

Dated 10<sup>th</sup> day of December 2024

**WEALTHY SURPLUS LIMITED**  
(as Purchaser)

and

**NM STRATEGIC FOCUS FUND L.P.**  
(as Vendor)

---

**AGREEMENT**  
for the sale and purchase of 3,500,000 shares in  
VCREDIT Holdings Limited (維信金科控股有限公司)

---

THIS Agreement is made on this 10<sup>th</sup> day of December 2024

**BETWEEN:**

1. **WEALTHY SURPLUS LIMITED**, a company incorporated in the British Virgin Islands with limited liability and having its registered office at OMC Chambers, Wickhams Cay 1, Road Town, Tortola, the British Virgin Islands (“**Purchaser**”); and
2. **NM STRATEGIC FOCUS FUND, L.P.**, an exempted limited partnership registered under the laws of the Cayman Islands with registered number 1630322, whose registered office is at the offices of Maples Corporate Services Limited, P.O. Box 309, Uglund House, Grand Cayman, KY1-1104, Cayman Islands (“**Vendor**” and together with the Purchaser, the “**Parties**” and each a “**Party**”).

**WHEREAS:**

- (A) VCREDIT Holdings Limited (維信金科控股有限公司) (the “**Company**”) is a company registered by way of continuation in the Cayman Islands with limited liability and whose registered office is situated at Harneys Fiduciary (Cayman) Limited, 4th Floor, Harbour Place, 103 Church Street, P.O. Box 10240, Grand Cayman KY1-1002, Cayman Islands and the Shares (as defined below) are listed on the Main Board of the Stock Exchange (as defined below) under stock code: 2003.
- (B) The Vendor is the legal and beneficial owner of 7,574,714 Shares as of the date of this Agreement.
- (C) The Vendor has agreed to sell, and Purchaser has agreed to purchase, the Sale Shares (as defined below), on and subject to the terms and conditions set out in this Agreement.

**NOW IT IS AGREED** as follows:

**1. DEFINITIONS AND INTERPRETATION**

- 1.1 In this Agreement, including the Recitals and Schedules, unless the context otherwise requires, the following words and expressions shall have the following meanings:

“ <b>acting in concert</b> ”	has the meaning ascribed to it in the Takeovers Code
“ <b>Business Day</b> ”	a day (excluding Saturday, Sunday, public holiday and any day on which a tropical cyclone warning no. 8 or above or a "black" rainstorm warning signal is hoisted at any time between 9:00 a.m. and 5:00 p.m.) on which licensed banks in Hong Kong are open for business

<b>“CCASS”</b>	the Central Clearing and Securities Settlement System operated by Hong Kong Securities Clearing Company Limited
<b>“Company”</b>	has the meaning ascribed to it in Recital (A)
<b>“Completion”</b>	completion of the sale and purchase of the Sale Shares in accordance with Clause 6
<b>“Completion Date”</b>	the first Business Day after the date of this Agreement on which Completion shall take place, or such later date as provided in Clause 6.3
<b>“Consideration”</b>	the consideration payable by the Purchaser to the Vendor for the Sale Shares as set out in Clause 3
<b>“Encumbrance(s)”</b>	any option, mortgage, charge, pledge, lien, equities, hypothecation or other encumbrance, right to acquire, right of pre-emption, priority or security interest, deferred purchase, title retention, leasing, sale-and-repurchase or sale-and-leaseback arrangement or any other third party right whatsoever over or in any property, assets or rights of whatsoever nature and includes any agreement or arrangement for any of the same and <b>“Encumber”</b> shall be construed accordingly
<b>“Executive”</b>	the Executive Director of the Corporate Finance Division of the SFC for the time being or any delegate of such Executive Director
<b>“HK\$”</b>	Hong Kong dollars, the lawful currency of Hong Kong
<b>“Hong Kong”</b>	the Hong Kong Special Administrative Region of the People’s Republic of China
<b>“Listing Rules”</b>	the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited, as amended from time to time
<b>“Offer”</b>	subject to Completion, the mandatory general offer to be made by Get Nice Securities Limited for and or behalf of the Purchaser for

all the issued Shares (other than those already owned or agreed to be acquired by the Purchaser and parties acting in concert with the Purchaser) on such terms as are required by the Takeovers Code and in accordance with such directions as the Executive may give

