

ETIC INTERNATIONAL LIMITED
SHARE SUBSCRIPTION AGREEMENT

This SHARE SUBSCRIPTION AGREEMENT (this "Agreement") is made on 25, May 2023 (the "Execution Date"), by and among:

- 1) ETIC INTERNATIONAL LIMITED, an exempted company incorporated and existing under the laws of the Cayman Islands (the "Company");
- 2) YITAIKE Talent Limited ("YITAIKE Talent"); and
- 3) Howkingtech International Holding Limited (the "Subscriber").

Each of the Company, YITAIKE Talent and the Subscriber shall be referred to individually as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, the Subscriber desires to invest in the Company by subscribing for certain number of Ordinary Shares of the Company with the par value of US\$0.01 each (the "Ordinary Shares"), and the Company desires to allot and issue such Ordinary Shares to the Subscriber, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. SUBSCRIPTION OF ORDINARY SHARES

1.1 Subscription of Subscription Shares

(a) Subject to the terms and conditions of this Agreement, the Subscriber agrees to subscribe for, and the Company agrees to allot and issue to the Subscriber, 111,270 Ordinary Shares (the "Subscription Shares") upon the Closing (as defined below) at HK\$15,000,000 (the "Subscription Price").

(b) The Subscriber shall pay the Subscription Price by wire transfer of immediately available funds in Hong Kong dollars, into the account duly designated by the Company as follows at the Closing (as defined below).

Account Name: ETIC INTERNATIONAL LIMITED
Account Number: 001231086
Bank Name: DBS BANK (HONG KONG) LIMITED
Address of Bank: 11th Floor, The Center, 99 Queen's Road Central, Central, Hong Kong
Swift Code: DHBKHKHH

1.2 Closing; Delivery

(a) The subscription of the Subscription Shares under Section 1.1 (the "Closing") shall take place remotely via the exchange of documents and signatures, on a date specified by the Company and the Subscriber, which shall be no later than three (3) Business Days after the date on which each condition as set forth in Section 2 and Section 3 has been satisfied or waived (other than conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of such conditions at the Closing), or at such other time and/or date as the Company and the Subscriber may

agree in writing and in compliance with the Listing Rules.

(b) The capitalization table of the Company, prior to and immediately following the Closing, is set forth in Schedule 1 attached hereto.

(c) At the Closing, in addition to any items the delivery of which is made an express condition to the Subscriber's obligations at the Closing pursuant to Section 2,

(i) the Company shall:

(1) cause its register of members to be updated to reflect the applicable Subscription Shares from pursuant to Section 1.1, and deliver a scanned copy of such updated register of members to the Subscriber, certified as a true and correct copy by the Company's registered agent; and

(2) deliver a scanned copy of a duly executed share certificate in the name of the Subscriber representing the Subscription Shares subscribed by the Subscriber at the Closing.

(d) As soon as reasonably practicable and in no event later than ten (10) Business Days after the Closing, the Company shall deliver to the Subscriber the duly executed certificate representing the Subscription Shares subscribed by the Subscriber hereunder at the Closing.

2. CONDITIONS TO THE OBLIGATIONS OF THE SUBSCRIBER AT THE CLOSING

The obligations of the Subscriber to subscribe for the Subscription Shares at the Closing are subject to the fulfillment, on or before the Closing, of each of the following conditions, unless otherwise waived in writing by the Subscriber:

2.1 Proceedings and Documents

All corporate and other proceedings in connection with the transactions contemplated hereby and all documents and instruments incidental thereto shall have been completed and/or executed (as applicable), and the Subscriber (or its legal counsel) shall have received all such counterpart or other copies of such documents as reasonably requested.

2.2 Authorizations

The Company shall have obtained all consents from any Person or any Governmental Authority necessary for the consummation of all of the transactions contemplated by this Agreement and other transaction documents (this Agreement and any other agreements, instruments or documents entered into in connection with the foregoing, the "**Transaction Documents**"), including without limitation any consent that is required in connection with the subscription of the Subscription Shares, and all such consents shall be effective as of the Closing.

