甲方與乙方達成下列協議：

2.1 服務

在任期內提供服務。

2.2 保密

2.2.1 在任期內或之後，不得向任何人士洩露或不得容許洩露不論因服務或其他而產生或與此有關的關於乙方的業務或事務的任何機密資料。

2.2.2 不得允許任何人士協助提供服務，除非該人士已簽署該承諾書。

2.3 轉授

不得轉授本服務合約下產生的任何職責或責任，但根據合約條款明確准許的則除外。

2.5 知識產權

不得導致或准許可能損害或危乙方的任何版權、商標、專利權或其他知識產權或乙方對此的權益的任何事情或協助或容許他人如此做。

2.4 工作及報告

2.4.1 以一切合理速度及根據現行既定的慣常做法的最高標準及遵照不時生效的所有有關條例及其他規例的規定，進行有關服務的所有工作及允許乙方合理時視察工作進度。

2.4.2 按乙方規定的形式或方式及所需的細節，以合理速度準備及向乙方呈交其依據本服務合約進行的工作的結果的詳細報告。

2.5 不得作不正當付款

不得在任期內的任何時間，就有關服務或與乙方之間的任何其他安排。

3. 乙方的責任

與甲方「服務供應商協議」，鑑於承辦商根據本服務合約提供的服務，乙方須在到期付款時及規定作出付款。

4. 放棄

任何一方在任何時間或任何期間未執行本服務合約的任何一項或多項條款或條件將不屬放棄該些條款或條件或放棄在其後任何時間執行本服務合約的所有條款及條件的權利。

5 仲裁

因本服務合約而引起或與此有關的任何爭議或分歧須首先提交予香港國際仲裁中心 (HKIAC)，按照其調停規則調停。如調停員放棄調停或調停結果是該爭議或分歧無法解決，則該爭議或分歧須提交予HKIAC，按照其本地仲裁規則仲裁決定。

5.1 儘管有香港法例第341章仲裁條例的規定，雙方現同意本服務合約被視為或將被視為一本地仲裁協議。雙方亦同意在本服務合約的條款下可能產生的一切或任何爭議，將按本地仲裁裁決。

5.2 有關所有由本服務合約提交仲裁的事宜，根據香港法例第 341 章仲裁條例第 23 條的上訴權利及根據該條例第 23A 條的申請權利均予以豁除。

簽名：



永高石油化工(中港)有限公司
日期：15 Nov 2022

簽名：



宇宙創新科技(中港)有限公司
日期：15 Nov 2022



服務合同

日期：16 Jan 2023

合同：AR02/1/16

合約雙方：

甲方 宇宙創新科技(中港)有限公司

乙方 永高石油化工(中港)有限公司

條文：

1. 委任

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2.2 乙方委任甲方提供以下服務，詳情載於附表（一）及附表（二）總款項 HKD2,100,000.00

服務項目			
編號	服務細節描述	數量	服報總額
1	ADAS 高級駕駛輔助系統 人員管理 人員考勤管理 車輛資產管理 司機駕駛行為管理 行駛軌跡分析 開車片段查看 系統管理	1	HK\$1,250,000
2	伺服器/Firewall	1	HK\$25,000
	專用攝錄鏡頭（前、後）	20	HK\$70,000
	專用感應貼	20	HK\$65,000
3	系統維護（一年） *不包括硬件保養	1	HK\$690,000
		Grand Total :	HK\$ 2,100,000.00

附表（一）

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2.4.2 按乙方規定的形式或方式及所需的細節，以合理速度準備及向乙方呈交其依據本服務合約進行的工作的結果的詳細報告。

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不得在任期內的任何時間，就有關服務或與乙方之間的任何其他安排。

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與甲方「服務供應商協議」，鑑於承辦商根據本服務合約提供的服務，乙方須在到期付款時及規定作出付款。

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因本服務合約而引起或與此有關的任何爭議或分歧須首先提交予香港國際仲裁中心 (HKIAC)，按照其調停規則調停。如調停員放棄調停或調停結果是該爭議或分歧無法解決，則該爭議或分歧須提交予HKIAC，按照其本地仲裁規則仲裁決定。

