

Execution Version

Dated 14 October 2024

MAYAIR TECHNOLOGY (CHINA) CO., LTD.

NG YEW SUM

LAW ENG HOCK

CHIN SZE KEE

LUAH KOK LAM

AND

MAYAIR HK HOLDINGS LIMITED

SHAREHOLDERS' AGREEMENT
in relation to
MAYAIR HK HOLDINGS LIMITED



27/F Alexandra House
18 Chater Road
Central, Hong Kong
(Ref: CCT/M.01035.00002)

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THIS SHAREHOLDERS' AGREEMENT is dated 14 October 2024 and made among:

- (1) **MAYAIR TECHNOLOGY (CHINA) CO., LTD.**, a company established in the People's Republic of China whose registered address is at No. 101, Lanxia Road, Moling Sub-district, Jiangning District, Nanjing City, Jiangsu Province, the PRC 211111 ("MayAir");
- (2) **NG YEW SUM**, holder of Malaysian passport no. A54703279 of 2A, Jalan PJU 1A/36, Ara Damansara, 47301 Petaling Jaya, Selangor, Malaysia ("Mr. Ng");
- (3) **LAW ENG HOCK**, holder of Malaysian passport no. A54884191 of A-15-06, Residensi KM1, Jalan Jalil Perkasa 1, Bukit Jalil, 57000 Kuala Lumpur, Malaysia ("Mr. Law");
- (4) **CHIN SZE KEE**, holder of Malaysian passport no. A54701995 of 30, Jalan Tun Teja 35/12 Alam Impian, 40470 Shah Alam, Selangor, Malaysia ("Mr. Chin");
- (5) **LUAH KOK LAM** holder of Malaysian passport no. 58717816 of 24 Jalan Maya 3/5, Horizon Hill, 79100 Iskandar Puteri, Johor, Malaysia ("Mr. Luah"); and
- (6) **MAYAIR HK HOLDINGS LIMITED (Business Registration number: 76976316)**, a company incorporated in Hong Kong whose registered address is 27/F, Alexandra House, 18 Chater Road, Central, Hong Kong (the "Company").

(Each a "Party" and collectively, the "Parties").

Background

- (A) The Company is a company incorporated in Hong Kong. Immediately after the Completion Date, MayAir and the Continuing Shareholders (as defined below) will be the shareholders of the Company, the percentage of shareholding is set out in Clause 2.1. Details of the Company and the Group Companies (as defined below) as at the date hereof are set out in **Part A and Part B of Schedule 1**, respectively.
- (B) The Shareholders (as defined below) shall hold their Shares and operate the Company and the Group Companies for the purpose of conducting the Business (as defined below) on the terms and conditions of this Agreement.
- (C) The Shareholders shall exercise their respective rights in relation to the Company and the Group Company on the terms and conditions of this Agreement.
- (D) Each of the Parties enters into this Agreement in consideration of each of the other Parties entering into this Agreement and accepting the terms, undertakings and covenants contained herein.

IT IS HEREBY AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Defined Terms

In this Agreement, unless the context requires otherwise:

"2023 Accounts" means the consolidated audited accounts of CM Hi-Tech Cleanroom Limited for the year ended 31 December 2023;

“Affiliate”	means with respect to any Person that is a legal entity, another entity that, directly or indirectly through one or more intermediaries, Controls, is Controlled by or is under common Control with such entity;
“Agreement”	means this Agreement, as amended from time to time in accordance with its terms;
"Annual Budget"	means the annual budget of the Group for each financial year as approved by the Board from time to time, which shall, in all material respects, be consistent with the then approved Business Plan;
“Applicable Laws”	means any and all laws in Hong Kong, the PRC, Malaysia and in the Philippines which have been promulgated and are effective and applicable, including all statutes, codes, ordinances, decrees, rules, regulations, municipal by-laws, judicial judgements, orders, decisions, rulings or awards, binding on, relevant to or affecting the entity referred to in the context in which the word is used;
“Articles”	means the articles of association of the Company in effect at the time and from time to time;
"Associated Company"	means in relation to any company, another company in which it holds at least 20% but not more than 50% of the issued shares of such other company and " Associated Companies " shall be construed accordingly;
“Auditors”	means such auditors as the Group Companies may appoint from time to time, which shall be the same firm of certified public accountants as MayAir or such other reputable audit firm nominated by MayAir;
“Board”	means the board of Directors of the Company or of a member of the Group for the time being;
“Business”	has the meaning given to it in Clause 3.1;
“Business Day”	means a day (other than Saturday, Sunday and days which have been gazetted as public holidays in Hong Kong, the PRC or Malaysia) on which commercial banks in Hong Kong, the PRC and Malaysia are open for the transaction of general banking business by members of the public;
"Business Plan"	means the business plan as approved by the Board from time to time;
“Company”	has the meaning given that term in the Preamble, and whose particulars are set out in Part A of <u>Schedule 1</u> ;
“Companies Ordinance”	means the Companies Ordinance (Cap. 622) of laws of Hong Kong, as amended, supplemented or otherwise modified from time to time;

“Completion Date”	means the date of completion pursuant to the Share Swap Agreement;
"Continuing Shareholders"	means each of Mr. Ng, Mr. Law, Mr. Chin and Mr. Luah and "Continuing Shareholders" refer to them collectively;
“Control”	means <ul style="list-style-type: none"> (a) the power (whether directly or indirectly and whether by the ownership of share capital, the possession of voting power, contract or otherwise) to appoint and/or remove all or such of the members of the board of directors or other governing body of an entity or partnership as are able to cast a majority of the votes capable of being cast by the members of that board or body on all, or substantially all, matters, or otherwise to control or have the power to control the policies and affairs of that person; and/or (b) the holding and/or the possession of the beneficial interest in and/or the ability to exercise the voting rights applicable to shares or other securities in any person which confer in aggregate on the holders thereof more than 50% of the total voting rights exercisable at general meetings of that person on all, or substantially all, matters;
“Deadlock”	means a matter specified as a deadlock in Clause 6.3(a);
“Deadlock Notice”	has the meaning given to it in Clause 6.3(a);
“Deadlock Price”	means the cost price of the Shares as set out in the Share Swap Agreement, being the consideration that the Company paid to the Continuing Shareholders to transfer their shares in CM Hi-Tech Cleanroom Limited to the Company at HK\$0.25 per share in exchange for allotment and issuance of such number of new Shares issued by the Company in its issued and paid-up share capital to the Continuing Shareholders credited as fully paid, as set out below:

Continuing Shareholders	Number of CM Hi-Tech Cleanroom Limited shares transferred to the Company	Corresponding portions of the Purchase Price (HK\$)	Number of Consideration Shares to be allotted and issued to the Transferors
Ng Yew Sum	340,028,550	85,007,137.50	708
Law Eng Hock	60,040,050	15,010,012.50	125
Chin Sze Kee	37,091,850	9,272,962.50	77
Luah Kok Lam	5,366,100	1,341,525.00	11

“Deed of Adherence”	means the deed of adherence substantially in the form set out in <u>Schedule 3</u> ;
"Distribution"	means:

- (a) the direct and indirect transfer of an asset, other than the Company's own shares, to or for the benefit of a Shareholder; or
- (b) the incurring of a debt to or for the benefit of a Shareholder,

in relation to shares held by a Shareholder and whether by means of the purchase of an asset, the purchase, redemption or other acquisition of shares, a transfer of indebtedness or otherwise, and includes a dividend;

"Director(s)"	means the director(s) of the Company;
"Effective Date"	means the date on which the Scheme of Arrangement of CM Hi-Tech Cleanroom Limited (stock code: 2115), if approved and sanctioned by the Grand Court of the Cayman Islands, becomes effective in accordance with the Cayman Islands Companies Act;
"Encumbrance"	means any option, right to acquire, mortgage, charge, pledge, lien, assignment, hypothecation, title retention, preferential right, trust arrangement or other form of security or encumbrance and including any agreement or commitment to give or create any of the above;
"Financial Year"	means each period of 12 months commencing on 1 January and ending on 31 December of a calendar year or such other period as the Board may determine;
"Governmental Authority"	means any court, tribunal or government in any jurisdiction (federal, state, local, foreign or provincial) or any political subdivision thereof, including any governmental body, department, commission, board, bureau, agency or other regulatory, administrative or governmental entity or instrumentality;
"Group"	means collectively, the Company and its subsidiaries, and each of them is referred to herein as a " Group Company " or " a member of the Group " and collectively as " Group Companies ";
"Holding Company"	shall be construed in accordance with the Companies Ordinance save that any reference therein to a company shall be deemed to include a reference to a body corporate incorporated or established outside Hong Kong or otherwise or under any other statutory provisions;
"Hong Kong"	means Hong Kong Special Administrative Region of the People's Republic of China;
"HK\$"	means Hong Kong dollars, the lawful currency of Hong Kong;

“Law”	means any statute, law (including common law), code, regulation, rule, injunction, ordinance, writ, judgment, order, determination, decree, ruling, charge or other restriction of any applicable Governmental Authority in the PRC, Malaysia, the Philippines and Hong Kong;
“Lending Shareholder”	means any Shareholder that provides a Shareholder Loan, pursuant to Clause 4.1;
“Listing Rules”	means the Rule Governing the Listing of Stocks on the Science and Technology Innovation Board of Shanghai Stock Exchange, or such other listing rules as may be applicable to MayAir Group;
“MayAir Group”	means MayAir and its subsidiaries from time to time, and where the context permits, exclude the Group;
“Parties”	means the parties to this Agreement and a “Party” means any one of them;
“Person”	means and includes any individual natural person, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, enterprise, unincorporated organisation, Governmental Authority or other legal entity;
“PRC”	means the People’s Republic of China;
“Principal Auditors”	means the appointed auditors of MayAir at the material time;
“Reserved Matters”	means all the matters set out in Schedule 2 which relate to the Company and/or any member of the Group;
“Share(s)”	means ordinary share(s) in the share capital of the Company;
“Share Equivalents”	means any options or other securities or obligations which are by their terms convertible into or exchangeable or exercisable for any Shares in the capital of the Company;
“Shareholder(s)”	means holder(s) of the Share(s) from time to time;
“Share Swap Agreement”	means the share swap agreement dated 14 October 2024 entered into between the Company and the Continuing Shareholders to implement the transfer their shares in CM Hi-Tech Cleanroom Limited to the Company in consideration for the allotment and issuance of new Shares;
“Transfer”	means, as a noun, any voluntary or involuntary, direct or indirect, transfer, sale, assignment, creation of a trust or option over or alienation of rights with respect to, pledge, grant of a lien or Encumbrance, hypothecation or other disposition or Encumbrance; and as a verb, voluntarily or involuntarily (whether directly or indirectly) to transfer, sell, assign, create of a trust or option over or alienate rights with respect to, pledge, grant of a lien or Encumbrance, or hypothecate or otherwise dispose or encumber;

"Third Party Interest"	means and includes any interest or equity of any person (including any right to acquire, option or right of pre-emption), voting arrangement, mortgage, charge, pledge, bill of sale, lien, deposit, hypothecation, assignment or any other encumbrance, priority or security interest or arrangement or interest under any contract or trust or any other third party interest of whatsoever nature over or in the relevant property;
"Threshold Shareholding"	means Shares representing not less than 10% of the entire issued share capital of the Company at the relevant time; and
"Trade Marks"	means the trademarks of the Group, and "Trade Mark" means any of them.

1.2 Construction of References

In this Agreement, unless the context requires otherwise, any reference:

- (a) to a Clause or Schedule is a reference to the Clause of or the Schedule to this Agreement;
- (b) to this Agreement, any other document or any provision of this Agreement or that document is a reference to this Agreement, that document or that provision as in force for the time being or from time to time amended in accordance with the terms of this Agreement or that document;
- (c) to any document expressed to be **"in the agreed form"** means a document approved by the parties hereto and, if not entered into contemporaneously with this Agreement, initialed by or on behalf of the Parties for the purposes of identification;
- (d) to a time of day is a reference to the time in Hong Kong, unless expressly indicated otherwise;
- (e) to statutes or statutory provisions, express or implied, shall be construed as references to those statutes or provisions as respectively amended or re-enacted or as their application is modified from time to time by other provisions (whether before or after the date hereof) and shall include any statutes or provisions of which they are re-enactments (whether with or without modification) and any orders, regulations, instruments or other subordinate legislation under the relevant statute or statutory provision. References to sections of consolidating legislation shall wherever necessary or appropriate in the context be construed as including references to the sections of the previous legislation from which the consolidating legislation has been prepared;
- (f) to an **"agreement"** includes any document or deed, an arrangement and any other kind of commitment;
- (g) to a **"right"** includes a power, a remedy and discretion;
- (h) "written" or "writing" shall include any methods of reproducing words in a legible and non-transitory form and shall include faxes and emails.

1.3 Interpretation

In this Agreement, unless the context requires otherwise:

- (a) words importing the plural include the singular and vice versa;
- (b) words importing a gender include every gender;
- (c) the words “**other**”, “**including**”, “**include**” and “**in particular**” do not limit the generality of any preceding words and are not to be construed as being limited to the same class as the preceding words where a wider construction is possible; and
- (d) where a word or expression is defined, cognate words or expressions shall be construed accordingly as the context may require.