2.3 Representations and Warranties

The representations and warranties of the Company contained in Section 4 shall be true, complete and correct as of the Closing.

2.4 Material Adverse Effect

Since the date hereof and up to the date of Closing, there shall not have been a Material Adverse

Effect.

3. CONDITIONS TO THE OBLIGATIONS OF THE COMPANY AT CLOSING

The obligations of the Company to issue the Subscription Shares to the Subscriber at Closing are subject to the fulfillment of each of the following conditions by the Subscriber, on or before the Closing, unless otherwise waived in writing by the Company:

3.1 Proceedings and Documents

All corporate and other proceedings in connection with the transactions contemplated hereby and all documents and instruments incidental thereto shall have been completed and/or executed (as applicable), and the Company (or its legal counsel) shall have received all such counterpart or other copies of such documents as reasonably requested.

3.2 Authorizations

The Subscriber shall have obtained all consent from any Person or any Governmental Authority necessary for the consummation of all of the transactions contemplated by this Agreement and other Transaction Documents, and all such consent shall be effective as of the Closing.

3.3 Representations and Warranties

The representations and warranties of the Subscriber contained in Section 5 shall be true, complete and correct as of the Closing.

4. REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company represents and warrants to the Subscriber that the statements contained in this Section 4 attached hereto are true, correct, complete and not misleading (i) on and as of the Execution Date, and (ii) on and as of the date of the Closing (with the same effect as if made on and as of the date of the Closing), and acknowledge that the Subscriber is relying on the representations and warranties made by the Company in this Section 4 in entering into this Agreement.

4.1 Due Authorization. The Company has the requisite power, capacity and authority to enter into, execute and deliver this Agreement to which it is a party, and to perform all the obligations to be performed by it hereunder and thereunder. This Agreement, when executed and delivered, will constitute valid and binding obligations of the Company.

4.2 Compliance with other Instruments. The execution, delivery and performance by the Company of and compliance by the Company with this Agreement, and the consummation of the transactions contemplated hereby and thereby, will not result in any such violation, breach or default, or be in conflict with or constitute, with or without the passage of time or the giving of notice or both, a default under (i) any material contract, commitment or other obligation to which the Company is a party or by which it or its assets are bound, (ii) any applicable laws, rules and regulations, or (iii) its constitutional documents.

5. REPRESENTATIONS AND WARRANTIES OF THE SUBSCRIBER

The Subscriber hereby represents and warrants to the Company that the statements contained in this Section 5 are true, correct, complete and not misleading (i) on and as of the Execution Date, and (ii) on and as of the date of the Closing (with the same effect as if made on and as of the date of the Closing), and acknowledge that the Company is relying on the representations and warranties made by the Subscriber in this Section 5 in entering into this Agreement.

5.1 Due Authorization. The Subscriber has the requisite power, capacity and authority to enter into, execute and deliver this Agreement to which it is a party, and to perform all the obligations to be performed by it hereunder and thereunder. This Agreement, when executed and delivered, will constitute valid and binding obligations of the Subscriber.

5.2 Compliance with other Instruments. The execution, delivery and performance by the Subscriber of and compliance by the Subscriber with this Agreement, and the consummation of the transactions contemplated hereby and thereby, will not result in any such violation, breach or default, or be in conflict with or constitute, with or without the passage of time or the giving of notice or both, a default under (i) any material contract, commitment or other obligation to which the Subscriber is a party or by which it or its assets are bound, (ii) any applicable laws, rules and regulations (including but not limited to the Listing Rules, the Takeovers Code and the SFO) and all applicable requirements of the Stock Exchange, the SFC and any other applicable regulatory body (including all applicable filing, announcement and notice requirements) in connection with the transactions contemplated by this Agreement, or (iii) its constitutional documents.