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被視為一本地仲裁協議。雙方亦同意在本服務合約的條款下可能產生的一切或任何爭議，將按本地仲裁裁決。

5.2 有關所有由本服務合約提交仲裁的事宜，根據香港法例第 341 章仲裁條例第 23 條的上訴權利及根據該條例第 23A 條的申請權利均予以豁除。

簽名：

永高石油化工(中港)有限公司

日期：16 Jan 2023

簽名：



宇宙創新科技(中港)有限公司

日期：16 Jan 2023

Date: 28 December 2023

SUN KONG HOLDINGS LIMITED

(as the “Company”)

AND

CHEONG LEE SECURITIES LIMITED

(as the “Placing Agent”)

PLACING AGREEMENT

in relation to the placing of
Unsubscribed Rights Shares and ES Unsold Rights Shares

THIS PLACING AGREEMENT is made on the 28th day of December 2023

BETWEEN:

- (A) **SUN KONG HOLDINGS LIMITED**, a company incorporated in the Cayman Islands whose registered office is at Cricket Square, Hutchins Drive, P.O. Box 2681, Grand Cayman KY1-1111, Cayman Islands (the “**Company**”); and
- (B) **CHEONG LEE SECURITIES LIMITED**, a company incorporated in Hong Kong whose registered office is at Unit B, 16/F, Bank of East Asia Harbour View Center, 56 Gloucester Road, Wanchai, Hong Kong (the “**Placing Agent**”).

WHEREAS:

- (A) The Company is incorporated in the Cayman Islands and the shares of which are listed on GEM. As at the date hereof, the Company has 400,000,000 Existing Shares in issue.
- (B) The Company proposes to conduct (i) the Share Consolidation on the basis that ten Existing Shares will be consolidated into one Consolidated Shares and (ii) the Rights Issue on the basis of two Rights Shares for every one Consolidated Share held on the Record Date at the Subscription Price of HK\$0.30 per Rights Share.
- (C) The Company appoints the Placing Agent on terms and conditions herein and the Placing Agent agreed to accept the appointment in accordance with the terms hereof.

IT IS HEREBY AGREED as follows:

1. DEFINITION

1.1 In this Agreement, including the recitals hereto, unless the context otherwise requires, the following expressions have the following meaning:

1.2

“Announcement”	the announcement to be made by the Company in relation to the Share Consolidation and the Rights Issue
“CCASS”	The Central Clearing and Settlement System established and operated by Hong Kong Securities Clearing Company Limited
“Circular”	the circular in relation to the Rights Issue to be despatched to the Shareholders
“Completion”	completion of the Placing in accordance with the terms and conditions set out in this Agreement
“Consolidated Shares”	ordinary shares of the Company immediately after the Share Consolidation becoming effective
“ES Unsold Rights Shares”	the Rights Shares which would otherwise have been provisionally allotted to the Excluded Shareholders in nil-paid form that have not been sold by the Company

“Excluded Shareholders”	those Overseas Shareholders whom the Rights Shares are not offered
“Existing Shares”	ordinary shares of the Company before the Share Consolidation becoming effective
“GEM”	GEM operated by the Stock Exchange
“GEM Listing Rules”	the Rules Governing the Listing of Securities on GEM
“Group”	the Company and its subsidiaries
“Hong Kong”	the Hong Kong Special Administrative Region of the People's Republic of China
“Independent Third Parties”	third parties independent of and not connected with the Company and its connected persons
“Latest Placing Date”	26 March 2024 or such other date as the Company and the Placing Agent may agree in writing, being the latest date for the Placing Agent to place the Placing Shares
“Latest Time for Acceptance”	4:00 p.m. on Thursday, 14 March 2024 or such other time or date as may be determined by the Company, being the latest time for acceptance of the offer of and payment for the Rights Shares
“Nil Paid Rights”	rights to subscribe for Rights Shares before the Subscription Price is paid
“No Action Shareholders”	Qualifying Shareholders or their renounees who do not subscribe for the Rights Shares (whether partially or fully) under the PALs or such persons who are the holders of Nil Paid Rights when such Nil Paid Rights lapse
“Overseas Shareholders”	the Shareholders (whose names appear on the register of members of the Company at the close of business on the Record Date) with registered addresses outside Hong Kong
“PALs”	the provisional allotment letters issued to the Qualifying Shareholders for the Rights Shares
“Placees”	individuals, corporate, institutional investors or other investors procured by the Placing Agent and/or its sub-placing agents to subscribe for the Placing Shares pursuant to the Placing Agreement
“Placing”	the placing of the Placing Shares
“Placing Period”	the period commencing from the first business day after the date of the announcement of the number of