1.4 Headings and Contents

The headings and the table of contents in this Agreement are for convenience only shall not affect the construction of this Agreement.

1.5 Schedules

The Schedules referenced herein and attached hereto form part of this Agreement.

2. SHAREHOLDING OF THE COMPANY AND RIGHTS ATTACHING TO SHARES

2.1 Shareholding of the Company

On the Completion Date, the Parties hold the respective numbers of Shares specified in column (1) below, representing the respective percentages of the issued share capital of the Company specified in column (2) below:

	(1) Number of Shares	(2) Percentage of issued share capital of the Company
MayAir	1,993	68.39% of the issued share capital of the Company
Mr. Ng	708	24.29% of the issued share capital of the Company
Mr. Law	125	4.29% of the issued share capital of the Company
Mr. Chin	77	2.65% of the issued share capital of the Company
Mr. Luah	11	0.38% of the issued share capital of the Company

2.2 **Rights attaching to Shares**

The initial issued Shares of the Company shall be divided into the Shares which entitle each of the Shareholders with the following rights and restrictions:

- (a) be entitled to one vote for each Share held and the right to receive notice of, attend and vote as a member of the Company, at any general meeting of the Company;
- (b) be entitled to receive any Distributions as the Board may from time to time declare in proportion to their shareholdings, *pari passu* with all the other Shareholders; and
- (c) in the event of a winding-up or dissolution of the Company, whether voluntary or involuntary or for the purposes of a reorganisation or otherwise or upon any distribution of capital, be entitled, *pari passu* with the other holders of Shares to, subject to the provisions of the Constitution and Applicable Laws, to share *pro rata* in the surplus assets (if any) of the Company, and generally be entitled to enjoy all of the rights attaching to shares.

3. **THE COMPANY, THE BUSINESS AND CO-OPERATION**

The Parties agree that, as from the Completion Date, the conduct of the affairs of the Company and their holding of Shares shall be on the terms and conditions set out in this Agreement.

3.1 **Business of the Group**

The business of the Group is as follows:

- (a) the Company acts as an investment holding company for the purpose of investing in the Group Companies; and
- (b) the Group Companies are principally involved in the provision of cleanroom wall and ceiling systems and cleanroom equipment with establishments in the PRC, Malaysia and the Philippines (collectively referred to as “**Business**”).

3.2 **Licenses and permits**

The Continuing Shareholders and the Company will ensure the Group Companies continue to possess all necessary licenses, permits and consent to operate the Business.

3.3 **Binding effect**

Subject to Clause 3.6 below, the Shareholders agree that their respective rights in the Company shall be regulated by this Agreement. The Shareholders agree to be bound by and comply with the provisions of this Agreement which relate to them.

3.4 **Exercise of powers**

3.4.1 Each Party hereto shall exercise its respective rights under this Agreement and its respective votes and powers in relation to the Group Companies (in so far as it lawfully can) to ensure that:

- (a) the Company performs and complies with all obligations on its part under this

Agreement and the Articles and the Group Companies perform and comply with all obligations on its part under their respective constitutional documents;

- (b) the Business is conducted in accordance with this Agreement, the Law, and good business practice;
- (c) at all times during the term of this Agreement, the provisions of this Agreement are promptly observed and given full force and effect; and
- (d) the Group Companies comply with the applicable requirements of the Listing Rules at all time during the term of this Agreement.

3.4.2 Each Party hereto shall exercise its respective rights, votes and powers in relation to the Company (in so far as it lawfully can) to procure the Company and/or its nominated directors of the Group Companies to exercise their respective rights, votes and powers to procure the Group Companies to conduct the Business and affairs of the Group Companies in the manners consistent with the provisions set out in this Agreement, including but not limited to matters set out in Clauses 3 to 11 of this Agreement.

3.5 **Promote the best interests of the Group**

The Shareholders shall promote the best interests of the Group Companies and cooperate with each other with the goal of maximising the value of the Group Companies and to promote the success of the Group Companies. Each of the Shareholders undertakes to the others that it shall:

- (a) use all its reasonable commercial endeavours to promote and develop the Business to the best advantage of the Group Companies; and
- (b) to direct to the Group Companies all business activities and opportunities relating to the Business as may from time to time come to its knowledge.

3.6 **Conflict with Articles**

If, at any time, any provisions of the Articles conflict with any provision of this Agreement, the provisions of this Agreement shall prevail as between the Shareholders. In such circumstances the Shareholders shall procure that such modifications as are necessary are made to the Articles.

3.7 **Constitutional documents of other members of the Group**

The Parties shall procure that the constitutional documents of the Group Companies to be amended (if required) and in compliance with the principles set out in this Agreement as far as permitted by the Applicable Laws and regulations.

3.8 **Exercise of powers over the affairs of another**

Where any obligation pursuant to this Agreement is expressed to be undertaken or assumed by any Party, such obligation shall be construed as requiring the Party concerned to exercise all rights and powers of control over the affairs of any other person which that Party is able to exercise (whether directly or indirectly) in order to secure performance of such obligation.

4. FINANCE FOR THE GROUP

- 4.1 All further financial requirements of the Group shall be funded by external borrowings and/or Shareholders' loan from MayAir (on such terms as may be determined by the Board). Such Shareholders' loans shall rank *pari passu* in all respects as to repayment and security in respect of any other Shareholders' loans.
- 4.2 MayAir shall be entitled to charge a reasonable rate of interest under the prevailing market interest rate, and, to require any such loan and the interest accrued thereon to be repaid in full prior to (i) any repayment of the principal or interest for any other subsequent Shareholders' loans granted; and (ii) the payment of any dividend or other distribution by any Group Companies, unless such dividend in favour of the Group Companies is required to repay MayAir.

5. DIRECTORS AND DIRECTORS' MEETINGS

5.1 Number and Appointment of Directors

- (a) Unless otherwise agreed in writing by the Shareholders or required by the Applicable Laws, the maximum number of directors comprising the Board shall be three (3). The Company's Board shall further nominate such number of candidates to the board of directors of the Group Companies.
- (b) MayAir shall be entitled to appoint and at any time remove or substitute two (2) directors of the Company while the Continuing Shareholders shall collectively be entitled to appoint and at any time remove or substitute one (1) directors of the Company. At any time when the Continuing Shareholders' aggregate shareholding in the Company falls below 10%, MayAir shall be entitled to appoint and at any time remove or substitute all of the directors of the board of the Company. The initial directors of the Board appointed on the Completion Date shall be as follows:

<u>Name of Director</u>	<u>Nominated by</u>
Yap Wee Keong	MayAir
Chin Kim Fa	MayAir
Ng Yew Sum	The Continuing Shareholders

- (c) (i) MayAir; and (ii) the Continuing Shareholders as represented by Mr. Ng, may appoint or remove (and, if applicable, replace) a director or management of the Company whom it is entitled to appoint or remove under Clauses 5.1(b) and 7.3(a) by giving written notice in accordance with Clause 15 of this Agreement and, in each case, by sending a copy of the same to the other Shareholders. The Shareholders and the Company shall take immediate steps (including but not limited to the passing of the relevant resolutions) to procure the appointment or removal of director(s) or management of the Company which each Shareholder designates for appointment or removal, and is entitled to appoint or remove, under Clauses 5.1 (b) or 7.3(a) (as the case may be).
- (d) The Continuing Shareholders collectively cease to hold any Shares, the Continuing Shareholders as represented by Mr. Ng shall immediately remove that director from office of the Company, failing which MayAir may remove the relevant director from office or procure that the Company does so.

5.2 Board Meetings

- (a) Unless otherwise agreed by all Directors or required by Applicable Law, physical meetings of the Board shall be held at least four times a year, unless otherwise agreed by all Directors in writing to be held by way of electronic means. Meetings of the Board shall make decisions by passing resolutions. In each case, at each meeting of the Board and in respect of each resolution proposed to the relevant Board, each director (or represented by his alternate) shall have one (1) vote.
- (b) Each Director and each director of the relevant members of the Group may, in accordance with and subject to the Constitution and Applicable Laws, appoint an alternate to represent him at meetings of the Board of the Company or the relevant member of the Group which he is unable to attend. Such alternate (who need not be a director of the Company) shall be entitled to attend and vote at meetings of the Board of the Company and to be counted in determining whether a quorum is present. Each alternate director shall have one vote for each director of the relevant company whom he represents in addition to any vote of his own.
- (c) Unless otherwise waived or agreed in writing by all the directors of the Company:
 - (i) not less than five (5) days' notice of all meetings of the Board shall be given to each Director and shall be accompanied by an agenda of the business to be transacted at such meeting together with the relevant papers to be circulated or presented at such meeting;
 - (ii) only the business specifically referred to in an agenda of meeting may be transacted at the meeting or any adjournments thereof and matters not on the agenda, or business conducted in relation to those matters, may not be raised at a meeting of the Board (including adjourned meetings); and
 - (iii) in the event any supplemental papers are required to be circulated for consideration or any item is to be added to the agenda subsequent to the issuance of the notice of meeting, then the date of the meeting shall be postponed to a date falling not less than three (3) days from the date of the circulation of such amendment or supplement.
- (d) MayAir shall have the right to appoint a Director as the Chairman of the Board.
- (e) A decision of the Board may take the form of a resolution in writing, which must have been signed by all Directors.. Such resolution in writing shall be as valid and effectual as if it had been passed at a Board meeting duly convened and held.

5.3 Quorum for board meeting and board committee meeting

- (a) Subject to sub-clause (b) below, the quorum for all meetings of the Board or a committee of it shall be two (2) Directors, which shall include one (1) director nominated by MayAir and one (1) director nominated by Mr. Ng representing the Continuing Shareholders, present in person at the start of such meeting, and, in relation to an item of business, when the relevant item of business is considered by the directors. The absence of a quorum in relation to a particular item of business shall not invalidate any other resolution(s) passed when a quorum was present. The Shareholders shall use all reasonable endeavours to procure that a quorum is present at and throughout each meeting of the Board or committees

of the Company.

- (b) In the event that a quorum of the Directors of the Company as set out in sub-clause (a) above is not so present within thirty (30) minutes of the time appointed for the relevant meeting or throughout a duly convened Board or committee meeting, that meeting shall be automatically adjourned to the same day one (1) week later at the same time and place (or to such other day or time or to a different place as the chairman of the Board may determine by at least one (1) day's written notice to all the directors of the Company). The same quorum shall apply to adjourned meetings provided that if the necessary quorum is not present at the first adjourned meeting, the meeting shall be automatically adjourned again to the same day one (1) week later at the same time and place (or to such other day or time or to a different place as the chairman of the Board may determine by at least three (3) days' written notice to all the directors of the Company) and at that second adjourned meeting, any two (2) directors shall constitute a quorum, provided that any decision on Reserved Matters shall still require the necessary vote set out in Clause 6.
- (c) Subject to the provisions of Clause 6, decisions of the Board in respect of any matter shall be decided by a simple majority of votes of the directors present in person and voting at any meeting, or represented by an alternate and voting at any meeting, or a resolution in writing signed by majority of the directors of the Company for the time being entitled to receive notice of a meeting of the Board, which shall be as valid and effectual as if it had been passed at a Board meeting duly convened and held and may consist of several documents in like form each signed by one or more directors (or their alternates).
- (d) For the purpose of this Clause 5, "present in person" shall include participation by telephone, radio, conference television or similar communication equipment or any other form of audio or audio-visual instantaneous communication by which all persons participating in the meeting are able to hear and be heard by all other participants. And upon request from a director of the relevant company, dial-in details of a Board meeting shall be provided to such director prior to the relevant meeting.

6. RESERVED MATTERS, SHAREHOLDERS' CONSENT AND PROCEEDINGS OF GENERAL MEETINGS

6.1 Notwithstanding any other provision of this Agreement, for so long as the Continuing Shareholders in aggregate hold not less than the Threshold Shareholding and until such time when the Company becomes wholly-owned by MayAir, the Shareholders shall procure that:

- (a) none of the Reserved Matters set out in **Part A of Schedule 2** shall be undertaken by the Company or any member of the Group, without having been approved by a unanimous vote of the Board of the relevant company passed at a duly convened meeting of the relevant Board (which must include affirmative votes of directors nominated by MayAir), and if required under the Applicable Law, the consent of Shareholders in such prescribed threshold under the Applicable Law must also to be first obtained; and
- (b) none of the Reserved Matters set out in **Part B of Schedule 2** shall be undertaken by the Company or any member of the Group, except with the consent of Shareholders with 90% majority votes upon the business to be transacted at the meeting (and whether present in person or by their respective

proxies or duly authorised representatives) entitled to vote in general meeting or such higher prescribed threshold under the Applicable Law, as the case may be, and for this purpose the Shareholders may give their approval to any of the Reserved Matters set out in **Part B of Schedule 2** either in writing to the Company or by voting in favour of such Shareholders Reserved Matter at a general meeting of the Company properly convened and held.

For the avoidance of doubt, if at the time that the relevant Reserved Matter is to be effected, the Continuing Shareholders in aggregate hold less than the Threshold Shareholding, then this Clause 6.1(a) to Clause 6.1(b) shall not apply.