6. RIGHT OF FIRST REFUSAL AND ANTI-DILUTION RIGHT

6.1 Right of First Refusal. If YITAIKE Talent (the “**Selling Shareholder**”) proposes to sell or transfer, directly or indirectly, any of the Shares directly or indirectly held by it (the “**Transfer Shares**”) to any third party, then such Selling Shareholder shall give a written notice (the “**Transfer Notice**”) at least ten (10) Business Days prior to the date of signing a binding agreement relating to the sale or transfer of Transfer Shares, to the Company and to the Subscriber (the “**Non-Selling Shareholder**”), as long as it hold equity interest of the Company, which Transfer Notice shall include (i) the number of Transfer Shares to be sold or transferred and the nature of such sale or transfer, (ii) the identity (identities) (including name(s) and address(es)) of the prospective transferee(s), and (iii) the consideration and the material terms and conditions upon which the proposed sale or transfer is to be made. The Transfer Notice shall certify that such Selling Shareholder has received a firm offer from the prospective transferee(s) and in good faith believes a binding agreement for the sale or transfer is obtainable on the terms set forth in the Transfer Notice. The Non-Selling Shareholder shall be entitled to purchase all or any part of the Non-Selling Shareholder’s pro rata share of the Transfer Shares at the price and upon the terms and conditions specified in the Transfer Notice by giving a written notice to the Selling Shareholder within ten (10) Business Days after the date of the Transfer Notice (the “**First Refusal Period**”) stating therein the number of Transfer Shares to be purchased. If the Non-Selling Shareholder exercises such right and notifies the Selling Shareholder of the number of Transfer Shares to be purchased, then the Non-Selling Shareholder shall complete the purchase of the Transfer Shares on the same terms and conditions as those set out in the Transfer Notice. A failure by the Non-Selling Shareholder to respond within the First Refusal Period shall constitute a decision by the Non-Selling Shareholder not to exercise its right to purchase such Transfer Shares. The Non-Selling Shareholder’s pro rata share of the Transfer Shares shall be equal to the number of Transfer Shares, multiplied by a fraction, the numerator of which shall be the number of Ordinary Shares (on an as-converted basis) held by the Non-Selling Shareholder on the date of the Transfer Notice and the denominator of which shall be the total number of Ordinary Shares (on an as-converted basis) held on the date of the Transfer Notice by all other existing shareholders of Etic International except Yitaike Talent and the Subscriber which exercise their right of first refusal.

6.2 Anti-Dilution Right. Subject to the terms and conditions contained in the further issuance document, the Subscriber, as long as it holds any shares of the Company, is entitled to subscribe for any future issuance of shares and other instruments by the Company (including but not limited to equity securities and convertible bonds, but except the issuance of shares of the Company pursuant to the employees share incentive scheme or any other equivalent schemes or plans, and the listing of the

Company by way of global offering of its shares), at the same price and on the same subscription terms and conditions as the Company offers to other subscribers to maintain its percentage of shareholding in the Company, according to its respective percentage of shareholding in the Company (on an as-converted basis).

7. CURE OF BREACHES; INDEMNITY

7.1 In the event of any breach, non-performance of or violation of, or inaccuracy or misrepresentation in, any representation, warranty, covenant, undertaking or agreement, made by any Party (the “**Defaulting Party**”), contained herein or any of the other Transaction Documents (a “**Breach**”), such Party shall cure such Breach (to the extent that such Breach is curable) to the satisfaction of the other Parties (the “**Non-Defaulting Parties**”) within ten (10) Business days following the occurrence of such Breach unless otherwise agreed in writing by the Non-Defaulting Parties. Unless otherwise provided in this Section 7, the Defaulting Party shall also, jointly and severally, indemnify each Non-Defaulting Party and its Affiliates, partners, members, stockholders, directors, officers, employees, agents and representatives (each, an “**Indemnitee**” and collectively, the “**Indemnitees**”) for any and all losses, liabilities, damages, diminution in value, claims, penalties, settlements, costs and expenses, including without limitation reasonable advisor’s fees and other reasonable expenses of investigation, defense and resolution of any Breach paid, suffered, sustained or incurred by the Indemnitees (“**Indemnifiable Losses**”), resulting from, or arising out of, or otherwise in connection with, directly or indirectly, any Breach. If and to the extent that such indemnification is unenforceable for any reason, the Defaulting Party shall make the maximum contribution to the payment and satisfaction of such indemnified liabilities permissible under applicable laws.