<b>“Purchaser's CCASS Participant”</b>	has the meaning ascribed to it in Clause 6.2.2
<b>“Sale Shares”</b>	3,500,000 Shares beneficially owned by the Vendor as of the date of this Agreement
<b>“SFC”</b>	the Securities and Futures Commission of Hong Kong
<b>“Shares”</b>	ordinary shares of HK\$0.10 each in the Company
<b>“Stock Exchange”</b>	The Stock Exchange of Hong Kong Limited
<b>“Surviving Provisions”</b>	Clauses 1 ( <b>Definitions and Interpretation</b> ), 8 ( <b>Termination and Consequences</b> ), 10 ( <b>Confidentiality and Announcements</b> ), 11 ( <b>Notices</b> ), 12 ( <b>Miscellaneous</b> ) and 13 ( <b>Governing Law and Jurisdiction</b> ) and the Vendor’s Warranties
<b>“Takeovers Code”</b>	the Code on Takeovers and Mergers issued by the SFC
<b>“Vendor’s CCASS Participant”</b>	has the meaning ascribed to it in Clause 6.2.1
<b>“Vendor’s Warranties”</b>	the warranties given by the Vendor under Schedule 1 and <b>“Vendor’s Warranty”</b> shall be construed accordingly

1.2 The headings of this Agreement are inserted for convenience only and shall be ignored in construing this Agreement. Unless the context otherwise requires, references in this Agreement to the singular shall be deemed to include references to the plural and vice versa; references to one gender shall include all genders and references to any person shall include an individual, firm, body corporate or unincorporated.

1.3 References in this Agreement to Clauses and Schedules are references to clauses of and schedules to, this Agreement and references to sub-clauses and paragraphs are, unless otherwise stated, references to sub-clauses and paragraphs of the Clause or, as appropriate, the Schedule in which the reference appears.

- 1.4 Reference to any ordinance, regulation or other statutory provision or Stock Exchange rules in this Agreement includes reference to such ordinance, regulation, provision or rule as modified, consolidated or re-enacted from time to time.
- 1.5 References to this Agreement to time are to Hong Kong time.
- 1.6 The Schedules and the Recitals shall form part of this Agreement.
- 1.7 In construing this Agreement:
- 1.7.1 the rule known as the ejusdem generis rule shall not apply and, accordingly, general words introduced by the word “other” shall not be given a restrictive meaning by reason of the fact that they are preceded by words indicating a particular class of acts, matters or things; and
- 1.7.2 general words shall not be given a restrictive meaning by reason of the fact that they are followed by particular examples intended to be embraced by the general words.
- 1.8 The definitions and designations adopted in the Recitals and introductory statements preceding this Clause shall apply throughout this Agreement and the Schedules.

## **2. SALE AND PURCHASE**

Upon and subject to the terms and conditions of this Agreement, the Vendor as beneficial owner shall sell, and the Purchaser, relying on the Vendor’s Warranties, shall purchase the Sale Shares, absolutely and free from all Encumbrances together with all rights and benefits attached or accruing to them at and after Completion (including the right to receive all dividends and distributions declared, made or paid in respect of any of the Sale Shares on or after Completion).

## **3. CONSIDERATION**

- 3.1 The consideration for the sale and purchase of the Sale Shares shall be the sum of HK\$6,300,000 (representing HK\$1.80 per Sale Share), which shall be paid by the Purchaser to the Vendor on the Completion Date in accordance with Clause 6.2.
- 3.2 The payment of the Consideration by the Purchaser in accordance with Clause 3.1 above shall constitute a complete discharge of the obligations of the Purchaser for payment of the Consideration for the Sale Shares hereunder.