- 6.2 The Shareholders shall take all steps to ensure that, so far as they are legally able, no Reserved Matter is taken by any member of the Group, as applicable, unless the applicable provisions of Clause 6.1 have been complied with.
- (a) No general meeting of the Shareholders may proceed to business unless a quorum is present at the start of such meeting and a quorum must be present at the time a resolution is passed in order for that resolution to be valid, provided that the absence of a quorum in relation to a particular item of business shall not invalidate any other resolution(s) passed when a quorum was present. The Shareholders shall use all reasonable endeavours to procure that a quorum is present at and throughout each general meeting of the Shareholders.
 - (b) Subject to Clause 6.2(c), the Parties agree that for as long as the Continuing Shareholders in aggregate hold not less than the Threshold Shareholding, a quorum at a general meeting shall be two (2) Shareholders holding at least 50.1% of the issued share capital of the Company (one of which shall include MayAir and the other being one representative of the Continuing Shareholders) entitled to vote upon the business to be transacted at the meeting (and whether present in person or by their respective proxies or duly authorised representatives).
 - (c) In the event that a quorum of the Shareholders is not so present within 30 minutes of the time appointed for the general meeting, that meeting shall be automatically adjourned to the same day one (1) week later at the same time and place. Similarly, if a quorum ceases to be present during a duly convened general meeting, the meeting shall be adjourned to the same day one (1) week later at the same time and place to consider the remaining items of business, but without affecting the validity of any resolutions passed at the meeting while a quorum was present. If at the adjourned meeting, a quorum is not present within 30 minutes from the time appointed for the meeting, that meeting shall be automatically adjourned to the same day one (1) week later at the same time and place and in that second adjourned meeting, any two (2) Shareholders holding more than 50% of the issued share capital of the Company shall constitute a quorum. Save for the Reserved Matters specified in Part B of **Schedule 2**, which shall require the approval of all Shareholders of the Company entitled to vote upon the business to be transacted at the meeting (and whether present in person or by their respective proxies or duly authorised representatives) pursuant to Clause 6.1(b), questions arising at any shareholders' meeting shall be decided by a simple majority of votes except where a greater majority is required by the Constitution, or by the Applicable Laws.
 - (d) At each general meeting of the Company, the Chairman appointed pursuant to Clause 7.3(a) (or, in his absence, a Director appointed by MayAir) shall preside as chairman.

- (e) Subject to the Applicable Laws, a resolution in writing signed by each Shareholder who would have been entitled to vote upon the relevant resolution if it had been proposed at a general meeting at which the Shareholder was present shall be as effectual as if the same had been passed at a general meeting of the members of the Company duly convened and held and may consist of several documents in like form each executed by or on behalf of one or more Shareholders. Such resolutions shall be sent to each Shareholder at its registered address or such other address for service specified by a Shareholder and, unless otherwise agreed by the Shareholders (which shall be conclusively deemed to be the case if they have signed the relevant resolution) shall require a response within a specified period being not less than one (1) day after its date of despatch and no resolution shall take effect until the expiry of such period. At the same time as a resolution is circulated to the Shareholders as set out above, a copy of the resolution shall be circulated in the same manner to the directors of the Company.

6.3 **Deadlock**

- 6.3.1 If approval is not obtained under Clause 6.1(b) for a Reserved Matter in **Part B of Schedule 2** due to lack of the requisite vote, and in each case after such approval is sought on two (2) successive attempts in accordance with this Agreement (and for this purpose, any adjourned meeting shall count as a separate attempt) the matter remains unresolved, PROVIDED THAT such matter if left unresolved will materially and adversely affect the continued operations of the Group (a **“Deadlocked Matter”**):

- (a) the Parties shall:
- (i) refer such Deadlocked Matter to MayAir’s Designated Person representing MayAir and the Continuing Shareholders’ Designated Person representing the Continuing Shareholders; and
 - (ii) request such persons to seek to agree or resolve such matter, whereupon each such Party shall procure such relevant persons to discuss and (acting reasonably) attempt to agree or resolve such matter as soon as reasonably practicable and in any event within 30 calendar days after being requested to do so;
- (b) if the Parties are unable to resolve the Deadlocked Matter through the procedure set out in Clause 6.3.1(a), in such case, either MayAir or any of the Continuing Shareholders (**“Offering Party”**) may in its sole discretion serve a written notice (**“Deadlock Offer Notice”**) on the other Shareholders (each an **“Offeree Party”**) to purchase all (and not some only) of the Offeree Party’s Shares pro-rata to each Offeree Party’s existing shareholding at the Deadlock Price and on such other terms and conditions to be agreed upon between the Offering Party and the Offeree Party (the **“Deadlock Offer”**); and
- (c) each Offeree Party shall at any time during a period of 21 calendar days from the date of the Deadlock Offer Notice (**“Deadlock Resolution Period”**) issue the Offering Party a written notice stating its acceptance of the Deadlock Offer. The Offeree Party shall be deemed to accept the Deadlock Offer at the end of the Deadlock Resolution Period.

6.3.2 Status Quo

During the continuation of the Deadlock Matter or any other Reserved Matters for which approval is not obtained due to lack of the requisite vote, the Company shall continue to operate in a manner consistent with its prior practices and this Agreement until such time as such Deadlock Matter or other Reserved Matters is resolved and in particular during the continuation of the Deadlock Matter, the Company shall operate its business in accordance with the Business Plan or Annual Budget in effect at the time that the Deadlock Matter arose, with such adjustments as are reasonable to reflect wage and cost of inflation at the relevant time. For the avoidance of doubt, the fact that a Deadlock Matter exists and is outstanding is not in itself a dispute.

6.3.3 Designated Persons

For the purposes of this Clause 6.3,

- (a) **“MayAir’s Designated Person”** shall mean Mr. Yap Wee Keong, or such other person having substantially the same authorities, functions and responsibilities as MayAir may notify the Continuing Shareholders in writing from time to time; and
- (b) **“Continuing Shareholders’ Designated Person”** shall mean Mr. Ng Yew Sum, or such other person having substantially the same authorities, functions and responsibilities as the Continuing Shareholders may notify MayAir in writing from time to time.

6.4 Additional covenant by the Continuing Shareholders

Each of the Continuing Shareholders undertakes and covenants that each of them shall not create any Encumbrance over any shares in the Company held by them except with the prior written consent of Shareholders holding a majority interest of the issued share capital of the Company entitled to vote upon the business to be transacted at the meeting (and whether present in person or by their respective proxies or duly authorised representatives) entitled to vote in a general meeting.

7. MANAGEMENT OF THE COMPANY

7.1 General Decision Making

- (a) (i) The Board of the Company or the relevant member of the Group shall, subject to the Applicable Laws, be responsible for making decisions relating to the ordinary course of business of the Company and the members of the Group; and
(ii) no action outside the ordinary course of business of the Group may be taken by or on behalf of the Company or any of the Group Companies without the approval of the relevant Board.
- (b) Subject to Clause 6.1, all matters to be determined by the Board shall be by simple majority decision.
- (c) Subject to Clause 6.1, all matters of the Group Companies shall be decided by the Board or the Shareholders as the case may be, in accordance with the terms of this Agreement and the Articles, and if required by the Applicable Law, the board or shareholders to the Group Companies shall pass a resolution to support or approve such decision of the Board or the Shareholders.

7.2 Committee

In accordance with the Articles, the relevant Board may delegate such functions of the Board to such committees as it deems appropriate. Any of such committees will comprise three (3) members and MayAir shall be entitled to appoint and at any time remove or substitute two (2) members to such committee of the Board while the Continuing Shareholders shall be entitled to appoint and at any time remove or substitute one (1) member to such committee of the Board.

7.3 Management team

7.3.1 The relevant Board (with affirmative approval of the director/s nominated by MayAir) shall appoint and at any time remove or substitute management of the Company. The initial management of the Company shall be as follows. The Board (with affirmative approval of the director/s nominated by MayAir) is entitled to remove or substitute any of them from time to time:

<u>Position</u>	<u>Name</u>
Chairman & Group Chief Executive Officer	Mr. Yap Wee Keong
Group Chief Financial Officer	Ms. Chin Kim Fa

7.3.2 The relevant Board (with affirmative approval of the director/s nominated by MayAir) shall appoint and review, at any time, the management team of the Group Companies (being Channel Micron International Limited and its subsidiaries). The initial management of such Group Companies appointed as at the Completion Date shall be as follows:

<u>Position</u>	<u>Name</u>
Chief Executive Officer	Mr. Ng Yew Sum
Chief Financial Officer	Mr. Hee Kok Hiong

7.4 Accounting

The Shareholders shall procure that:

- (a) each of the Company and the members of the Group adopts 31 December as its Financial Year end (if not already adopted);
- (b) the Company and the Group Companies shall at all times maintain accurate and complete accounting and other financial records including all corporation tax computations and related documents and correspondence with any Governmental Authority of the PRC, Malaysia, Hong Kong, Cayman Islands and the Philippines (including the Inland Revenue Authority of the PRC, Malaysia, Hong Kong, Cayman Islands and the Philippines) in accordance with the requirements of all applicable laws and on a basis consistent with the 2023 Accounts with the exception of any additional reporting, accounting and auditing standards as may be prescribed by the Principal Auditors as a mandate to perform work that is consistent with MayAir Group's reporting standards and practices in reporting currency of RMB and in accordance with and generally accepted accounting principles and practices in Hong Kong or such other equivalent accounting standards as may be applicable to the Group and shall be

audited in accordance with HKFRSs or such other equivalent accounting standards as may be applicable to the Group in Hong Kong applicable in the PRC, Malaysia, Hong Kong, Cayman Islands and the Philippines;

- (c) the accounts of the Company and the Group Companies shall be consolidated up to the Company level and be prepared in accordance with generally accepted accounting principles and in compliance with all applicable legislation in respect of each accounting period, and shall procure that: (i) quarterly financial statements of the Company and the Group Companies are provided to each of the Shareholders within fifteen (15) days from the end of each calendar quarter, and (ii) such accounts are prepared and audited as soon as practicable thereafter but in any event before the expiry of two (2) months of the end of the Financial Year of the Company (being no later than end of February each year or such later date as may be agreed with the Principal Auditors) PROVIDED THAT any variances in the figures or adjustments between such accounts and the final signed audited accounts in respect of “revenue” and “profit after tax” items shall not exceed 10%. In any event the signed audited accounts of the Group shall be issued before the expiry of four (4) months of the end of the Financial Year of the Company (being no later than end of April each year or such later date as may be agreed with the Principal Auditors) and shall be furnished to each of the Shareholders immediately upon its issue;
- (d) the accounts of the Company and the Group Companies shall be audited by the Auditors and reviewed by the Principal Auditors (if the Auditors are not the same as the Principal Auditors);
- (e) each Shareholder and its authorised representatives shall be allowed access at all reasonable times to examine the books and records of the Group Companies and to discuss the Group's affairs with its directors and senior management;
- (f) monthly management accounts of the Group to be supplied within ten (10) Business Days of the end of the month to which they relate (the first day being the first day of the following month) and the accounts shall include a profit and loss account, a balance sheet and a cashflow statement and such other information as each Shareholder may reasonably require; and
- (g) each Shareholder shall be entitled to require the Company and the Group Companies, and the Company and the Group Companies shall as soon as possible comply with such a request, to provide any documents, information and correspondence necessary (at the cost of the party making the request) to enable the relevant party to comply with filing, elections, returns or any other requirements of the Inland Revenue Board of the PRC, Malaysia, Hong Kong and the Philippines or of any other revenue or tax authority.

7.5 Administration

- (a) The Shareholders shall procure that the Company shall be managed with reasonable diligence and on efficient commercial basis and in accordance with all Applicable Laws in the jurisdictions where the Company is carrying on its business, this Agreement, the Articles and the policies laid down by the Board from time to time. In this regard, no contract or agreement will be entered into between the Company and a Shareholder or an Affiliate of a Shareholder, as the case may be, unless the terms and conditions thereof are arms-length or on such a basis as will assure that all such revenues or expenditures will not be lower or

higher, as the case may be, than would result from a transaction conducted at arm's length on a competitive basis with unrelated parties.

- (b) The Shareholders agree that the Company will adopt and comply with the business and corporate policies from time to time approved by the Board (subject always to the principles and objectives set out in this Agreement).