	Placing Shares (which is expected to be 19 March 2024) and ending at 6:00 p.m. on the Latest Placing Date (or such other date and time as agreed between the Company and the Placing Agent), being the period during which the Placing Agent will seek to effect the Placing
“Placing Price”	the placing price of the Placing Shares, which shall not be less than the Subscription Price and the final price of which is dependent on the demand and market conditions of the Placing Shares during the Placing
“Placing Shares”	the Unsubscribed Rights Shares and the ES Unsold Rights Shares
“Prospectus”	the prospectus to be issued to the Shareholders containing details of the Rights Issues
“Prospectus Documents”	the Prospectus and the PAL
“Qualifying Shareholders”	Shareholders, other than Excluded Shareholders, whose names appear on the register of members of the Company at the close of business on the Record Date
“Record Date”	28 February 2024, or such other date as may be determined by the Company for the determination of the Shareholders' entitlements to the Rights Issue
“Rights Issue”	the issue of the Rights Shares by way of rights on the basis of three Rights Shares for every one Share in issue
“Rights Shares”	up to 80,000,000 new Consolidated Shares to be allotted and issued under the Rights Issue
“SFC”	the Securities and Futures Commission
“SFO”	the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong)
“Shares”	the Existing Shares and/or Consolidated Shares, as the case may be
“Share Consolidation”	the consolidation of every ten Existing Shares into one Consolidated Share
“Shareholders”	holders of the Shares
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Subscription Price”	the subscription price of HK\$0.30 per Rights Share under the Rights Issue
“Takeovers Code”	The Hong Kong Code on Takeovers and Mergers

future dividends and other distribution thereafter declared, made or paid.

- 2.5 By no later than the Latest Placing Date, the Placing Agent shall deliver to the Company and the Stock Exchange the names, address and denominations (in board lots or otherwise) in which the Placing Shares to be registered and, where relevant, the CCASS accounts to which the Placing Shares are to be credited. The choice of the Placees shall be determined by the Placing Agent at its sole discretion subject to compliance with the GEM Listing Rules.
- 2.6 The Placing Agent shall ensure that the Placing Shares are placed only to institutional, corporate or individual investors who and whose ultimate beneficial owners shall be Independent Third Parties, such that:
- (i) the Placing will not have any implication under the Takeovers Code and no Shareholder will be under any obligation to make a general offer under the Takeovers Code as a result of the Placing; and
 - (ii) the Placing will not result in the Company incapable of complying with the public float requirements under the GEM Listing Rules immediately following the Placing.

3. **CONDITIONS**

- 3.1 The Placing is conditional upon the fulfilment of the following conditions:
- (i) the passing by the Shareholders or Independent Shareholders (as the case may be) at the general meeting of the Company of the necessary resolution(s) to approve the Share Consolidation, the Rights Issue, this Agreement and the transactions contemplated thereunder (including but not limited to the allotment and issue of the Rights Shares) by no later than the Prospectus posting date;
 - (ii) the Share Consolidation having become effective by no later than the Prospectus posting date;
 - (iii) the GEM Listing Committee of the Stock Exchange having granted and not having revoked, listing of, and permission to deal in, the Rights Shares in both their nil-paid and fully-paid forms and such listing and permission to deal not having been withdrawn or revoked;
 - (iv) none of the representations, warranties or undertakings contained in this Agreement being or having become untrue, inaccurate or misleading in any material respect at any time before the Completion, and no fact or circumstance having arisen and nothing having been done or omitted to be done which would render any of such undertakings, representations or warranties untrue or inaccurate in any material respect if it was repeated as at the time of Completion;
 - (v) all necessary consents and approvals to be obtained on the part of each of the Placing Agent and the Company in respect of this Agreement and the transactions contemplated thereunder having been obtained; and
 - (vi) this Agreement not having been terminated in accordance with the provisions hereof.