## **4. CONDITION**

Completion is conditional upon the Vendor’s Warranties remaining true, accurate and not misleading in any respect at all times up to and immediately prior to Completion.

## **5. BUSINESS FOLLOWING SIGNING**

- 5.1 Immediately following signing of this Agreement:

- 5.1.1 the Vendor shall deliver to the Purchaser a copy of the resolutions of the sole director of the Vendor approving, amongst other things, the sale of the Sale Shares to the Purchaser and the entering into of this Agreement and the completion of the transactions contemplated herein, certified as a true copy by a director of the Vendor;
- 5.1.2 the Purchaser shall deliver to the Vendor a copy of the resolutions of the board of directors of the Purchaser approving, amongst other things, the purchase of the Sale Shares from the Vendor and the entering into of this Agreement and the completion of the transactions contemplated herein, certified as a true copy by a director of the Purchaser;
- 5.1.3 the Vendor shall deliver a duly executed sold note in respect of the Sale Shares to the Purchaser and the Purchaser shall duly execute the corresponding bought note in respect of the Sale Shares and use reasonable endeavours to as soon as possible thereafter (but in any event by no later than 9:30 A.M. on the Completion Date) attend to stamping of the duly executed sold note and bought note in respect of the Sale Shares in compliance with the Stamp Duty Ordinance (Cap. 117 of the Laws of Hong Kong).

## 6. COMPLETION

- 6.1 Completion shall take place in CCASS on the Completion Date when all of the business set out in Clause 6.2 shall be transacted by the Parties.
- 6.2 On the Completion Date, and subject to the stamping of the applicable bought and sold note having occurred:
  - 6.2.1 the Vendor shall procure the Vendor's designated CCASS participant ("**Vendor's CCASS Participant**") to give an irrevocable delivery instruction to effect a book-entry settlement of the Sale Shares on a delivery versus payment basis in accordance with this Agreement and the General Rules and Operational Procedures of CCASS to the credit of the stock account of the Purchaser's CCASS Participant as set out in Schedule 2 before 5:00 P.M. on the Completion Date, and the Vendor shall as soon as possible thereafter notify the Purchaser by email that such instructions have been given by the Vendor's CCASS Participant; and
  - 6.2.2 the Purchaser shall procure the Purchaser's designated CCASS participant ("**Purchaser's CCASS Participant**") to give an irrevocable instruction to effect payment of the Consideration, less the amount of Hong Kong seller's ad valorem stamp duty payable in respect of the Sale Shares, on a delivery versus payment basis in accordance with this Agreement and the General Rules and Operational Procedures of CCASS to the credit of the cash account of the Vendor's CCASS Participant as set out in Schedule 2 before 5:00 P.M. on the Completion Date, and the Purchaser shall as soon as possible thereafter notify the Vendor by email that such instructions have been given by the Purchaser's CCASS Participant

- 6.3 If any provision of Clause 6.2 is not fully complied with at Completion, the Purchaser by written notice served on the Vendor in the case of non-compliance by the Vendor, or the Vendor by written notice on the Purchaser in the case of non-compliance by the Purchaser, shall be entitled to (in addition to and without prejudice to all other rights or remedies available to them, including the right to claim damages) defer Completion to a date not more than fourteen (14) calendar days after the date fixed for Completion and in any event on or before 31 December 2024 (or such later date as agreed between the Parties in writing) in which case the provisions of Clause 6.2 and this 6.3 shall apply to Completion as so deferred.