8. PRE-EMPTION RIGHTS

- (a) Commencing from the Completion Date, the Shareholders shall have a pre-emption right with respect to any future issue of any Shares or Share Equivalents on the terms set out in this Clause 8 ("**Pre-emption Right**").
- (b) Subject to Clause 6.1, the Company shall provide a written notice to the Shareholders setting out the number of Shares or Share Equivalents proposed to be issued by the Company ("**New Equity**"), the number of Shares to which each Shareholder is entitled to subscribe ("**Pre-emption Shares**"), the price and other material terms of the proposed issue, and the deadline to provide the payment for the Pre-emption Shares ("**New Issuance Notice**").
- (c) A Shareholder shall be entitled to subscribe for or purchase, pro-rata to its shareholding in the Company, at the price and on the terms specified in the New Issuance Notice, up to such number of New Equity to be issued determined by multiplying the total number of the New Equity, by a fraction, the numerator of which is the number of Shares held by the relevant Shareholder, and the denominator of which is the aggregate number of Shares held by all Shareholders.
- (d) Any Shareholder may exercise its Pre-emption Right by giving the Company written notice ("**Pre-emption Acceptance Notice**") within thirty (30) Business Days upon receipt of the Pre-emption Acceptance Notice ("**Pre-emption Period**"), and to deliver the corresponding funds within the period set out in the Pre-emption Notice. A Shareholder that fails to deliver a Pre-emption Acceptance Notice shall be deemed to have waived its Pre-emption Right with respect to such New Equity.
- (e) If, within the Pre-emption Period, any of the Shareholders elects not to exercise their Pre-emption Right the Company shall be free to issue the number of unsubscribed New Equity on terms equal to or no more favourable to the subscriber than the terms set out in the New Issuance Notice, provided such issue is completed within three (3) months of the date of the New Issuance Notice.
- (f) The Pre-emption Right shall not be applicable to the issue of any Shares pursuant to a Distribution on the outstanding Shares.

9. TRANSFER OF SHARES

9.1 General Restrictions on Transfer

- (a) Each Shareholder shall procure that there is no Transfer of all or any of its Shares, except that Shareholders may cause or permit the Transfer of its Shares in accordance with this Clause 9 and provided that any transferee has entered into a Deed of Adherence.

- (b) Save with the prior written consent of MayAir Technology, no Continuing Shareholder shall Transfer his Shares or any part of his interest in the Shares except in accordance with the provisions of this Agreement.
- (c) No Shareholder shall Transfer any interest in any loans (including any Shareholders' Loans) made by such Shareholder or his/her/its Affiliates to any member of the Group (except for the Transfer of such loans by MayAir to its Affiliates), unless (i) it Transfers to the same transferee at the same time, all, or in the case of a transfer of part of the Shares held by the Transferring Shareholder, a proportionate part of such loans for the time being outstanding being an amount which bears the same proportion to the total amount of the loan held by the Transferring Shareholder and its Affiliates as the number of Shares proposed to be transferred by the Transferring Shareholder pursuant to this Clause 9, or (ii) unless agreed by all the Shareholders in writing. A transfer of Shareholders' loans shall be on a dollar-for-dollar basis.
- (d) Forthwith upon the transfer of Shares and Shareholders' loans by the Transferring Shareholder, the transferee shall use its best endeavours to procure that any guarantee given by the Transferring Shareholder in respect of the obligations of any member of the Group is released in proportion to the Shares transferred and replaced by such other several guarantee or security as shall be acceptable to the relevant financial institution.
- (e) This Clause 9 shall not apply to any Transfer pursuant to Clause 13.4 or Clause 9.5.

9.2 Right of First Refusal

- (a) This Clause 9.2 shall not apply if a Transfer is from a Continuing Shareholder to MayAir.
- (b) If a Continuing Shareholder ("**Transferring Shareholder**") proposes to Transfer any Shares, the Transferring Shareholder shall take, or cause to be taken, all actions, and to do, or cause to be done all things necessary to ensure a written notice ("**Transfer Notice**") be sent to MayAir and the other Continuing Shareholders (the "**Non-transferring Shareholder**") stating (i) the number of Shares proposed to be Transferred ("**Transferring Shares**") and the proportionate Shareholder's loan; (ii) the proposed purchase price per Share ("**Transfer Price**") in HKD in respect of such Transfer; and (iii) the material terms and conditions of such Transfer.
- (c) Such Transfer Notice shall constitute an offer by the Transferring Shareholder to the Non-transferring Shareholders to sell the Transferring Shares. The Non-transferring Shareholders shall have the right (but not the obligation) to purchase all but not a part of the Transferring Shares on terms specified in the Transfer Notice ("**Right of First Refusal**") pro-rata to the Non-transferring Shareholder(s)' existing shareholding by giving a written notice to the Transferring Shareholder (the "**Acceptance Notice**") within thirty (30) Business Days from the date of receipt of the Transfer Notice (the "**ROFR Period**"). Such sale pursuant to the exercise of the Right of First Refusal shall be consummated within thirty (30) Business Day from the date of the Acceptance Notice.
- (d) If the Non-transferring Shareholder elects not to exercise their Right of First Refusal pursuant to Clause 9.2(c), AND PROVIDED THAT the Non-transferring Shareholder has not exercised its Tag-Along Right during the Tag-Along Period

pursuant to Clause 9.3 or the Transferring Shareholder has not exercised its Drag-Along Right during the Drag-Along Period pursuant to Clause 9.4, the Transferring Shareholder may proceed to sell the Transferring Shares on terms no more favourable to a third party transferee (the "**Proposed Transferee**") than those specified in the Transfer Notice. If such sale is not consummated within sixty (60) Business Days from the date of expiry of the ROFR Period, the right provided under this Clause 9.2 shall be deemed to be revived and the Transferring Shares shall not be offered or otherwise made subject to any Transfer until and unless first reoffered to the Non-transferring Shareholder in accordance with this Clause 9.2.

9.3 **Tag-along right**

- (a) In the event MayAir is the Transferring Shareholder which proposes to Transfer any Shares to the Proposed Transferee and the Non-transferring Shareholder elects not to exercise their Right of First Refusal pursuant to Clause 9.2 in respect of such Transfer, the Non-transferring Shareholder shall have the right to elect to participate in such Transfer ("**Tag-Along Right**") and transfer all the Shares held by the Non-transferring Shareholder, simultaneously with the Shares of MayAir ("**Tag-Along Shares**"), to the Proposed Transferee on terms and conditions that are no less favourable than those specified in the Transfer Notice.
- (b) The Non-transferring Shareholder may exercise its Tag-Along Right under this Clause 9.3 ("**Tag-Along Shareholder**") by providing to MayAir a written notice ("**Tag-Along Notice**") and a duly executive power of attorney in form and substance reasonably satisfactory to MayAir ("**Tag-Along POA**") no later than thirty (30) Business Days from the date of expiry of the ROFR Period ("**Tag-Along Period**"). Once issued, a Tag-Along Notice shall be irrevocable. The Tag-Along Notice should specify the number of Shares. The Tag-Along POA will provide, among other things, that the Tag-Along Shareholder will irrevocably appoint MayAir as its agent and attorney with full power and authority to execute and deliver in the name and on behalf of the Tag-Along Shareholder all such agreements, instruments and other documentation (including any written consents of the Tag-Along Shareholder) as is required to Transfer the Tag-Along Shares held by such Tag-Along Shareholder to the Proposed Transferee and to act under the Tag-Along POA on its behalf with respect to and subject to the terms and conditions of the matters in this Clause 9.3. MayAir shall exercise commercial reasonable efforts to procure the Proposed Transferee to purchase all the Tag-Along Shares and the Transferring Shares. If the Proposed Transferee declines to do so, then MayAir shall not Transfer any of the Transferring Shares to the Proposed Transferee unless and until MayAir complies again with the procedures set forth in Clause 9.2.

9.4 **Drag-along right**

- (a) In the event that MayAir is the Transferring Shareholder which proposes to Transfer any Shares to the Proposed Transferee, and the Non-transferring Shareholder elects not to exercise its Right of First Refusal pursuant to Clause 9.2 in respect of such Transfer, and PROVIDED ALWAYS THAT the purchase price for the Drag-Along Shares (as defined below) shall not be less than the Deadlock Price for the Drag-Along Shares, MayAir shall be entitled to drag the Non-transferring Shareholder to participate in such Transfer and transfer all the Shares held by the Non-transferring Shareholder, simultaneously with the Shares of MayAir ("**Drag-Along Shares**"), to the Proposed Transferee on terms

and conditions that are no less favourable than those specified in the Transfer Notice.

- (b) MayAir may exercise its right under this Clause 9.4 ("**Drag-Along Right**"), which is exercisable only if the purchase price for the Drag-Along Shares shall not be less than the Deadlock Price, by providing a written notice ("**Drag-Along Notice**") to the Non-transferring Shareholder no later than thirty (30) Business Days from the date of expiry of the ROFR Period ("**Drag-Along Period**"). Once issued, a Drag-Along Notice shall be irrevocable. MayAir shall exercise commercial reasonable efforts to procure the Proposed Transferee to purchase all the Drag-Along Shares and the Transferring Shares. If the Proposed Transferee agrees to purchase the Drag-Along Shares and the Transferring Shares, then the Non-transferring Shareholder shall comply with the Drag-Along Notice and cooperate and take all actions to ensure that all things necessary to ensure the transfer of the Drag-Along Shares are performed in an expeditious manner. If the Proposed Transferee declines to do so, then MayAir shall not Transfer any of the Transferring Shares to the Proposed Transferee.
- (c) The Non-transferring Shareholder hereby grants to MayAir an irrevocable power of attorney to execute and deliver in the name and on behalf of the Non-transferring Shareholder all such agreements, instruments and other documentation (including any written consents of the Non-transferring Shareholder) as is required to Transfer the Drag-Along Shares held by such Non-transferring Shareholder to the Proposed Transferee. MayAir shall provide notice to the Non-transferring Shareholder that sets forth the circumstances in which such power of attorney was used immediately following the exercise of the Drag-Along Right as set forth above.

9.5 **Improper Transfer**

- (a) Any attempt to Transfer any Shares not in accordance with this Agreement shall be null and void, and the Directors and Company shall not give any effect to such attempted Transfer in its records.
- (b) The Shareholders will procure that the Directors of the Company shall register any transfer of Shares which complies with the provisions of this Clause 9.

9.6 **Permitted Transfers**

The right of first refusal, tag-along right and drag-along right provisions contained in this Clause 9 shall not apply to:

- (a) Transfers of nominal shares to a Shareholder's nominee directors; provided that such nominee director has executed and delivered to the Company a declaration of trust and undertaking to return such shares to the Shareholder upon his resignation or removal from the Board;
- (b) Transfers pursuant to the buy-out provisions contained in Clause 13.4; or
- (c) Transfers by a Shareholder to a company beneficially owned by such Shareholder or together with other Shareholders, provided that:
 - (i) the transferor Shareholder must procure from such transferee entering into a deed of adherence pursuant to which the transferee agrees to be

bound by, and to observe, the provisions of this Agreement in substantially the same form as **Schedule 3**; and

- (ii) the transferor Shareholder must procure from such transferee an undertaking that it remains owned by the transferor Shareholder and/or the other Shareholders and that if it ceases to be such, its Shares must be re-transferred to the transferor Shareholder.

10. DIVIDEND POLICY

- 10.1 Subject to the requirements of relevant Applicable Laws, and unless the Parties otherwise agree in relation to any particular financial year, if any shareholders loan provided under Clause 4 are outstanding, all distributable profits of the Subsidiaries shall be distributed to their respective holding companies and, in turn, to the Company and shall be applied by the Company to repay the outstanding principal amount of and interest on any shareholder's loans granted pursuant to Clause 4.
- 10.2 Subject to the requirements of relevant Applicable Laws and the Shareholders' consent with 90% majority votes pursuant to Clause 6.1(b) above, if there are no shareholders' loans provided under Clause 4 outstanding, the Company shall, distribute by way of dividend as determined and declared by the Board from time to time *pari passu* between Shares, subject to the Company retaining sufficient working capital for its needs as contemplated in the approved Annual Budget.

11. WARRANTIES AND UNDERTAKINGS

11.1 The Parties

Each Shareholder represents and warrants to the other Shareholders that as of the date of this Agreement:

- (a) Such Party has taken all necessary action and has all requisite power and authority to enter into and perform this Agreement and the other documents referred to in it;
- (b) This Agreement and the other documents referred to in it constitute (or shall constitute when executed) valid, legal and binding obligations on such Party;
- (c) (Where it is a body corporate) such Party is an entity duly incorporated, formed, validly existing and in good standing under the Laws of its jurisdiction of incorporation or formation, with all requisite corporate or similar power and authority and all authorisations, licenses and permits necessary to own, lease and operate its business as currently conducted;
- (d) (Where it is a body corporate) such Party has full corporate or similar power and authority to execute, deliver and perform this Agreement; the execution, delivery and performance of this Agreement by such Party has been duly authorised by all necessary corporate or similar actions; this Agreement has been duly and validly executed and delivered by such Party; and this Agreement constitutes a legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, moratorium, reorganisation or similar Applicable Laws in effect which affect the enforcement of creditors' rights generally and by equitable limitations on the availability of specific remedies;

- (e) No consent, authorisation or approval of or filing or registration with any Governmental Authority or any other Person is necessary in connection with the execution, delivery and performance by such Party of this Agreement;
- (f) The execution, delivery and performance by such Party of this Agreement do not and will not: (i) violate any Applicable Law; (ii) violate any provision of the Memorandum of Association or Articles of Association (or the equivalent constitutional documents) of such Party; or (iii) violate or conflict with, result in a breach or termination of, constitute a default or give any Person any additional right (including a termination right) under, permit cancellation of, or result in or constitute a circumstance which, with or without notice or lapse of time or both, would constitute any of the foregoing under, any material contract, agreement or other arrangement to which such Shareholder is a party or by which such Party or any of its Affiliates or any of their respective assets or properties are bound;
- (g) Such Party does not have any outstanding commitments, liabilities or obligations, contractual or otherwise, which would in any material respect conflict with or impede the ability of such Party to fulfill any of such Party's obligations hereunder;
- (h) None of such Party is subject to any existing or pending or, to the knowledge of such Party, threatened litigation, suit, arbitration or other similar proceeding of material importance that relates to or may affect materially the business of the Company or that seeks or would seek to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement, to the knowledge of such Party, no such proceeding has been threatened and no action has been taken or not taken, and no event has occurred or circumstance exists, that may give rise to or serve as a basis for any such proceeding; and
- (i) Each of such Party is in compliance in all material respects with all Applicable Laws and all other Applicable Laws regarding anti-corruption, illegal payments, political contributions, gratuities and kickbacks.