3.2 Conditions (i), (ii) and (iii) shall not be waived by the Company or the Placing Agent. In the event any of the conditions referred to in Clause 3.1 is not fulfilled on or before 27 March 2024 (or such later date as may be agreed between the parties hereto), all rights, obligations and liabilities of the parties hereto shall cease and terminate and neither of the parties shall have any claim against the other, save for any antecedent breach under this Agreement prior to such termination.

4. **REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS**

4.1 The Company hereby represents, warrants and undertakes to the Placing Agent that:

- (i) the Placing Shares shall be allotted and issued in accordance with the Articles of Association of the Company, all applicable laws of the Cayman Islands and the rules and regulations of the Stock Exchange, and the Placing Shares, when allotted and issued, shall rank *pari passu* in all respects among themselves and with the Consolidated Shares in issue and be free from all liens, charges, encumbrances and third-party rights together with all rights attaching thereto as at the date of issue and allotment of the Placing Shares, including but not limited to the rights to receive all future dividends and other distributions thereafter declared, made or paid;
- (ii) subject to the fulfilment of the conditions referred to in Clause 3.1, the Company has full power and authority to issue the Placing Shares and has obtained all the relevant approvals and consents required for the allotment and issue of the Placing Shares;
- (iii) the Company has the power to enter into this Agreement and this Agreement has been duly authorised and executed by, and constitutes legal, valid and binding obligations of the Company which shall be enforceable against the Company in accordance with its terms and condition;
- (iv) The Company undertakes to indemnify the Placing Agent, against all or any costs, expenses (including reasonable legal fees as they are incurred), fees, claims, actions, liabilities, demands, proceedings or judgments (including, but not limited to, all such losses, costs, charges or expenses suffered or incurred in disputing or defending any proceedings and/or in establishing its rights to be indemnified pursuant to this Clause 4.1 and/or in seeking advice in relation to any proceedings) brought or established against either of the Placing Agent or by any governmental agency, regulatory body or other person:
 - (a) arising out of or in connection with any breach of any of the warranties and representations contained in Clauses 4.1(i), 4.1(ii) and 4.1(iii); or
 - (b) which are directly occasioned by or resulting from or are attributable to the performance by the Placing Agent of its obligations under this Agreement and which does not in any such case arise from the negligence, breach of this Agreement, fraud or willful default of the Placing Agent.

4.2 The Placing Agent hereby represents, warrants and undertakes to the Company that:

- (i) it has power to enter into this Agreement and this Agreement has been duly authorised and executed by, and constitutes legal, valid and binding obligations of the Placing Agent which shall be enforceable against the Placing Agent in

accordance with its terms and condition;

- (ii) in each jurisdiction in which the Placing Agent solicits subscription for the Placing Shares, the Placing Agent will do so in accordance with all applicable laws, rules and regulations in force in such jurisdiction. The Placing Shares shall not be offered to or placed in circumstances which would constitute an offer to the public in Hong Kong within the meaning of the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Chapter 32 of the Laws of Hong Kong) or in any other place or in any manner in which the securities laws, rules or regulations of any place may be infringed or not complied with;
- (iii) no action has been or will be taken directly or indirectly in any jurisdiction that would result in a public offering of the Placing Shares and neither it nor persons acting on its behalf will offer or sell any Placing Shares otherwise than in compliance with applicable laws and regulations in each jurisdiction in which any such offer or sale takes place;
- (iv) the Placing Agent will use its best endeavours and make all reasonable enquiries to ensure that the Placees and their respective ultimate beneficial owners (if applicable) will be Independent Third Parties, and not connected with or acting in concert with, the Company, its connected persons (as defined under the GEM Listing Rules) and their respective associates (as defined under the GEM Listing Rules);
- (v) the Placing Agent will make available and promptly supply, or to procure the relevant Placees to make available and promptly supply, to the Stock Exchange and the SFC or any other relevant authority all information in relation to the Placees which may be required by the Stock Exchange, the SFC and/or such other authority;
- (vi) the Placing Agent will ensure the fulfillment and compliance of all applicable rules and regulations of the Stock Exchange and if applicable, the rules and codes of the SFC in relation to its role as placing agent for the Placing and will issue appropriate written confirmation of such fulfillment and compliance upon request by the Company and/or the relevant authority; and
- (vii) it is an Independent Third Party.