8. MISCELLANEOUS

8.1 Confidentiality

(a) *Disclosure of Terms.* The terms and conditions of this Agreement, any other Transaction Documents, any term sheet or memorandum of understanding entered into pursuant to the transactions contemplated hereby, all exhibits and schedules attached hereto and thereto, and the transactions contemplated hereby and thereby (collectively, the “**Transaction Terms**”), including their existence, shall be considered confidential information and shall not be disclosed by any Party hereto to any third party except as permitted in accordance with the provisions set forth below.

(b) *Permitted Disclosures.* Notwithstanding the foregoing, the Company may disclose (i) the existence of the investment to its bona fide prospective investors, employees, bankers, lenders, accountants, legal counsels and business partners, or to any Person or entity to which disclosure is approved in writing by the Subscriber, such approval not to be unreasonably withheld; and (ii) the Transaction Terms to its current shareholders, employees, bankers, lenders, accountants and legal counsels, in each case only where such Persons or entities are under appropriate nondisclosure obligations substantially similar to those set forth in this Section 8.1, or to any Person or entity to which disclosure is approved in writing by the Subscriber, which such approval shall not be unreasonably withheld. The Subscriber may disclose (i) the existence of the investment and the Transaction Terms to any Affiliate, director, employee, banker, lender, accountant, legal counsel, agent, member, partner, limited partner, former partner, potential partner or potential limited partner of the Subscriber or other third parties and (ii) the fact of the investment to the public, in each case as it deems appropriate in its sole discretion. Any Party hereto may also provide disclosure in order to comply with applicable laws, rules and regulations as set forth in Section 8.1(c) below.

(c) *Legally Compelled Disclosure.* In the event that any Party is requested or becomes legally compelled (including without limitation, pursuant to any applicable laws, rules or regulations of any jurisdiction (including the Listing Rules), or as required by any government authorities, the Stock Exchange, the SFC, any other regulatory authorities or courts) to disclose the existence of this

Agreement or content of any of the Transaction Terms, such Party (the “**Disclosing Party**”) shall provide the other Parties with prompt written notice of that fact and shall consult with the other Parties regarding such disclosure. In any event, the Disclosing Party shall furnish only that portion of the information that is legally required and shall exercise reasonable efforts to obtain reliable assurance that confidential treatment will be accorded such information.

(d) *Other Exceptions.* Notwithstanding any other provision of this Section 8.1, the confidentiality obligations of the Parties shall not apply to: (i) information which a restricted Party learns from a third party having the right to make the disclosure, provided the restricted Party complies with any restrictions imposed by the third party; (ii) information which is rightfully in the restricted Party’s possession prior to the time of disclosure by the protected Party and not acquired by the restricted Party under a confidentiality obligation; or (iii) information which enters the public domain without breach of confidentiality by the restricted Party.

(e) *Other Information.* The provisions of this Section 8.1 shall be in addition to, and not supersede the provisions of any separate nondisclosure agreement executed by any of the Parties with respect to the transactions contemplated hereby.

(f) *Announcement and provision of relevant information.* The Subscriber shall release or cause to be released for publication, as soon as possible upon the execution of this Agreement, an announcement in relation to the transactions contemplated by this Agreement and pursuant to the applicable requirements under the Listing Rules. The Parties agree to provide all relevant records and other information in relation to the transactions contemplated under this Agreement to the Subscriber, its auditors, directors, employees, legal counsels and financial advisers in relation to the transactions contemplated under this Agreement, so that the Subscriber can comply with all disclosure, reporting or other responsibilities of the Subscriber at the request of the regulatory authorities (including but not limited to the Stock Exchange and the SFC) or in accordance with the Listing Rules, the SFO and the Takeovers Code.