11.2 On-going Compliance Generally

- (a) Subject to the Applicable Laws, each of the Parties undertakes with the others:
 - (i) to perform and observe or to procure that the Company shall at all times act in accordance with the provisions of this Agreement; and
 - (ii) to take all necessary steps to give full effect to the provisions of this Agreement.
- (b) Subject to the Applicable Laws, each Shareholder undertakes with the other Parties that it will procure that any person representing that Shareholder at a general meeting of the Company and each Director nominated by the Shareholder shall act in accordance with and give effect to the provisions of this Agreement.

11.3 Non-Compete Undertakings

- (a) Subject to Clause 11.3(b) below, each of the Continuing Shareholders warrants and undertakes to MayAir that he will not, and will procure that all companies, entities, joint venture or partnership the management of which he has Control will not, without the written consent of MayAir (which shall only be withheld to

protect the legitimate interests of the other Shareholders and the Group) at any time during the period of three (3) years **after** the relevant Continuing Shareholder ceases to be a Shareholder of the Company:-

- (i) engage in any activities in any countries in competition with the Group's Business as indicated in Clause 3.1(b) or compete or have any involvement in a business that competes with the Business as set out in Clause 3.1(b);
- (ii) induce or attempt to induce any customer of or supplier to the Business to cease or refrain from conducting business with, or to reduce the amount of business conducted with, or to vary adversely the terms upon which it conducts business with the Group, or do any other thing which is reasonably likely to have such an effect;
- (iii) either on its own account or in conjunction with or on behalf of any person, firm or company, carry on or participate or have an interest in, anywhere in the world, any business (other than any investment in any company in which it is a passive investor and has no board representation provided that such interest in the equity share capital therein does not exceed 5 per cent of the total issued equity capital of such company) of a type similar to that of the Business (or a part thereof) and/or any business which competes directly or indirectly with the Business or carry out any activities detrimental to the Business of the Group; and
- (iv) offer employment to, enter into a contract for the services of, or solicit or otherwise attempt to entice away, any employee of any member of the Group or employ or otherwise engage any person who now is or at any time during one year immediately preceding the relevant Continuing Shareholder ceases to be a shareholder of the Company may have become an employee of any member of the Group and with whom the Continuing Shareholders had contact during his said employment, whether or not such person would commit any breach of his contract of employment by reason of leaving the service of the relevant member of the Group,

each of the undertakings in this Clause is a separate and independent undertaking.

- (b) The undertakings in Clause 11.3(a) do not apply to or restrict the Continuing Shareholders' existing investments in Sum Technic Sdn. Bhd., Sum System Solution Sdn. Bhd., Micronaire Global Sdn. Bhd., and 本滤环境科技江苏有限公司 (Benew Environmental Technology Co., Ltd.*) and only on the condition that the existing businesses conducted by these companies are not identical to the business of the Group for provision of cleanroom wall and ceiling systems.
- (c) For as long as each of the Continuing Shareholders remains as a shareholder of the Company and at any time during the period of three (3) years after he ceases to be a Shareholder of the Company, such Continuing Shareholder shall not, and shall procure that none of its Affiliates shall:
 - (i) divulge or communicate to any person, except to those of the officials of the Group and/or the Company whose province is to know the same any secret confidential or private information as set out in (iii) below;

- (ii) use any secret confidential or private information as set out in (iii) below for his own purpose or for any purpose other than that of the Group, or
- (iii) through any failure to exercise all due care and diligence cause any unauthorised disclosure of any secret confidential or private information:
 - (1) relating to the dealings, organisation, business, finance, transactions or any other affairs of the Group or its clients or customers; or
 - (2) relating to the working of any process or invention which is carried on or used by any company in the Group; or
 - (3) in respect of which any company within the Group is bound by an obligation of confidence to any third party,

but so that these restrictions shall cease to apply to any information or knowledge which may (otherwise than through the default of the Continuing Shareholder or his/her associates) become available to the public generally or otherwise used or disclosed in compliance with the applicable laws, rules or regulations or as required or requested by a government authority.

- (d) Each of the Continuing Shareholders agrees that the restrictions and undertakings contained in Clause 11.3 are reasonable and that if any such restrictions or undertaking shall be found to be void or and necessary for the protection, respectively, of the Continuing Shareholders' legitimate interests in any member of the Group voidable, but would be valid and enforceable if some part or parts of the restriction or undertaking were deleted, such restriction or undertaking shall apply with such modifications as may be necessary to make it valid and enforceable. Without prejudice to the foregoing, if any restriction or undertaking in Clause 11.3 is found by any court or other competent authority to be void or unenforceable the parties to the relevant restriction or undertaking shall negotiate in good faith to replace such void or unenforceable restriction or undertaking with a valid provision, which, as far as possible, has the same legal and commercial effect as that which it replaces.

11.4 The Company's Undertakings

The Company undertakes to each of the Shareholders that it shall, and each of the Shareholders shall procure that each member of the Group shall:

- (a) keep books of account and therein make true and complete entries of all its dealings and transactions of and in relation to its Business; such books of account and all other records and documents relating to the business affairs of the member of the Group shall be open to inspection by each of the Shareholders during normal business hours and on reasonable prior notice and they shall be permitted to take copies thereof;
- (b) within three (3) months prior to the end of each calendar year, prepare an operating plan and/or Annual Budget for each operating member of the Group;
- (c) prepare such accounts in respect of each accounting period as are required by applicable legislation and procure that such accounts are prepared on a consistent basis and in accordance with generally accepted accounting

principles consistently applied and that such accounts are audited and provided to the Shareholders together with the notice convening the annual general meeting, as soon as practicable and in any event not later than four (4) months after the end of the relevant accounting period; and

- (d) keep each Shareholder informed as to its financial and business affairs and in particular shall provide each Shareholder with details of any actual or prospective material change in such affairs as soon as reasonably practicable after the occurrence of the same or as soon as reasonably practicable after such details come to the attention of management.
- (e) For the avoidance of doubt, the failure of the Company to fulfil any or all of its undertakings in this Agreement shall not be regarded as a material breach of the obligations on the part of any of the Shareholders.

12. LIMITATION ON LIABILITY AND DUTIES

12.1 Disclaimer of Duties

Notwithstanding anything to the contrary contained herein, to the fullest extent permitted under Applicable Law, if a Shareholder or Director had no reasonable cause to believe that his conduct was unlawful, it is agreed that, with respect to any vote, consent, authorisation or approval of any of the Shareholders, Directors (subject to their fiduciary duties to the Company) or their representatives pursuant to the terms of this Agreement, each Shareholder and its respective Directors (subject to their fiduciary duties to the Company) and representatives may grant or withhold such vote, consent or approval (a) in its sole and absolute discretion, (b) with or without cause, (c) subject to such condition as it shall deem appropriate, in its sole and absolute discretion, and (d) without taking into account the interests of, and without incurring liability to, the Company or any of the Group Companies, the other Shareholder, any Affiliate of the other Shareholder or their respective officers, directors, managers, owners or other representatives; provided, however, that nothing herein shall serve to eliminate any liability that a Shareholder or Director may have for any action or omission that constitutes a breach of this Agreement, fraud or a violation of the implied contractual covenant of good faith and fair dealing.

12.2 Limitation on Liability

Notwithstanding anything to the contrary contained herein, in no event shall a Party be liable to another Party hereunder or in respect of the transactions contemplated hereby for any punitive, special, indirect or consequential damages or losses or any loss of profits or revenues or loss of opportunity or business (other than such damages payable to a third party).

13. DURATION AND TERMINATION

13.1 Duration

The term of this Agreement shall extend until terminated by operation of Law, as provided in this Clause 13 or as otherwise expressly provided in this Agreement.

13.2 Termination

- (a) This Agreement shall terminate:
 - (i) upon the mutual written agreement of all the Shareholders;

- (ii) upon the liquidation or making of an order for the winding-up of the Company (other than for the purpose of reconstruction or amalgamation); or
 - (iii) if all the Shares being held beneficially by one (1) Shareholder only.
- (b) Termination of this Agreement howsoever occurring shall be without prejudice to the rights, obligations and liabilities of any Party accrued prior to the termination and such of the Clauses of this Agreement as are expressed or designed to have effect after termination shall continue to be enforceable notwithstanding termination of this Agreement.
 - (c) The provisions of this Clause 13, and Clauses 3.1, 4, 5, 6, 7, 8, 9, 11.3, 12 and 14 through 29 shall survive termination of this Agreement.
 - (d) If any Shareholder shall Transfer or sell the entirety of its Shares in accordance with Clause 9, it shall be released from its obligations under this Agreement.

13.3 Event of Default

If any of the events set out below ("**Event of Default**") shall occur in relation to any Shareholder ("**Defaulting Shareholder**"), any one of the non-defaulting Shareholders ("**Non-Defaulting Shareholder**") may declare a default by notice to the Defaulting Shareholder and to the Company in writing:

- (a) **material breach:**
if the Defaulting Shareholder breaches any material obligations under this Agreement and such breach is capable of being remedied and does not remedy the breach to the reasonable satisfaction of the Non-Defaulting Shareholders within 90 days after the date of the notice;
- (b) **misrepresentation:** if any warranty, undertaking or representation in or given by the Defaulting Shareholder under this Agreement is or becomes false, misleading or incorrect in material respects when made or deemed to be under this Agreement;
- (c) **insolvency/bankruptcy:** if (i) the Defaulting Shareholder (if it is a corporate shareholder) becomes unable to pay its debts when they are due or becomes unable to pay debts within the relevant legislation regarding insolvency of the jurisdiction in which it carries on business; or (ii) the Defaulting Shareholder (if it is an individual corporate shareholder) becomes unable to pay its debts when they are due or becomes unable to pay debts within the relevant legislation regarding bankruptcy of the jurisdiction at his main place of residence, as the case may be;
- (d) **enforcement of charge:** if any chargee enforcing any charge created over any Shares in the Company held by the Defaulting Shareholder; or
- (e) **crimes:** if the Defaulting Shareholder is convicted by a court of final judgment of any indictable crime or commits any act of fraud;
- (f) **judgement:** if the Defaulting Shareholder has a judgement (whether civil or criminal) entered or finding made against him relating to fraud or dishonesty; or

- (g) **distress:** if the Defaulting Shareholder is subject to a distress, sequestration, execution, attachment or garnishee which is levied or enforced against him/his property, undertaking or revenues and is not discharged within ten (10) calendar days.

13.4 Consequences of an Event of Default

- (a) If a Non-Defaulting Shareholder shall serve a notice of Event of Default under Clause 13.3, all Non-Defaulting Shareholders shall, without prejudice to any other rights and remedies which the Non-Defaulting Shareholders may have at law or otherwise, be entitled to purchase the Defaulting Shareholder's Shares pro-rata to each of the Non-Defaulting Shareholders' existing shareholding at the Deadlock Price.
- (b) The Non-Defaulting Shareholders may exercise its option to purchase the Shares referred to in Clause 13.4(a) by giving notice to the Defaulting Shareholder within 15 days after the date of service of the notice of termination under Clause 13.3 (the Non-Defaulting Shareholders exercising such option, "**Exercising Shareholders**").
- (c) Completion of the sale and purchase of the Shares under this Clause 13.4 shall take place at the registered office of the Company on the date falling 30 days after the date of service of the notice of termination under Clause 13.3 or such other date as the Defaulting Shareholder and the Exercising Shareholders may agree.
- (d) On completion, the Defaulting Shareholder shall deliver to the Exercising Shareholders:
 - (i) a duly executed instrument of transfer in favour of the Exercising Shareholders or as it may direct;
 - (ii) Documentary proof evidencing that the original share certificates in respect of the Defaulting Shareholder's Shares that will be acquired by the Exercising Shareholders has been cancelled;
 - (iii) Original share certificate(s) in respect of the Defaulting Shareholder's Shares issued in the name of the Exercising Shareholders;
 - (iv) A certified true copy of the register of members of the Company that list the Exercising Shareholders as the holder of the Defaulting Shareholder's Shares;
 - (v) a duly executed power of attorney or other authorities (if any) under which the instrument of transfer in respect of the Defaulting Shareholder's Shares to effect the transfer of such Shares;
 - (vi) any other document which may be required to enable the Exercising Shareholder to obtain the effective transfer of the Defaulting Shareholder's Shares to it and to be registered as the holder thereof; and
 - (vii) duly executed assignment(s) (in such form and substance as may be acceptable to the Exercising Shareholders) of any Shareholders' loan made to the Group by the Defaulting Shareholder and/or its related corporations for the time being outstanding,

which said resignation shall take effect on the date of completion of the transfer of Shares in accordance with this Clause 13.4.