## **7. REPRESENTATIONS AND WARRANTIES**

- 7.1 The Vendor hereby represents and warrants to the Purchaser that each of the Vendor's Warranties are true and accurate upon the signing of this Agreement and are deemed to be repeated immediately before Completion with reference to the facts and circumstances then existing.
- 7.2 The Vendor acknowledges that the Purchaser is entering into this Agreement to purchase the Sale Shares in reliance upon the Vendor's Warranties.
- 7.3 In respect of any claim for breach of warranties, the Purchaser shall have the right to claim damages or otherwise take any actions against the Vendor for all losses, liabilities, damages, costs and expenses (including legal expenses) which the Purchaser and its successors and assigns may incur or sustain as a result thereof subject to the terms of this Agreement.
- 7.4 The Vendor's Warranties shall survive Completion and the rights and remedies of the Purchaser in respect of any breach of the Vendor's Warranties shall not be affected by Completion but shall otherwise be subject to the terms of this Agreement.

## **8. TERMINATION AND CONSEQUENCES**

- 8.1 If the condition under Clause 4 is not satisfied immediately prior to Completion, then the Purchaser may by notice in writing to the Vendor at any time prior to Completion elect to terminate this Agreement, in which event Clause 8.2 shall apply.
- 8.2 Upon the termination of this Agreement, all rights and obligations of the Parties shall cease to have effect, provided however that:-
- 8.2.1 the termination of this Agreement shall be without prejudice to all rights and remedies available to each Party in respect of any breach by the other Party of any obligations under or in respect of this Agreement prior to the termination of this Agreement (including the right to damages for the breach, if any, giving rise to the termination and any other pre-termination breach by the other Party); and
- 8.2.2 Clauses which are expressed to survive the termination of this Agreement or which from their nature or context should survive the termination of this Agreement (including the Surviving Provisions) and any provision of this

Agreement necessary for its interpretation or enforcement shall continue in force notwithstanding the termination of this Agreement (for whatever reason).

## **9. THE OFFER**

- 9.1 Subject to Completion and to the Purchaser and, if applicable, persons acting in concert with it incurring a mandatory general offer obligation under Rule 26.1 of the Takeovers Code in relation to the Company, the Vendor undertakes to the Purchaser that it will do such acts and provide such information as shall be required by the Purchaser and persons acting in concert with it or the Company to satisfy their obligations under the Takeovers Code or otherwise in respect of the Offer.
- 9.2 The Parties shall use their respective reasonable endeavours to secure, if necessary, consents from the Executive and the Stock Exchange to the issue of the announcement and, subject to Completion, the composite document in respect of the Offer as soon as practicable following the date hereof. Each Party undertakes that it shall comply with all applicable laws relevant to the transactions contemplated under this Agreement (including the Takeovers Code and the Listing Rules applicable to it).
- 9.3 The Vendor undertakes to the Purchaser that it shall assist the Purchaser in its correspondence with the SFC and the Stock Exchange in connection with all requests from them for information concerning the Vendor.
- 9.4 Each Party undertakes that it will use all reasonable endeavours to supply such information as may be reasonably necessary to be included in the documents to be despatched, the announcements and circulars to be issued pursuant to the Takeovers Code and the Listing Rules in connection with the Offer, and take responsibility for such information relating to it and authorise the publication and/or release of such documents, announcements and circulars.

## **10. CONFIDENTIALITY AND ANNOUNCEMENTS**

- 10.1 No Party shall permit or cause the disclosure of any information (other than to its professional advisers under a duty of confidentiality) which it may have, or may acquire before or after the date of this Agreement relating to the provisions of, and negotiations leading to, this Agreement and the performance of the obligations hereunder except where the relevant confidential information:
- 10.1.1 at the date of disclosure to such Party or its professional advisers is publicly known or at any time after that date becomes publicly known (otherwise than by breach of this non-disclosure undertaking by such Party);
- 10.1.2 was not obtained directly or indirectly from the Vendor or from any of the professional advisers of the Vendor, which was lawfully in the possession of the Purchaser or its professional advisers before the date of disclosure, as evidenced by the written records of the Purchaser or its professional advisers;
- 10.1.3 was received and/or obtained by such Party from a legitimate source and/or was disclosed to such Party, in good faith, by a third party owing no duty of



confidentiality to any other person in respect of such information;