8.2 Transfer; Successors and Assigns

The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the Parties. Save as expressly provided in this Agreement, nothing in this Agreement, express or implied, is intended to confer upon any party other than the Parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement.

8.3 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Hong Kong as to matters within the scope thereof, without regard to its principles of conflicts of laws.

8.4 Counterparts; Email

This Agreement may be executed and delivered by email or other electronic signature and in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

8.5 Titles and Subtitles

The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

8.6 Notices

All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given: (a) upon personal delivery to the Party to be notified; (b) when sent by confirmed electronic mail or facsimile if sent during normal business hours of the recipient, and if not so confirmed, then on the next Business Day; (c) five (5) Business Days after having been delivered by registered or certified mail, return receipt requested, postage prepaid; or (d) one (1) Business Day after delivery by an internationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be sent to the respective Parties at their address, or to such e-mail address, facsimile number or address as subsequently modified by written notice given in accordance with this Section 8.6. Each Party making a communication hereunder by facsimile shall promptly confirm by telephone to the Party to whom such communication was addressed.

8.7 Fees and Expenses

Each Party shall pay all of its own costs and expenses incurred in connection with the negotiation, execution, delivery and performance of this Agreement and other Transaction Documents and the transactions contemplated hereby and thereby (including the fees and expenses incurred by its agents or other intermediaries).

8.8 Attorney's Fees

If any Party to this Agreement seeks to enforce its rights under this Agreement by legal proceedings, the non-prevailing Party shall pay all costs and expenses incurred by the prevailing Party, including, without limitation, all reasonable legal advisor's fees.

8.9 Amendments and Waivers

If any terms and conditions of this Agreement is inconsistent with any provisions of the Listing Rules, or any terms and conditions or transactions contemplated under this Agreement is determined to be, or deemed by the Stock Exchange, the SFC and/or other regulatory authorities to be incompatible with the requirements of the Listing Rules, the SFO and/or the Takeovers Code, the Parties, after negotiation, shall terminate or modify the terms and conditions of this Agreement in accordance with any amendments provided by the aforementioned regulatory authorities to ensure that this Agreement complies with the requirements of the Listing Rules, the Stock Exchange, the SFC and/or other regulatory authorities. Any term and conditions of this Agreement may be amended, terminated or waived only with the written consent of the Company, YITAIKE Talent and the Subscriber. For so long as the shares of the Subscriber continue to be listed on the Stock Exchange, consent to any amendments to any of the terms and conditions of this Agreement must be obtained from the Subscriber, the Stock Exchange (if required) and the independent shareholders of the Subscriber (if required) in accordance with the then applicable Listing Rules. Any amendment or waiver effected in accordance with this Section 8.9 shall be binding upon the Company, YITAIKE Talent, the Subscriber, transferee of the Subscription Shares and each future holder of all such securities.

8.10 Severability

The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.

8.11 Delays or Omissions

No delay or omission to exercise any right, power or remedy accruing to any Party under this Agreement, upon any breach or default of any other Party under this Agreement, shall impair any such right, power or remedy of such non-breaching or non-defaulting Party nor shall it be construed to be a

waiver of any such breach or default, or an acquiescence therein, or of or in any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of any Party of any breach or default under this Agreement, or any waiver on the part of any Party of any provisions or conditions of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement or by law or otherwise afforded to any Party, shall be cumulative and not alternative.