- (e) On completion and against compliance with Clause 13.4(d), the Exercising Shareholders shall pay:
 - (i) the purchase price for the relevant number of the Shares held by the Defaulting Shareholder to be purchased by it payable by way of electronic remittance in RMB equivalent amount in the PRC (or such other currency as agreed between the relevant parties) into such bank accounts to be informed by the Defaulting Shareholder or in such other manner as agreed by the Defaulting Shareholder and the Exercising Shareholder in writing; and
 - (ii) the consideration for the assignment of the outstanding Shareholders' loan.
- (f) If the Defaulting Shareholder fails to complete a transfer of Shares as required under this Clause 13.4, the Company is irrevocably authorised to appoint any person they nominate for the purpose as agent to transfer the Shares on the Defaulting Shareholder's behalf and to do anything else that the Company may reasonably require to complete the transfer, and the Company may receive the purchase price in trust for the Defaulting Shareholder (without any obligation to pay interest), giving a receipt that shall discharge the Company.

14. CONFIDENTIALITY

14.1 Each Shareholder undertakes to the other and to the Company that it will not, and will procure that its respective officers, employees, agents, subsidiaries and other persons which it controls and the respective officers, employees and agents of each such person will not, during the period of this Agreement and after its termination (for whatever reason), without the prior written consent of the other Parties:

- (a) use or divulge to any person, or publish or disclose or permit to be published or disclosed, any secret or confidential information relating to the Company or any member of the Group or the other Shareholder which it has received or obtained, or may receive or obtain (whether or not, in the case of documents, they are marked as confidential); and/or
- (b) other than as required by the Company, retain, duplicate or remove from the premises of the Company or any member of the Group information relating to the Company or any member of the Group or the other Shareholder in whatever form (whether written or recorded in some other form) which is supplied by the Company or any Group Company or the other Shareholder to it or which comes to its notice during the period of this Agreement,

PROVIDED THAT the obligations of this Clause shall not apply to:

- (i) the disclosure of information which the recipient can reasonably demonstrate is in the public domain through no fault of its own;
- (ii) the disclosure of information where the disclosure is required by law, pursuant to a court order or by any recognised stock exchange or governmental or other regulatory body or authorities, PROVIDED THAT prior to disclosure of information under this subclause (ii) and to the extent permissible by law, the

Party concerned shall promptly notify the other Parties of such requirement and provide the other Parties with the opportunity to contest any such disclosure provided that the other Parties shall not unreasonably delay any such actions;

- (iii) the disclosure of information in confidence to any professional adviser to any of the Parties for the purposes of obtaining advice or assistance in connection with its obligations or rights, or the obligations or rights of any other Shareholder, the Company or any member of the Group hereunder; or
- (iv) the disclosure of information in confidence to or by any adviser to any of the Parties for the purposes of giving or obtaining advice or acting on behalf of the relevant Party in connection with a matter where disclosure of information is permitted pursuant to the provisions hereof; or
- (v) the disclosure of information which is disclosed by any Party to a potential purchaser of all or any of its Shares which is not a competitor of the Company or any member of the Group and which has entered into obligations of confidentiality in favour of the Company and the member of the Group which are no less favourable to the Company, the Group Companies than those contained in this Clause.

14.2 For the purposes of this Clause 14, "information" includes, without limitation, the following:

- (a) information concerning the affairs or property of the Company or any member of the Group or the other Shareholder or any business property or transaction in which the Company or any member of the Group or the other Shareholder may be or may have been concerned or interested;
- (b) the names and addresses of any client, customer or supplier of the Company or any member of the Group or the other Shareholder;
- (c) information on the terms of this Agreement; and
- (d) information relating to the business methods of the Company or any member of the Group or the other Shareholders.

14.3 The restrictions contained in this Clause 14 shall be terminated upon the termination of this Agreement.

15. NOTICES

15.1 In Writing and Methods of Delivery

Every notice or communication under this Agreement must be in writing and may, without prejudice to any other form of delivery, be delivered personally or sent by post or transmitted by email.

15.2 Authorised Addresses and Numbers

- (a) Any notice required to be given by any Party to any other Party shall be deemed validly served by hand delivery or by prepaid registered letter sent through the post (airmail if to any overseas address) to such address as may from time to time be notified for this purpose or by email to such email address as may from time to time be notified for this purpose, subject to Clause 15.4.

- (b) Subject to Clause 15.3, the authorised address and email of each Party, for the purpose of Clause 15, are as follows:

if to MayAir, to:

MayAir Technology (China) Co., Ltd.

Address: No. 101, Lanxia Road, Moling Sub-district, Jiangning District, Nanjing City, Jiangsu Province, the PRC 211111

Attention: Mr. Yap Wee Keong

Email: weekeong.yap@mayairgroup.com

If to Mr. Ng, to:

Ng Yew Sum

Address: 2A, Jalan PJU 1A/36, Ara Damansara, 47301 Petaling Jaya, Selangor, Malaysia

Email: ysng@channelsystemsasia.com.my

if to Mr. Law, to:

Law Eng Hock

Address: A-15-06, Residensi KM1, Jalan Jalil Perkasa 1, Bukit Jalil, 57000 Kuala Lumpur, Malaysia

Email: law@channelsystems.com.cn

if to Mr. Chin, to:

Chin Sze Kee

Address: 30, Jalan Tun Teja 35/12 Alam Impian, 40470 Shah Alam, Selangor, Malaysia

Email: skchin@micronasia.com.my

if to Mr. Luah, to:

Luah Kok Lam

Address: 24 Jalan Maya 3/5, Horizon Hill, 79100 Iskandar Puteri, Johor, Malaysia

Email: michaelluah@channelsystemsasia.com.my

if to the Company, to:

MayAir HK Holdings Limited

Address: 27/F, Alexandra House, 18 Chater Road, Central, Hong Kong

Attention: Yap Wee Keong

Email: weekeong.yap@mayairgroup.com

15.3 Notification of Changes

No change in any of the particulars set out in Clause 15.2(c) will be effective against a Party until it has been notified to that Party in writing.

15.4 Deemed Giving of Notice and Receipt

A notice or communication will be deemed to have been duly given and received:

- (a) on personal delivery to any director or the secretary of an addressee or on a Business Day to a place for the receipt of letters at that addressee's authorised address;
- (b) in the case of posting, where the addressee's authorised address is in the same country as the country of posting, at 10.00 a.m. (local time at the place where the address is located) on the second Business Day after the day of posting;
- (c) in the case of posting, where the addressee's authorised address is not in the same country as the country of posting, at 10.00 a.m. (local time at the place where that address is located) on the fifth Business Day after the day of posting;
- (d) in the case of email, at the time the email communication was sent, provided that no delivery failure message is received.

16. MUTUAL COOPERATION

16.1 Each of the Parties shall do and execute or procure to be done and executed all such acts, deeds, documents and things as may be within its power including, in relation to the Shareholders, (without prejudice to the generality of the foregoing) the passing of resolutions (whether by the Board of the Company or in general meeting of the Company) to give full effect to this Agreement and to procure that all provisions of this Agreement are observed and performed.

16.2 Each of the Shareholders acknowledges and agrees with the other that:-

- (a) this Agreement is entered into between them and will be performed by each of them in a spirit of mutual co-operation, trust and confidence and that it will use all means reasonably available to it (including its voting power, whether direct or indirect, in relation to the Company) to give effect to the objectives of this Agreement and to ensure compliance by the Company with its obligations; and
- (b) their intention is to operate the Group and the Business with mutual respect and in the spirit of a joint partnership (without imposing on them any duties or liabilities under any partnership, company or similar law save as provided for in this Agreement), acting in the best interest of the Company and to address, by using all reasonable commercial endeavours, the concerns that may be raised from time to time by the other Shareholder.

17. EFFECTIVENESS OF AGREEMENT

This Agreement shall be effective on the Effective Date.

18. ENTIRE AGREEMENT

This Agreement (together with any documents referred to herein) constitutes the whole agreement between the Parties and supersedes any previous agreements, arrangements or understandings between them or between the Shareholders relating to the subject matter hereof. Each of the Parties acknowledges that it is not relying on any statements, warranties or representations given or made by any of them relating to the subject matter hereof, save as expressly set out in this Agreement.

19. NO WAIVER

No failure or delay by a Party to exercise any right under this Agreement or otherwise shall operate as a waiver of that right or any other right nor shall any single or partial exercise of any such right preclude any other or further exercise of that right or the exercise of any other right.

20. SEVERANCE

If any provision of this Agreement is not or ceases to be legal, valid, binding and enforceable under the law of any jurisdiction, neither the legality, validity, binding effect or enforceability of the remaining provisions under that law nor the legality, validity, binding effect or enforceability of that provision under the law of any other jurisdiction shall be affected.

21. AMENDMENTS

No amendment to this Agreement shall be effective unless in writing and executed by all the Parties.

22. AGREEMENT TO PREVAIL; NO FETTER ON COMPANY

Despite anything in this Agreement which may be capable of being construed to the contrary, the Company is a party to this Agreement solely to confirm that it is aware of and will (to the extent it can do so) comply with and observe the terms of this Agreement. Accordingly and notwithstanding any other provision in this Agreement, any provision herein that expressly or impliedly purports to bind the Company in a manner which constitutes an unlawful fetter on its statutory powers shall not be construed to have such effect, and the Company shall be deemed to be excluded from such provision, provided that such provision (for the avoidance of doubt, including any provision under which the Company would purportedly have been jointly and severally liable with any other Party, but for this Clause 21) shall continue to apply in full force and effect in respect of any other Party which it expressly or impliedly binds.

23. COUNTERPARTS

This Agreement may be executed in any number of counterparts and by different Parties on separate counterparts, each of which is an original but, together, they constitute one and the same agreement.

24. SUCCESSORS

This Agreement is binding on the successors of each Party.

25. ASSIGNMENT

No Party may assign or transfer any of the rights or obligations of that Party under this Agreement except that a Shareholder may assign its rights and obligations under this Agreement in accordance with a transfer of Shares permitted under Clause 9.

26. EXPENSES

26.1 Except as expressly set forth otherwise herein, each Party shall be responsible for its own legal and other expenses incurred in the negotiation, preparation and completion of this Agreement and any other relevant documents.

- 26.2 Each Shareholder shall be responsible for its own share of the stamp duty and adjudication fee chargeable (if any), payable or assessed in relation to any Transfers of the Shares.
- 26.3 Each Shareholder shall be responsible for all taxes (including any withholding tax) under any applicable laws and arising as a result of or in connection with any Transfers of the Shares.

27. LAW AND JURISDICTION

27.1 Hong Kong Law

This Agreement is governed by and shall be construed in accordance with the laws of Hong Kong, without regard to the principles of choice of law or conflicts or law of any jurisdiction.

27.2 Dispute resolution

Any dispute arising out of or in connection with or under this Agreement, including any question regarding its existence, validity or termination (the “**Dispute**”) shall be resolved in accordance with the procedure in Clause 27.2.

- (a) The Party raising any Dispute shall first serve written notice of the Dispute to the other Parties (“**Dispute Notice**”). Within seven (7) days of the service of a Dispute Notice, one (1) authorised representative of each Party shall seek to resolve the Dispute through good faith negotiations. If the Dispute has not been resolved within thirty (30) days of service of the Dispute Notice, either Party shall be entitled to refer the Dispute to arbitration in accordance with the remaining provisions of Clause 27.2. Notwithstanding the foregoing, nothing in this Agreement shall prevent or delay any Party from commencing arbitration proceedings under the remaining provisions of Clause 27.2 in relation to any Dispute in which that Party seeks interim or emergency relief.
- (b) Any Dispute which is not resolved in accordance with Clause 27.2(a) above shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre (“**HKIAC**”) in accordance with the HKIAC Administered Arbitration Rules for the time being in force when the Notice of Arbitration is submitted, which rules are deemed to be incorporated by reference to this clause. In any arbitration commenced pursuant to this clause, the number of arbitrator shall be one (1) and the arbitration proceedings shall be conducted in English, and the seat of the arbitration shall be Hong Kong. Except as otherwise provided in the HKIAC Administered Arbitration Rules, any decision of the arbitrator in any matter within this Clause 27 will be final, binding and incontestable and may be used as a basis for enforcement thereon in Hong Kong or elsewhere. The arbitrator will be entitled to include in its decision a determination as to the payment of the costs and expenses of the arbitrator, the administrative costs of the arbitrator, the legal fees incurred by the Parties, the costs and expenses of witnesses and all other costs and expenses necessarily incurred in the opinion of the arbitrator in order to properly settle the Dispute.