10.1.4 is explicitly approved for release by written authorisation of the other Party;

10.1.5 is required to be disclosed by law, a governmental, supervisory or regulatory authority or stock exchange with competent jurisdiction (including rules or regulations of such governmental, supervisory or regulatory authority or stock exchange), or pursuant to a judicial order; or

10.1.6 was independently developed by such Party whether on its own or jointly with third parties without reference to the relevant confidential information.

10.2 The Vendor acknowledges and confirms and agrees that the Purchaser may be required to issue one or more announcements or circulars individually or jointly with the Company in respect of the Offer in accordance with the requirements of the Takeovers Code, the Listing Rules, the applicable laws and regulations or the requirements of the Stock Exchange, the SFC or any other regulatory body or authority containing information in respect of the subject matter of this Agreement and nothing in this Agreement shall prohibit the Purchaser from making any such announcement or circular. In such situations, the Vendor shall so far as practicable consult the Purchaser regarding the terms of any announcements and circulars prior to release if reference is made to the Vendor in such announcements or circulars.

## 11. NOTICES

11.1 Any notice, claim, demand, court process, document or other communication to be given under this Agreement (collectively “**communication**” in this Clause 11) shall be in writing in the English language and may be served or given personally or sent to the address or facsimile numbers or, if provided, email address stated after the relevant Party's name below, or to such other address (which must be in Hong Kong) or facsimile number or email address as may have been last notified in writing by such Party to the Party serving the communication specifically referring to this Agreement. All communications shall be served by the following means and the addressee of a communication shall be deemed to have received the same within the time stated adjacent to the relevant means of despatch:

<b><u>Means of despatch</u></b>	<b><u>Time of deemed receipt</u></b>
Personal delivery or local courier	upon delivery
Local registered mail	3 Business Days
Facsimile or email	on transmission

The relevant details of each Party at the date of this Agreement are:

Vendor

Address: 2201 Bank of America Tower, 12 Harcourt Road,  
Central, Hong Kong

Facsimile: +852 2360 2799

Attention: Mr. Yip Ka Kay

Email: kyip@gre-inv.com

Purchaser

Address: Suite 1918, 19/F., Two Pacific Place, 88 Queensway,  
Hong Kong

Facsimile: +852 2918 0859

Attention: Mr. Ma Ting Hung & Ms Josephine Lau

Email: lma@usipartners.com.hk &  
josephine@usipartners.com.hk

- 11.2 A communication served in accordance with Clause 11.1 shall be deemed sufficiently served and in proving service and/or receipt of a communication it shall be sufficient to prove that such communication was left at the addressee's address or that the envelope containing such communication was properly addressed and posted by pre-paid registered post or despatched to the addressee's address or that the communication was properly transmitted by facsimile or email to the addressee. In the case of facsimile transmission, such transmission shall be deemed properly transmitted on receipt of a satisfactory report of transmission printed out by the sending machine. In the case of personal delivery or local courier or transmission by facsimile or email, such delivery or transmission occurring after 5:00 p.m. Hong Kong time on a Business Day or on a day which is not a Business Day, service of the communication shall be deemed to occur at 9:00 a.m. Hong Kong time on the next following Business Day. Nothing in this Clause 11 shall preclude the service of communication or the proof of such service by any mode permitted by law.

**12. MISCELLANEOUS**

- 12.1 This Agreement shall be binding on and be for the benefit of the successors and personal representatives of the Parties, but no Party may assign any of its rights or obligations hereunder without the prior written consent of the other Party.
- 12.2 Each of the Parties confirms that this Agreement (together with any documents referred to herein) sets out and represents the entire understanding, and constitutes the whole agreement, in relation to its subject matter and the transactions contemplated hereunder, and supersedes any previous agreement or understanding between the Parties with respect thereto and, without prejudice to the generality of the foregoing, excludes any warranty, condition or other undertaking implied at law or by custom, usage or course of dealing.