8.12 Further Assurance

Upon the terms and subject to the conditions herein, each Party agrees to use its reasonable best efforts to take or cause to be taken all action, to do or cause to be done, to execute such further instruments, and to assist and cooperate with the other Parties hereto in doing, all things necessary, proper or advisable under applicable laws or otherwise to consummate and make effective, in the most expeditious manner practicable, the transactions contemplated by this Agreement and the other Transaction Documents, provided that except as expressly provided herein, no Party shall be obligated to grant any waiver of any condition or other waiver hereunder.

8.13 Entire Agreement

This Agreement (including the Schedules attached hereto) and the other Transaction Documents constitute the full and entire understanding and agreement between the Parties with respect to the subject matter hereof, and any other written or oral agreement relating to the subject matter hereof existing between the Parties are expressly canceled. The terms and conditions of this Agreement, upon its effectiveness, shall supersede and replace in their entirety the agreement relating to the share subscription of the Company on and before the Execution Date.

8.14 Dispute Resolution

(a) Any dispute, controversy or claim arising out of or relating to this Agreement, or the interpretation, breach, termination or validity hereof, shall first be subject to resolution through consultation of the Parties to such dispute, controversy or claim. Such consultation shall begin within seven (7) days after one Party hereto has delivered to the other Parties involved a written request for such consultation. If within thirty (30) days following the commencement of such consultation the dispute cannot be resolved, the dispute shall be submitted to arbitration upon the request of any Party with notice to the other Parties.

(b) The arbitration shall be conducted in Hong Kong under the auspices of the Hong Kong International Arbitration Centre (the “**HKIAC**”). There shall be three (3) arbitrators. The complainant and the respondent to such dispute shall each select one (1) arbitrator within thirty (30) days after giving or receiving the demand for arbitration. Such arbitrators shall be freely selected, and the Parties shall not be limited in their selection to any prescribed list. The HKIAC council shall select the third arbitrator, who shall be qualified to practice Law in Hong Kong. If either Party to the arbitration does not appoint an arbitrator who has consented to participate within thirty (30) days after selection of the first arbitrator, the relevant appointment shall be made by the HKIAC council.

(c) The arbitration proceedings shall be conducted in English. The arbitration tribunal shall apply the Arbitration Rules of the HKIAC in effect at the time of the arbitration. However, if such rules are in conflict with the provisions of this Section 8.14, including the provisions concerning the appointment of arbitrators, the provisions of this Section 8.14 shall prevail.

(d) The arbitrators shall decide any dispute submitted by the Parties to the arbitration strictly in accordance with the substantive Law of Hong Kong and shall not apply any other substantive law.

(e) Each Party hereto shall cooperate with any Party to the dispute in making full disclosure of and providing complete access to all information and documents requested by such Party in connection with such arbitration proceedings, subject only to any confidentiality obligations binding on the Party receiving the request. Any Party to the dispute shall not, during and after the arbitration, disclose to any third party excluding their representatives, counsels or retained experts, any evidence, documents, materials, oral or written statements, adjudication, awards or facts therein, except as permitted by the other Parties or as required by laws.

(f) The award of the arbitration tribunal shall be final and binding upon the disputing Parties, and any Party to the dispute may apply to a court of competent jurisdiction for enforcement of such award.

(g) Any Party to the dispute shall be entitled to seek preliminary injunctive relief, if possible, from any court of competent jurisdiction pending the constitution of the arbitral tribunal.

8.15 Rights Cumulative

Each and all of the various rights, powers and remedies of a Party will be considered to be cumulative with and in addition to any other rights, powers and remedies which such Party may have at law or in equity in the event of the breach of any of the terms of this Agreement. The exercise or partial exercise of any right, power or remedy will neither constitute the exclusive election thereof nor the waiver of any other right, power or remedy available to such Party.

8.16 No Waiver

Failure to insist upon strict compliance with any of the terms, covenants, or conditions hereof will not be deemed a waiver of such term, covenant, or condition, nor will any waiver or relinquishment of, or failure to insist upon strict compliance with, any right, power or remedy power hereunder at any one or more times be deemed a waiver or relinquishment of such right, power or remedy at any other time or times.