27.3 Process Agent

- (a) Each of the Continuing Shareholders hereby appoints Channel Systems International Limited of 6th Floor, Alexandra House, 18 Chater Road, Central, Hong Kong as their agent to receive and acknowledge on their behalf service of any writ, summons, order, judgment or other notice of legal process in Hong Kong. If for any reason that person (or its successor) no longer serves as agent of the

Continuing Shareholders for this purpose, the Continuing Shareholders shall promptly appoint a successor agent and notify MayAir. Each of the Continuing Parties agrees that it shall provide 14 days prior notice to MayAir and the other Continuing Shareholders if there is a change of his process agent including the name and Hong Kong address of the new process agent appointed. The Continuing Shareholders agree that any such legal process shall be sufficiently served on them if delivered to such agent for service at their address for the time being in Hong Kong whether or not such agent gives notice thereof to the Continuing Shareholders.

- (b) MayAir hereby appoints the Company of 27th Floor, Alexandra House, 18 Chater Road, Central, Hong Kong as its agent to receive and acknowledge on their behalf service of any writ, summons, order, judgment or other notice of legal process in Hong Kong. If for any reason that person (or its successor) no longer serves as agent of MayAir for this purpose, MayAir shall promptly appoint a successor agent and notify the Continuing Shareholders. MayAir agrees that it shall provide 14 days prior notice to the Continuing Shareholders if there is a change of his process agent including the name and Hong Kong address of the new process agent appointed. MayAir agrees that any such legal process shall be sufficiently served on them if delivered to such agent for service at their address for the time being in Hong Kong whether or not such agent gives notice thereof to MayAir.

28. NO PARTNERSHIP

Nothing in this Agreement shall be deemed to constitute a partnership between the Shareholders nor constitute any Party the agent of any other Party for any purpose and save as expressly agreed herein none of the Parties shall have any authority to bind or commit any other Party.

29. RIGHTS OF THIRD PARTIES

No person other than the Parties shall have any rights 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.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, MayAir, the Continuing Shareholders and the Company have entered into this Shareholders' Agreement on the date and year first above written.

SIGNED by **YAP WEE KEONG**
for and on behalf of
MAYAIR TECHNOLOGY (CHINA) CO., LTD.
in the presence of:-

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)
)
)



Signatory name: YAP WEE KEONG
Designation: Director



Witness name: CHIN KIM FA
Designation: CFO

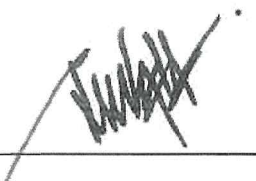

SIGNED, SEALED and DELIVERED by
NG YEW SUM
in the presence of:-



Witness name: **NG JUN JIE**
Designation: **FINANCE MANAGER**



**SIGNED, SEALED and DELIVERED by
LAW ENG HOCK**
in the presence of:-

) 
)
) 

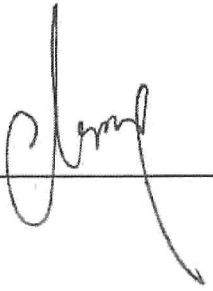


Witness name: *Harkono Liu*
Designation: *Ass. General Manager*

SIGNED, SEALED and DELIVERED by
CHIN SZE KEE
in the presence of:-



Witness name: *NG JUN JIE*
Designation: *FINANCE MANAGER*

)
)
)




SIGNED, SEALED and DELIVERED by
LUAH KOK LAM
in the presence of:-



Witness name: **NG JIM JIE**
Designation: **FINANCE MANAGER**

)
)
)





SIGNED by **CHIN KIM FA**
for and on behalf of
MAYAIR HK HOLDINGS LIMITED
in the presence of:-



Witness name:
Designation:

Tan Chia Ching
Solicitor
Howse Williams
27/F Alexandra House
18 Chater Road
Central
Hong Kong SAR

)
)
) 
)

Signatory name:
Designation:

SCHEDULE 1

A. DETAILS OF THE COMPANY

1. Company name : MayAir HK Holdings Limited
2. Place of incorporation : Hong Kong
3. Company number : 76976316
4. Incorporation date : 23 August 2024
5. Registered office : 27/F, Alexandra House, 18 Chater Road, Central, Hong Kong
6. Principal place of business : Hong Kong
7. Issued share capital : HK\$110,632,637.50 divided into 1,462 ordinary shares
8. Directors :
 - (i) Yap Wee Keong
 - (ii) Chin Kim Fa
 - (iii) Ng Yew Sum
9. Registered shareholders :

Shareholder on Record	Number of issued shares	% shareholding
MayAir Technology Co., Ltd.	1,993	68.39%
Ng Yew Sum	708	24.29%
Law Eng Hock	125	4.29%
Chin Sze Kee	77	2.65%
Luah Kok Lam	11	0.38%

B. DETAILS OF GROUP COMPANIES

CM Hi-Tech Cleanroom Limited

1. Company name : CM Hi-Tech Cleanroom Limited
捷芯隆高科潔淨系統有限公司
(Formally known as Channel Micron Holdings Company Limited 捷心隆控股有限公司)
2. Place of incorporation : Cayman Islands
3. Company number : 352413
4. Incorporation date : 11 June 2019
5. Registered office : Cricket Square, Hutchins Drive, PO Box 2681, Grand Cayman KY1-1111, Cayman Islands

6. Principal place of business : Malaysia: Lot P.T. 14274, Jalan SU8, Persiaran Tengku Ampuan, 40400 Shah Alam, Selangor Darul Ehsan, Malaysia
Hong Kong: 5/F, Manulife Place, 348 Kwun Tong Road, Kowloon, Hong Kong
7. Issued share capital : HK\$14,000,000 divided into 1,400,000,000 ordinary shares of HK\$0.01 each
8. Directors : Mr. Ng Yew Sum
Mr. Chin Sze Kee
Mr. Law Eng Hock
Mr. Ng Seng Leong
Mr. Wu Chun Sing
Mr. Martin Giles Manen
9. Registered shareholders :

Shareholders on Record	Number of issued shares	% shareholding
Executive Directors		
Ng Yew Sum	340,028,550	24.29
Law Eng Hock	60,040,050	4.29
Chin Sze Kee	37,091,850	2.65
Sub-total	437,160,450	31.23
Other shareholders		
Francis Chia Mong Tet	150,803,100	10.77
Chang Chin Sia	40,019,750	2.86
Ng Boon Hock	54,129,750	3.86
Yap Chui Fan	37,911,600	2.71
Lim Kai Seng	36,877,050	2.63
Loh Wei Loon	5,106,950	0.36
Phang Chee Kin	6,466,950	0.36
Luah Kok Lam	5,366,100	0.38
Sub-total	437,160,450	23.93
Total	773,841,700	55.16

Channel Micron International Limited

1. Company name : Channel Micron International Limited
2. Place of incorporation : BVI
3. Company number : 2015147
4. Incorporation date : 12 June 2019
5. Registered office : Commerce House, Wickhams Cay 1, P.O. Box 3140, Road Town, Tortola, VG1110, BVI

6. Principal place of business : -
7. Issued share capital : HK\$4 divided into 4 ordinary shares of HK\$1 per each
8. Directors : Mr. Law Eng Hock
Mr. Ng Yew Sum
Mr. Chia Francis Mong Tet
Mr. Chin Sze Kee
9. Registered shareholders :

Shareholder on Record	Number of issued shares	% shareholding
CM Hi-Tech Cleanroom Limited	4	100.0%

Channel Systems Asia Sdn. Bhd.

1. Company name : Channel Systems Asia Sdn. Bhd.
2. Place of incorporation : Malaysia
3. Company number : 479759-P
4. Incorporation date : 25 March 1999
5. Registered office : 38, Tingkat 2, Jalan Dato Bandar Tunggal, Seremban, Negeri Sembilan, Malaysia
6. Principal place of business : Lot P.T. 14274, Jalan SU 8, Persiaran Tengku Ampuan, 40400 Shah Alam, Selangor, Malaysia
7. Issued share capital : RM5,000,000 divided into 5,000,000 ordinary shares
8. Directors : Mr. Ng Yew Sum
Mr. Peter Wayne Borris
Mr. Douglas Frederick Bockmiller
Mr. Francis Chia Mong Tet
9. Registered shareholders :

Shareholder on Record	Number of issued shares	% shareholding
Channel Micron International Limited	5,000,000	100.0%

Channel Systems International Limited

1. Company name : Channel Systems International Limited
(捷能系統國際有限公司)

2. Place of incorporation : Hong Kong
3. Company number : 70866373
4. Incorporation date : 21 June 2019
5. Registered office : 6th Floor, Alexandra House, 18 Chater Road, Central, Hong Kong
6. Principal place of business : -
7. Issued share capital : HK\$49,852,701.10 comprising 2 shares
8. Directors : Mr. Ng Yew Sum
Mr. Francis Chia Mong Tet
9. Registered shareholders :

Shareholder on Record	Number of issued shares	% shareholding
Channel Micron International Limited	2	100.0%

Channel Systems (Shanghai) Co. Ltd.

1. Company name : Channel Systems (Shanghai) Co. Ltd.* (捷能系統建材(上海)有限公司)
2. Place of incorporation : The PRC
3. Company number : 913101157585697270
4. Incorporation date : 18 February 2004
5. Registered office : No. 1 Factory Building, Zone B, No.6999 Chuansha Road, Pudong New Area, Shanghai, The PRC
上海市浦东新区川路 6999 号 B 区 1 号厂房
6. Principal place of business : B1, No. 6999, Chuansha Rd, Pudong New Area, Shanghai, PRC 201202
7. Issued share capital : USD3,850,000
8. Directors : Ng Yew Sum
Peter Wayne Borris
Francis Chia Mong Tet
Douglas Frederick Bockmiller
9. Supervisor : Hartono Liu Chan Ong
10. Registered shareholders :

Shareholder on Record	Number of issued shares	% shareholding
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Channel Systems International Limited	3,850,000	100.0%
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CSA Technic Sdn. Bhd.

1. Company name : CSA Technic Sdn. Bhd.
2. Place of incorporation : Malaysia
3. Company number : 1156549-H
4. Incorporation date : 24 August 2015
5. Registered office : 38 Tingkat 2, Jalan Dato Bandar Tunggal, Seremban, Negeri Sembilan, Malaysia
6. Principal place of business : Lot P.T. 14274, Jalan SU 8, Persiaran Tengku Ampuan, 40400 Shah Alam, Selangor, Malaysia
7. Issued share capital : RM1,200,000 divided into 1,200,000 ordinary shares
8. Directors : Mr. Ng Yew Sum
Mr. Peter Wayne Borris
Mr. Douglas Frederick Bockmiller
Mr. Hee Kok Hiong
9. Registered shareholders :

Shareholder on Record	Number of issued shares	% shareholding
Channel Systems Asia Sdn. Bhd.	1,200,000	100.0%

Max Micron Precision Sdn. Bhd.

1. Company name : Max Micron Precision Sdn. Bhd.
2. Place of incorporation : Malaysia
3. Company number : 1009903-D
4. Incorporation date : 13 July 2012
5. Registered office : 38 Tingkat 2, Jalan Dato Bandar Tunggal, Seremban, Negeri Sembilan, Malaysia
6. Principal place of business : Lot P.T. 14274, Jalan SU 8, Persiaran Tengku Ampuan, 40400 Shah Alam, Selangor, Malaysia
7. Issued share capital : RM300,000 divided into 300,000 ordinary shares
8. Directors : Mr. Ng Yew Sum
Mr. Chin Sze Kee
9. Registered shareholders :

Shareholder on Record	Number of issued shares	% shareholding
Micron (M) Sdn. Bhd.	300,000	100.0%

Micron Cleanroom (Philippines), Inc.

1. Company name : Micron Cleanroom (Philippines), Inc.
2. Place of incorporation : Philippines
3. Company number : CS200901941
4. Incorporation date : 12 February 2009
5. Registered office : Unit 906, Page 1 Building, Acacia Ave, Madrigal Business Park, Ayala Alabang, Muntinlupa City
6. Principal place of business : Unit 906, Page 1 Building, Acacia Ave, Madrigal Business Park, Ayala Alabang, Muntinlupa City
7. Issued share capital : PHP9,490,000 divided into 9,490,000 ordinary shares
8. Directors : Mr. Ng Yew Sum
Mr. Francis Chia Mong Tet
Mr. Chin Sze Kee
Mr. Ng Jun Jie
Mr. Florentino Philip A. Pineda
9. Registered shareholders :

Shareholder on Record	Number of issued shares	% shareholding
Micron (M) Sdn. Bhd.	9,485,000	99.95%
Ng Yew Sum	1,000	0.01%
Francis Chia Mong Tet	1,000	0.01%
Chin Sze Kee	1,000	0.01%
Ng Jun Jie	1,000	0.01%
Florentino Philip A. Pineda	1,000	0.01%

Micron (M) Sdn. Bhd

1. Company name : Micron (M) Sdn. Bhd
2. Place of incorporation : Malaysia
3. Company number : 183307-X
4. Incorporation date : 19 June 1989
5. Registered office : 38 Tingkat 2, Jalan Dato Bandar Tunggal, Seremban, Negeri Sembilan, Malaysia

6. Principal place of business : Lot P.T. 14274, Jalan SU 8, Persiaran Tengku Ampuan, 40400 Shah Alam, Selangor, Malaysia
7. Issued share capital : RM568,000 divided into 568,000 ordinary shares
8. Directors : Mr. Ng Yew Sum
Mr. Chin Sze Kee
9. Registered shareholders :

Shareholder on Record	Number of issued shares	% shareholding
Channel Micron International Limited	568,000	100.0%

Micron Technology (M) Sdn. Bhd.