- 12.3 Any variation to this Agreement shall be binding only if recorded in a document signed by all the Parties.
- 12.4 Each Party confirms that:
- 12.4.1 in entering into this Agreement, it has not relied on any representation, warranty, assurance, covenant, indemnity, undertaking or commitment which is not expressly set out in this Agreement; and
- 12.4.2 in any event, without prejudice to any liability for fraudulent misrepresentation or fraudulent misstatement, the only rights or remedies in relation to any representation, warranty, assurance, covenant, indemnity, undertaking or commitment given or action taken in connection with this Agreement are those pursuant to this Agreement and for the avoidance of doubt and without limitation, no Party has any other right or remedy (whether by way of a claim for contribution or otherwise) in tort (including negligence) or for misrepresentation (whether negligent or otherwise, and whether made prior to, and/or in this Agreement).
- 12.5 Time shall be of the essence of this Agreement but no failure by any Party to exercise, and no delay on its part in exercising any right hereunder will operate as a waiver thereof, nor shall any single or partial exercise of any right under this Agreement (including a settlement between the Purchaser and the Vendor) preclude any other or further exercise of it or the exercise of any right or prejudice or affect any right against any person under the same liability whether joint, several or otherwise. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.
- 12.6 No person who is not a party to this Agreement shall have any right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong) to enforce or enjoy the benefit of any term of this Agreement. The Parties do not intend any term of this Agreement to be enforceable by a third party pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong). No consent of any person who is not a party to this Agreement is required for any amendment (including any release or compromise of any liability) or termination of this Agreement and section 6(1) of the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong) shall not apply to this Agreement.
- 12.7 Each Party shall pay its own costs and expenses (including legal fees and personal tax liabilities, if any) in connection with this Agreement and any matter contemplated by it. Without limiting the generality of the foregoing:
- 12.7.1 the Purchaser shall pay all Hong Kong buyer's ad valorem stamp duty payable in respect of the Sale Shares which it purchases under this Agreement; and
- 12.7.2 the Vendor shall pay all Hong Kong seller's ad valorem stamp duty payable in respect of the Sale Shares which it sells under this Agreement.
- 12.8 This Agreement may be executed in any number of counterparts, each of which when

so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. A Party may execute this Agreement on a facsimile or scanned copy counterpart and deliver its signature by facsimile or scanned copy via email. Transmission of an executed counterpart of this Agreement (but for the avoidance of doubt not just a signature page) shall take effect as the transmission of a "wet ink" counterpart of this Agreement.

**13. GOVERNING LAW AND JURISDICTION**

- 13.1 This Agreement shall be governed by and construed in accordance with Hong Kong law.
- 13.2 Any disagreement, dispute, controversy or claim arising out of or relating to this Agreement or the interpretation hereof or any arrangements relating hereto or contemplated herein or the breach, termination or invalidity hereof shall (unless otherwise agreed by the parties in dispute) be submitted to a single arbitrator to be jointly appointed by the Parties or, failing agreement within 14 days after any Party has given to the other Party a written request to concur in the appointment of an arbitrator, a single arbitrator to be appointed on the request of any Party by the Hong Kong International Arbitration Centre and such submission shall be a submission to arbitration in accordance with the Hong Kong International Arbitration Centre Administered Arbitration Rules in force when the notice of arbitration is submitted in accordance with these rules and the Parties agree to be bound by the decision of the arbitrator.
- 13.3 The arbitration shall be in English and the place for the arbitration shall be Hong Kong (or such other place as the parties in dispute may agree in writing).
- 13.4 The Parties agree that the arbitral award may be enforced against the Parties or their assets wherever they may be found and that a judgment upon the arbitral award may be entered in any court having jurisdiction thereof.
- 13.5 The provisions of this arbitration agreement shall be governed by the laws of Hong Kong.