8.17 No Presumption

The Parties further acknowledge that any applicable Law that would require interpretation of any claimed ambiguities in this Agreement against the Party that drafted it has no application and is expressly waived. If any claim is made by a Party relating to any conflict, omission or ambiguity in the provisions of this Agreement, no presumption or burden of proof or persuasion will be implied because this Agreement was prepared by or at the request of any Party or its counsel.

8.18 Third Party Beneficiaries

Each of the Indemnitees shall be a third party beneficiary of this Agreement with the full ability to enforce Section 7 of this Agreement as if it were a Party hereto.

8.19 Termination of Agreement

(a) This Agreement may be terminated before the Closing as follows:

(1) by mutual written consent of the Company, YITAIKE Talent and the Subscriber as evidenced in writing signed by each of the Company, YITAIKE Talent and the Subscriber;

(2) by the Subscriber in the event of any breach or violation of any representation or warranty, covenant, undertaking or agreement contained herein or in any of the other Transaction

Documents by the Company that is not cured or curable within ten (10) Business Days of written notice;
or

(3) by the Company in the event of any breach or violation of any representation or warranty, covenant, undertaking or agreement contained herein or in any of the other Transaction Documents by the Subscriber that is not cured or curable within ten (10) Business Days of written notice.

(b) *Effect of Termination.* The date of termination of this Agreement pursuant to Section 8.19(a) hereof shall be referred to as “**Termination Date**”. Upon termination of this Agreement, the Company and the Subscriber shall be relieved of their duties and obligations arising under this Agreement after the date of such termination and such termination shall be without liability to the Company or the Subscriber; provided that no such termination shall relieve any Party hereto from liability for any breach of this Agreement. The provisions of Section 7, Section 8.1, Section 8.3, Section 8.7, Section 8.8, Section 8.11, Section 8.14, Section 8.16, Section 8.19 and Section 8.20 hereof shall survive any termination of this Agreement.

8.20 Independent Legal Advice

Each Party agrees and acknowledges that (a) each of them was afforded sufficient opportunity to obtain independent legal advice regarding this Agreement and the transactions contemplated hereby; and (b) each of them fully understands all of the terms, conditions, restrictions and provisions set forth in this Agreement and the other Transaction Documents and the obligations and liabilities thereof.

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IN WITNESS WHEREOF, the Parties have executed and delivered this Share Subscription Agreement as of the date first written above.

COMPANY:

**For and on behalf of
ETIC INTERNATIONAL LIMITED**

For and on behalf of
ETIC INTERNATIONAL LIMITED


Name: **PING CHEN**.....
Title: **Director** *Authorized Signature(s)*

IN WITNESS WHEREOF, the Parties have executed and delivered this Share Subscription Agreement as of the date first written above.

YITAIKE Talent Limited:

For and on behalf of
YITAIKE Talent Limited
For and on behalf of
YITAIKE Talent Limited



.....
Name: WANG Zhong *Authorized Signature(s)*
Title: Director

IN WITNESS WHEREOF, the Parties have executed and delivered this Share Subscription Agreement as of the date first written above.

SUBSCRIBER:

For and on behalf of

Howkingtech International Holding Limited

For and on behalf of
Howkingtech International Holding Limited

.....
Name:

Title:

Authorized Signature(s)