1. Company name : Micron Technology (M) Sdn. Bhd.
2. Place of incorporation : Malaysia
3. Company number : 360844-W
4. Incorporation date : 25 September 1995
5. Registered office : 38 Tingkat 2, Jalan Dato Bandar Tunggal, Seremban, Negeri Sembilan, Malaysia
6. Principal place of business : Lot P.T. 14274, Jalan SU 8, Persiaran Tengku Ampuan, 40400 Shah Alam, Selangor, Malaysia
7. Issued share capital : RM1,650,000 divided into 1,650,000 ordinary shares
8. Directors : Mr. Ng Yew Sum
Mr. Chin Sze Kee
9. Registered shareholders :

Shareholder on Record	Number of issued shares	% shareholding
Micron (M) Sdn Bhd	1,650,000	100.0%

Channel CR Material (Shanghai) Co. Ltd

1. Company name : Channel CR Material (Shanghai) Co. Ltd.*
(捷能新型建材(上海)有限公司)
2. Place of incorporation : The PRC
3. Company number : 91310115MA1H92YB57
4. Incorporation date : 20 June 2017

5. Registered office : Room 101, 1st Floor, Building 24, No.6999 Chuansha Road, Pudong New Area, Shanghai, The PRC 上海市浦东新区川沙路 6999 号 24 幢一层 101 室
6. Principal place of business : B1, No. 6999, Chuansha Rd, Pudong New Area, Shanghai, PRC 201202
7. Issued share capital : RMB2,000,000
8. Directors : Law Eng Hock
Ng Yew Sum
9. Supervisor : Hartono Liu Chan Ong
10. Registered shareholders :

Shareholder on Record	Number of issued shares	% shareholding
Channel Systems (Shanghai)	2,000,000	100%

SCHEDULE 2

RESERVED MATTERS

Part A - Matters requiring approval by a unanimous affirmative vote of the Board of Directors of the Company under Clause 6.1 (a)

Unless the context otherwise requires the following Reserved Matters shall include any such matters in relation to any of the Company or any member of the Group and references to "such entity" shall be deemed to be a reference to each of the Company and each member of the Group:

- (a) Making any borrowing other than borrowings from its bankers agreed in the Company's approved Annual Budget;
- (b) Making any material changes to the Annual Budget, which, for the avoidance of doubt, shall not include any changes or updates to the Annual Budget throughout the Financial Year which, in the periodic reporting against the Annual Budget, reflect or relate to either:
 - (i) an increased level of expenditure in proportion to any increased revenue performance over the previously budgeted revenue and which has been approved by the Board as part of the review of such reports; or
 - (ii) an increased level of expenditure or action reasonably taken in response to events outside of the control of the Group which require a timely response with the aim of minimising the adverse effect of those events on the business of any of the Group Companies, so long as before such action is taken, consent is first sought from MayAir (such consent not to be unreasonably withheld or delayed and in any event, to be given within two (2) Business Days or otherwise deemed to be given on expiry of such period in the absence of any response);
- (c) Altering any mandate given to the Company's bankers relating to any matter concerning the operation of the Company's bank accounts, or change in the signatories of the Company's bank accounts, or the opening or closing of any bank account of the Company;
- (d) Appointing any agent or other intermediary to conduct any of the Group's Business;
- (e) Giving notice of termination of any arrangements, contracts or transactions which involves an amount not less than HK\$1,000,000 or its equivalent and which are material in the nature of the Group's Business, or materially varying any such arrangements, contracts or transactions;
- (f) Dismissing any single director, officer or employee in circumstances in which the Group incurs or agrees to bear redundancy or other termination costs in excess of HK\$300,000 or its equivalent in total;
- (g) Agreeing to remunerate or entering into or varying any contract of employment providing for the payment of remuneration (by payment of fees, the provision of benefits-in-kind, pension and other benefits or otherwise) any single director or officer of, or consultant or any staff to, the Group at a rate in excess of HK\$500,000 or its equivalent per annum but below HK\$2,000,000 or its equivalent per annum or increasing the remuneration of any such single person to a rate up to HK\$300,000 or its equivalent per annum;

- (h) Making or permitting to be made any change in the accounting policies and principles adopted by the Group in the preparation of its audited and management accounts except as may be required to ensure compliance with relevant accounting standards under generally accepted accounting principles in Hong Kong, the PRC, Malaysia or the Philippines;
- (i) Making any loan (otherwise than by way of deposit with a bank or other institution the normal business of which includes the acceptance of deposits or in the ordinary course of business) or granting any credit (other than in the normal course of trading) or giving any guarantee (other than in the normal course of trading) or indemnity;
- (j) The incurring by the Company of any capital and operating expenditure, other than as approved in the Annual Budget up to HK\$2,000,000 or its equivalent in any twelve (12)-month period;
- (k) Long term agreements covering a period of more than one (1) year, including tenancy agreement for business premise of the Company;
- (l) Approval of financial statements and directors' reports to be submitted to the general meeting of the Company;
- (m) The appointment of company secretaries of the Company; or
- (n) Entering into any related party transactions with any directors or key management of Group Companies and/or Shareholders for inclusion in the Company's approved Annual Budget.

**Part B - Matters for which a prior 90% majority consent of
Shareholders entitled to vote in general meeting
as required under Clause 6.1 (b)**

Unless expressly otherwise specified the following Reserved Matters shall include any such matters in relation the Company or any member of the Group and references to "such entity" shall be deemed to be a reference to the Company and each member of the Group:

- (a) Permitting the registration of any person as a shareholder of the Company other than any permitted transferees; or the sale or transfer of any Shares to any person not being an existing Shareholder of the Company;
- (b) Approving Annual Budget or Business Plan (if any) and making any material changes to the agreed Annual Budget or Business Plan (if any), which, for the avoidance of doubt, shall not include any changes or updates to the Annual Budget or Business Plan (if any) throughout the Financial Year which, in the periodic reporting against the Annual Budget or Business Plan (if any),
- (c) Entering into or varying any arrangement, contract or transaction outside the normal course of the Group's Business or related party transaction (being any transaction between the Company on the one side and any member of or party connected to a Party on the other) or otherwise than on arm's length terms;
- (d) Factoring or assigning any of the book debts of the Group;
- (e) Establishing or amending any pension scheme or granting any pension rights to any director, officer, employee, former director, officer or employee, or any member of any such person's family;
- (f) Agreeing to remunerate or entering into or varying any contract of employment providing for the payment of remuneration (by payment of fees, the provision of benefits-in-kind, pension and other benefits or otherwise) any single director or officer of, or consultant or any staff to, the Group at a rate in excess of HK\$2,000,000 or its equivalent per annum or increasing the remuneration of any such single person to a rate in excess of HK\$300,000 or its equivalent per annum;
- (g) Instituting legal proceedings, or settling or compromising any legal proceedings (other than debt recovery proceedings in the ordinary course of business) instituted or threatened against the Group with a value (costs inclusive) exceeding of HK\$200,000 or its equivalent, or submitting to arbitration or alternative dispute resolution any dispute involving the Group;
- (h) Making any agreement with any revenue or tax authorities or making any claim, disclaimer, election or consent exceeding HK\$200,000 or its equivalent for tax purposes in relation to the Group or its business;
- (i) Changing the auditors of any members of the Group or its Financial Year end;
- (j) Forming any subsidiary or acquiring shares in any other company or participating in any partnership or joint venture (incorporated or not);
- (k) Any investment in, leasing, licensing or acquisition or disposition of material assets, properties or businesses or business undertaking of the Company, whether by a single transaction or series of transactions related or not (otherwise than in the ordinary course

of the Company's business) exceeding HK\$500,000 or its equivalent per transaction or such transaction which would have a material change in the Business;

- (l) Declaring or paying any dividend (including interim dividends), or making any other distribution (by way of capitalisation, repayment or in any other manner) out of the Company's distributable profits or any of its reserves;
- (m) The incurring by the Company of any capital and operating expenditure, other than as approved in the Annual Budget, which exceeds an aggregate of HK\$2,000,000 or its equivalent in any 12-month period;
- (n) Exercise of the Company's lien or forfeiture rights of any share under the Constitution;
- (o) Any variation of such entity's deed of establishment or articles of association or other constitutional documents, other than a variation to make them consistent with the provisions of this Agreement or the rights attaching to any of its shares;
- (p) Increasing or reducing the amount of the Company's issued share capital except as provided in this Agreement, granting any option or other interest (in the form of convertible securities or in any other form) over or in its share capital, redeeming or purchasing any of its own shares or effecting any other reorganisation of its share capital;
- (q) Issuing any loan capital in the Company or entering into any commitment with any person with respect to the issue of any loan capital;
- (r) Except as may be otherwise provided for in this Agreement, (including but not limited to the provisions stipulated in Clause 9), any proposal recommending the conversion of the Company into a public company whether accompanied by any proposed admission or otherwise of any of the Shares or debt securities to the official list of any stock exchange or market or the entering into of any agreement to sell the Company;
- (s) Passing of any resolution by such entity for the liquidation or winding up of such entity, or to undertake any amalgamation, merger, reorganisation, reconstruction or consolidation (including debt restructuring) involving the Company or any subsidiary or associated companies, or the taking of any step by such entity or its shareholders for the appointment of a receiver, receiver and manager, judicial manager or like officer or the presentation of any petition or passing of any resolution to put such entity into administration or for the winding up of such entity;
- (t) Any material change in the nature of Group's business as carried on from time to time or the commencement of any new business not being ancillary or incidental to the Business; or
- (u) Any merger, acquisition, consolidation or reorganisation of the Group Company or amalgamating or merging with any other company or business undertaking;
- (v) Creating or granting any Encumbrance over the whole or any part of the Business, undertaking or assets of the Company or over any shares in the Company or agreeing to do so other than liens arising in the ordinary course of business or any charge arising by the operation or purported operation of title retention clauses and in the ordinary course of business;
- (w) Establishing or amending any profit-sharing, share option, bonus or other incentive scheme of any nature for directors or employees;

- (x) Altering the name of the Company or its registered office;
- (y) Any repurchase, cancellation or redemption of Company's share capital or any reduction, consolidation, subdivision or reclassification or other alteration of its capital structure;
- (z) The variation of any rights attaching to any shares in the capital of the Company or making of any call upon monies unpaid in respect of any issued shares;
- (aa) The appointment of a liquidator or administrator to Company or any proposal (including a resolution) to wind up, dissolve, put into administration or liquidate Company, except as required by law;
- (bb) Any public offering or listing or quotation of the shares or other equity of Company on any stock exchange;
- (cc) Any joint venture, partnership, or profit-sharing arrangement between the Company with any party, including any amendment to the terms of such venture, partnership or arrangement; or
- (dd) Entering into any related party transactions with any directors or key management of Group Companies and/or Shareholders other than those already agreed in the Company's approved Annual Budget.

For the purpose of this Schedule 2, "material" means one or more events affecting any Group Company, which in the reasonable opinion of MayAir, causes or is likely to cause a change in revenue or costs of sales (upwards or downwards) of 10% or more when compared to the latest audited accounts, or any fact, matter, event, circumstance, condition or change which materially and adversely affects, or could reasonably be expected to materially and adversely affect, individually or in the aggregate, the business, operations, assets, liabilities, condition (whether financial, trading or otherwise), prospects, or operating results of the Group.

SCHEDULE 3

DEED OF ADHERENCE

THIS DEED OF ADHERENCE is made on [●] by [●] of [●] (the “**Covenantor**”) SUPPLEMENTAL to a Shareholders’ Agreement (the “**Agreement**”) dated [●] and made between MayAir Technology (China) Co., Ltd., Ng Yew Sum, Law Eng Hock, Chin Sze Kee, Luah Kok Lam and MayAir HK Holdings Limited.

Background

The Covenantor has [purchased/been issued] [●] shares in the share capital of the Company [from [●] (the “**Seller**”)].

The Covenantor covenants as follows:

The Covenantor confirms that it has been supplied with and has read a copy of the Agreement and covenants with each of the persons named in the Schedule to this Deed to observe, perform and be bound by all the terms of the Agreement which are capable of applying to the Covenantor and which have not been performed at the date of this Deed to the intent and effect that the Covenantor shall be deemed with effect from the date on which the Covenantor (or its nominee) is registered as a shareholder of the Company to be a party to the Agreement (as if named as a party to that Agreement).

This Deed shall be governed by and construed in accordance with the laws of Hong Kong and this Deed may be enforced in any court of competent jurisdiction.

Executed as a Deed on the date written above.

SEALED with the COMMON SEAL OF)
[●]) [seal]
and SIGNED by *[insert names and, if*)
desired, job titles of signatories])
Witnessed/Verified by _____

Name: [●]

Title: [●]

SCHEDULE

[To list then-current parties to the Shareholders’ Agreement.]