**IN WITNESS** whereof the Parties have entered into this Agreement the day and year first before written

*(Remainder of this page is intentionally left blank)*

## SCHEDULE 1

### VENDOR'S WARRANTIES

1. The Vendor and the Sale Shares
- 1.1 The Vendor is duly incorporated, duly authorised and validly existing in good standing under the laws of the Cayman Islands and has full power and authority to enter into and perform this Agreement and any agreement entered into pursuant to the terms of this Agreement and this Agreement and any agreement entered into pursuant to the terms of this Agreement will, when executed, constitute its legal, valid and binding obligations in accordance with its terms (save for any liquidation or bankruptcy laws of general application) and it has taken and obtained all necessary corporate and other action, licence, approval and consents to authorise the execution, delivery and performance of this Agreement.
- 1.2 The Vendor has duly authorised, executed and delivered this Agreement and will at Completion have authorised, executed and delivered any agreements to be entered into pursuant to the terms of this Agreement.
- 1.3 The Vendor owns beneficially and of record the Sale Shares and and has good and valid title to such Sale Shares.
- 1.4 There is no Encumbrance on any of the Sale Shares and the Sale Shares are and will be sold and transferred to the Purchaser free of Encumbrances.
- 1.5 All of the Sale Shares are fully paid up or credited as fully paid up and rank pari passu with other existing Shares in all respects.
- 1.6 Neither the execution and delivery of this Agreement nor the performance by the Vendor of any of its obligations or the exercise of any of its rights hereunder will:
  - (A) contravene its memorandum and articles of association, bye-laws or constitutional documents;
  - (B) contravene or be in conflict with or result in a breach of any law, enactment, rule, regulation, judgment, decree, order, permit, authorisation, agreement or obligation applicable to it or cause any limitation to be placed on it;
  - (B) conflict with, or result in any breach of any of the terms of, or constitute a default under, any agreement or other instrument or document to which it is a party or is subject or by which it or any of its property or assets are bound.
- 1.7 The Vendor is not insolvent or unable to pay its debts within the meaning of section 178 of the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32 of the Laws of Hong Kong) and has not stopped paying its debts as they fall due and

has not taken any action for its winding-up, liquidation or dissolution and no steps have been taken or proceedings started or is threatened for its winding-up, liquidation or dissolution or for the appointment of a receiver, trustee or similar officer and no order has been made and no resolution has been passed for the winding up of or for a provisional liquidator to be appointed in respect of the Vendor, and no petition has been presented and no meeting has been convened for the purpose of winding up the Vendor and has not entered into any voluntary arrangement with any of its creditors and there is no unsatisfied judgment outstanding against the Vendor and so far as the Vendor is aware, no events have occurred which, under applicable laws, would justify any such proceedings.

## SCHEDULE 2

Vendor account details:

Sale Shares on Account with	CCASS number	Account name	Account number	Number of Shares
Morgan Stanley	C00010	NM Strategic Focus Fund	838-011993	3,500,000

Purchaser account details:

Sale Shares on Account with	CCASS number	Account name	BIC number	Account number	Number of Shares
Get Nice Securities Limited	B01298	Wealthy Surplus Limited	N/A	M052156	3,500,000

Purchaser

SIGNED by Ma Ting Hung )  
by a resolution of its Sole Director )  
for and on behalf of )  
WEALTHY SURPLUS LIMITED )  
in the presence of :- )

  
JOHNATHAN ALA.



Vendor

**SIGNED** for and on behalf of )  
**NM Strategic Focus Fund, L.P.** )  
by its general partner, )  
**NM Strategic Partners, LLC** )  
acting by its authorized signatory Yip Ka Kay )  
in the presence of :- )



Alice So