SCHEDULES

Schedule 1	Capitalization Table
Schedule 2	Definitions

SCHEDULE 1**CAPITALIZATION TABLE**

Shareholders	Pre-Closing		Post-Closing	
	Number of Shares	Shareholding Percentage	Number of Shares	Shareholding Percentage
YITAIKE Talent Limited	2,520,734 Ordinary Shares	50.41468%	2,520,734 Ordinary Shares	49.31718%
FAN ZHOU	758,150 Ordinary Shares	15.16300%	758,150 Ordinary Shares	14.83291%
MFund II, L.P.	530,705 Ordinary Shares	10.61410%	530,705 Ordinary Shares	10.38304%
WU, CHAK MAN	227,445 Ordinary Shares	4.54890%	227,445 Ordinary Shares	4.44987%
Glorious Jia Yue Holding Limited	178,051 Ordinary Shares	3.56102%	178,051 Ordinary Shares	3.48350%
Chen Tingting	30,326 Ordinary Shares	0.60652%	30,326 Ordinary Shares	0.59332%
CHIN-SHAN WU	562,347 Ordinary Shares	11.24694%	562,347 Ordinary Shares	11.00210%
Longwood Capital Investment Limited	192,242 Ordinary Shares	3.84484%	192,242 Ordinary Shares	3.76114%
Howkingtech International Holding Limited	-	-	111,270 Ordinary Shares	2.17695%
Total	5,000,000 Ordinary Shares	100%	5,111,270 Ordinary Shares	100%

SCHEDULE 2

DEFINITIONS

1. “**Affiliate**” means, with respect to any specified Person, any other Person who or which, directly or indirectly, controls, is controlled by, or is under common control with such specified Person, including, without limitation, any partner, officer, director, member or employee of such Person and any venture capital fund now or hereafter existing that is controlled by or under common control with one or more general partners or managing members of, or shares the same management company with, such Person.
2. “**Agreement**” has the meaning ascribed to it in the Preamble.
3. “**Breach**” has the meaning ascribed to it in Section 6.1.
4. “**Business Day**” means any day, other than a Saturday, Sunday or other day on which the commercial banks in Cayman Islands, Hong Kong or PRC are authorized or required to be closed.
5. “**Closing**” has the meaning ascribed to it in Section 1.2(a).
6. “**Defaulting Party**” has the meaning ascribed to it in Section 7.1.
7. “**Disclosing Party**” has the meaning ascribed to it in Section 8.1(c).
8. “**Governmental Authority**” means the government of any nation, province, state, city, locality or other political subdivision of any thereof, any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, regulation or compliance, and any corporation or other entity owned or controlled, through share or capital ownership or otherwise, by any of the foregoing.
9. “**HKIAC**” has the meaning ascribed to it in Section 8.14(b).
10. “**Hong Kong**” means the Hong Kong Special Administrative Region of the PRC.
11. “**Indemnifiable Losses**” has the meaning ascribed to it in Section 7.1.
12. “**Indemnitee**” has the meaning ascribed to it in Section 7.1.
13. “**Listing Rules**” means the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited.
14. “**Material Adverse Effect**” means any fact, event, change, circumstance, or effect that causes, or is reasonably likely to cause, a material adverse effect on the ability of any Party to perform its obligations under the Transaction Documents or on the enforceability of any Transaction Documents against any Party, either individually or when taken together with other effects.
15. “**Non-Defaulting Party**” has the meaning ascribed to it in Section 7.1.
16. “**Ordinary Share**” means an ordinary share of par value US\$0.01 in the capital of the Company.
17. “**Party**” and “**Parties**” has the meaning ascribed to it in the Preamble.
18. “**Person**” means any individual, corporation, partnership, limited partnership, proprietorship, association, limited liability company, firm, trust, estate or other enterprise or entity.

19. “SFC” means the Securities and Futures Commission of Hong Kong.
20. “SFO” means the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong), as amended or supplemented from time to time.
21. “Stock Exchange” means The Stock Exchange of Hong Kong Limited.
22. “Subscription Shares” has the meaning ascribed to it in Section 1.1(a).
23. “Subscription Price” has the meaning ascribed to it in Section 1.1(a).
24. “Takeovers Code” means The Codes on Takeovers and Mergers and Share Buy-backs issued by the SFC, as amended, supplemented or otherwise modified from time to time.
25. “Transaction Documents” has the meaning ascribed to it in Section 2.2.
26. “Transaction Terms” has the meaning ascribed to it in Section 8.1(a).