4.3 Each party to this Agreement undertakes that, save for the Announcement, the Circular, the Prospectus Documents and any other disclosure as may be required to be made in compliance with the GEM Listing Rules or any other applicable laws, rules and regulations and/or as may be required by the relevant authority, no announcements, press releases or other general public disclosure in relation to the Placing shall be made by any of them without the prior written consent of the other party (such consent shall not be unreasonably withheld or delayed).

4.4 The representations, warranties and undertakings contained in this Clause are deemed to be given as at the date of this Agreement and shall be deemed to be repeated on the date of the Completion as if given on such date with reference in each case to the facts and circumstances then subsisting and shall remain in full force and effect notwithstanding Completion. Each party hereto hereby undertakes to notify the other party to this Agreement of any matter or event coming to its attention which may render any of the representations, warranties or undertakings untrue or inaccurate or misleading in any material respect at any time prior to the date of the

Completion.

5. **COMPLETION**

- 5.1 Completion of this Agreement shall take place on 5 April 2024 (or such other date and time as the parties hereto may agree in writing) when the following businesses shall be transacted:
- (i) the Placing Agent or its sub-placing agents shall transfer to a bank account designated by the Company, by way or cashier order or cheque in Hong Kong dollars for value to the Company (or by the other method of payment as the parties hereto may agree) of an amount equal to the Placing Price multiplied by the number of the Placing Shares actually placed by it less the amounts deducted by the Placing Agent under Clause 6; and
 - (ii) the Company shall allot and issue to the Placees such number of the Placing Shares subscribed by them and shall procure that the Places or their nominees be registered on the register of members of the Company in Hong Kong in respect thereof, and shall arrange to deliver to the Placing Agent the definitive share certificates in the form of jumbo certificate or in such denomination as the Placing Agent may instruct pursuant to Clause 2.5 issued in the names of the Places or their nominees in respect of such number of Placing Shares to be subscribed by each of them respectively and in accordance with such instructions referred to above or arrange for the Placing Shares to be deposited into CCASS in accordance with such instructions and the Prospectus.

6. **COMMISSIONS AND EXPENSES**

- 6.1 Subject to Completion, the Company shall pay to the Placing Agent a placing commission of 1% of the actual gross proceeds from the subscription of the Placing Shares, and the Placing Agent is hereby authorised to deduct from the payment to be made by it to the Company at Completion pursuant to Clause 5(i).
- 6.2 Subject to Clause 6.3, the Company will pay all out-of-pocket expenses properly and reasonably incurred by the Placing Agent in connection with the Placing, and the Placing Agent is hereby authorised to deduct from the payment to be made by it to the Company at Completion pursuant to Clause 5(i).
- 6.3 Each of the parties hereto shall be responsible for its own legal and other professional fees and expenses in connection with the preparation of this Agreement.

7. **TERMINATION**

- 7.1 Notwithstanding anything contained in this Agreement, the Placing Agent may terminate this Agreement without any liability to the Company save for antecedent breach under this Agreement prior to such termination, by notice in writing given to the Company at any time prior to the first business day after the Latest Placing Date upon the occurrence of the following events which, in the reasonable opinion of the Placing Agent, to be material in the context of the Placing or has or may have a material adverse effect on the business or financial conditions or prospects of the Group or the success of the Placing or the full placement of all of the Placing Shares or has or may otherwise make it inappropriate, inadvisable or inexpedient to proceed with the Placing on the terms and in the manner contemplated in this Agreement if there develops, occurs or comes into force:

- (i) the Company fails to comply with its material obligations under this Agreement;
- (ii) the occurrence of any event, development or change (whether or not local, national or international or forming part of a series of events, developments or changes occurring or continuing before, on and/or after the date of this Agreement) and including an event or change in relation to or a development of an existing state of affairs of a political, military, industrial, financial, economic, fiscal, regulatory or other nature, resulting in a change in, or which may result in a change in, political, economic, fiscal, financial, regulatory or stock market conditions and which in the Placing Agent's reasonable opinion would materially and adversely affect the success of the Placing; or
- (iii) any of the warranties of the Company under this Agreement is not, or has ceased to be, true, accurate and not misleading in material respect by reference to the facts subsisting at the time.

7.2 If (i) notice is given pursuant to Clause 7.1 or (ii) all the Rights Shares have been taken up by the Qualifying Shareholders and/or the holders of the Nil Paid Rights on or before the Latest Time for Acceptance, this Agreement shall terminate and be of no further effect and neither party shall be under any liability to the other party in respect of this Agreement save for any antecedent breach under this Agreement prior to such termination.

8. MISCELLANEOUS

- 8.1 All provisions of this Agreement shall so far as they are capable of being performed or observed continue in full force and effect notwithstanding Completion except in respect of those matters which have already been performed.
- 8.2 This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of parties hereto may execute this Agreement by signing any such counterparts.
- 8.3 This Agreement shall be binding on and endure for the benefit of the successors of the parties hereto but assignment may only be made after prior written consent of the other party has been given.

9. NOTICE

- 9.1 All notice required to be given hereunder shall be delivered personally or sent by pre-paid post to the party due to receive such notice at its address set out herein, or to such other address as the relevant party shall have notified to the other parties hereto in accordance with the terms hereof.

Placing Agent

Address: Unit B, 16/F, Bank of East Asia Harbour View Center, 56 Gloucester Road, Wanchai, Hong Kong
Attention: The Board of Directors

Company

Address: Section C of Lot No. 1345 in D.D. 121, Yuen Long, New Territories, Hong Kong
Attention: The Board of Directors

9.2 Subject to Clause 9.1, any such notice will be deemed to be served if sent by hand at the time when the same is handed to or left at the address of the party to be served, and if sent by post on the day (excluding Sundays or Hong Kong public holidays) after the day of posting.

10. TIME OF ESSENCE

Time shall be of the essence of this Agreement.

11. GOVERNING LAW AND JURISDICTION

11.1 This Agreement is governed by and shall be construed in accordance with the laws of Hong Kong.

11.2 The parties hereto irrevocably submit to the non-exclusive jurisdiction of the courts of Hong Kong.

11.3 Notwithstanding any other provisions of this Agreement, a person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) to enforce any provisions of this Agreement.

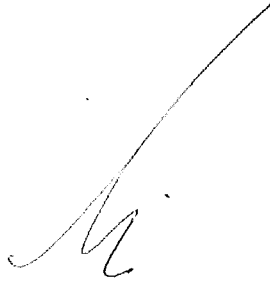
IN WITNESS whereof this Agreement has been entered into the day and year first above written.

EXECUTION PAGE

THE COMPANY

Signed by *Isaiuh Li*
for and on behalf of
SUN KONG HOLDINGS LIMITED
in the presence of

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A handwritten signature in black ink, appearing to read 'Isaiuh Li', is written over a series of five closing parentheses. The signature is fluid and cursive, with a long, sweeping stroke that extends upwards and to the right.

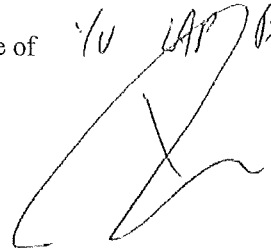
EXECUTION PAGE

THE PLACING AGENT

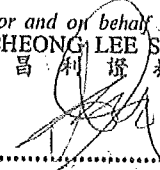
Signed by Kwok Kin Chung

for and on behalf of
CHEONG LEE SECURITIES LIMITED

in the presence of YU LAP PAN



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For and on behalf of
CHEONG LEE SECURITIES LIMITED
昌利證券有限公司

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Authorized Signature(s)