

Date: 6 June 2025

QUALI-SMART HOLDINGS LIMITED

as Seller

and

EMPEROR CAPITAL INVESTMENT HOLDINGS LIMITED

as Purchaser

**Sale And Purchase Agreement
relating to
the entire issued ordinary shares of and the shareholder's loan to
Crosby Asia Limited**

THIS AGREEMENT is made on 6 June 2025

BETWEEN:

- (1) **Quali-Smart Holdings Limited**, an exempted company incorporated under the laws of the Cayman Islands with its registered office at Cricket Square, Hutchins Drive, P.O. Box 2681, Grand Cayman KY1-1111, ("**Seller**"), with its principal place of business in Hong Kong at Workshop C, 19th Floor, TML Tower, No.3 Hoi Shing Road, Tsuen Wan, New Territories, Hong Kong; and
- (2) **Emperor Capital Investment Holdings Limited**, a company incorporated under the laws of the British Virgin Islands, whose registered office is at Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands ("**Purchaser**");

BACKGROUND:

- (A) The Seller has agreed to sell, and the Purchaser has agreed to purchase the entire issued share capital of and the shareholder's loan owing to the Seller by the Company (as defined in this Agreement) on the terms and subject to the conditions of this Agreement.
- (B) The Seller is the sole legal and beneficial owner of the entire issued share capital of Crosby Asia Limited (the "**Company**"), a company incorporated under the laws of the British Virgin Islands, which is the sole legal and beneficial owner of the entire issued share capital of (1) CSL, a company incorporated in Hong Kong and a licensed corporation holding Type 1 (dealing in securities), Type 4 (advising on securities), Type 6 (advising on corporate finance), and Type 9 (asset management) licenses under the Securities and Futures Ordinance (Cap. 571); and (2) CFP, a company incorporated in Hong Kong.
- (C) By acquiring the Company, the Purchaser intends to acquire the indirect ownership, both legal and beneficial, and control of both CSL and CFP and their businesses on going concern basis.

THE PARTIES AGREE as follows:

1. **INTERPRETATION**

1.1 In this Agreement:

"Business Day" means a day (other than a Saturday or a Sunday) on which banks are open for general business in Hong Kong;

"CFP" means Crosby Financial Products Limited, a company incorporated under the laws of Hong Kong (Company Number 65576369), whose correspondence address is at 5/F Capital Centre, 151 Gloucester Road, Wanchai, Hong

Kong;

- “Company”** means **Crosby Asia Limited**, a company incorporated under the laws of the British Virgin Islands (Company No. 1871283) with the registered address at Quijano Chambers, P.O. Box 3159, Road Town, Tortola, British Virgin Islands, which wholly owns CSL and CFP;
- “Completion”** means completion of the sale and purchase of the Shares and the Shareholder’s Loan under this Agreement;
- “Completion Accounts”** means the consolidated management accounts of the Company, CSL and CFP as at the NAV Date which shall be prepared in accordance with Schedule 5;
- “Completion Date”** means the fifth Business Day after fulfilment of all the Conditions (unless waived by the Purchaser in writing) or such other date as agreed in writing between the Seller and the Purchaser;
- “Completion Documents”** means the deed of assignment in respect of the Shareholder’s Loan, the Tax Deed and such other documents necessary for the purpose of, in connection with or incidental to the sale and purchase of the Shares and the Shareholder’s Loan and the transactions contemplated under this Agreement;
- “Condition”** means any one of conditions as listed out in Schedule 2 (Conditions to Completion) and **“Conditions”** means more than one Conditions;
- “CSL”** means **Crosby Securities Limited**, a company incorporated in Hong Kong (Company No. 59848534), wholly owned by the Company, and a licensed corporation under the SFO holding Type 1, 4, 6, 9 licenses;
- “Disclosed”** means disclosed in such manner and in such detail as to enable the Purchaser to make a clear, informed and assessment of the facts,

matters or circumstances concerned;

“Encumbrances”

means mortgage, charge, pledge, lien, right of first refusal, option, right of pre-emption, third-party right or interest, other encumbrance or security interest of any kind, or any other type of preferential arrangement (including a title transfer or retention or arrangement) having a similar effect and any agreement or obligation to create or grant any of the aforesaid;

“Litigation”

means the legal proceedings currently pending in the High Court of Hong Kong involving CSL, including any related appeals or ancillary proceedings, as disclosed details of which are set out in Schedule 4;

“Litigation Indemnity”

means the indemnity provided by the Seller to the Purchaser under Clause 9 in respect of the Litigation;

“Long Stop Date”

means 30 September 2025 or such other later date as the Seller and the Purchaser may agree in writing;

“Management Accounts”

means the management accounts of the Company, CSL and CFP (on both company and consolidated basis) comprising a statement of profit or loss for the period from 1 April 2025 up to Completion Date and a statement of financial position as at the Completion Date;

“NAV”

means the net asset value of the Company, CSL and CFP on consolidation basis as at the NAV Date, being the total carrying value of its assets (excluding prepaid expenses and those assets not related to the businesses of CSL and CFP which the Purchaser intend to acquire under this Agreement) less the total carrying value of its liabilities (including actual or contingent, accrued or deferred liabilities but excluding the Shareholder's Loan and any liabilities indemnified under Clause 9), as determined in accordance with Clause 5 and Schedule 5, based on the NAV Report;

“NAV Date”	means 30 June 2025
“NAV Report”	has the meaning ascribed to it in paragraph 5 (Dispute Resolution) of Schedule 5 and in the form to be agreed by the Seller and the Purchaser;
“SFO”	means the Securities and Futures Ordinance (Cap. 571) of Hong Kong;
“Shares”	means 1 ordinary share in the capital of the Company, which represents 100% of the issued and fully paid up or credited as fully paid-up shares capital of the Company;
“Shareholder’s Loan”	means all the sums owing by the Company to the Seller as at Completion;
“Tax”	means any and all taxes, levies, duties, imposts, deductions, charges, assessments or withholdings imposed by Hong Kong, or any foreign government or tax authority to the extent such items are in the nature of taxes, and all liabilities (including any applicable fine, penalty, surcharge or interest) with respect thereto;
“Tax Deed”	means the tax deed in the form as set out in Schedule 7;
“Trademarks”	means the trademarks owned by the Company, CSL and/or CFP, as listed out in <u>Schedule 6</u> ; and
“Warranties”	means, unless otherwise specified, the warranties set out in Clause 7 and <u>Schedule 1</u> , and “Warranty” shall be construed accordingly.

1.2 In this Agreement, unless otherwise specified:

- (a) references to clauses, sub-clauses, paragraphs, sub-paragraphs and Schedules are to clauses, sub-clauses, paragraphs, sub-paragraphs of, and Schedules to, this Agreement;

- (b) a reference to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re-enacted;
- (c) references to a “**company**” shall be construed so as to include any, corporation or other body corporate, wherever and however incorporated or established;
- (d) references to a “**person**” shall be construed so as to include any individual, firm, company, corporation, body corporate, government, state or agency of a state, local or municipal authority or government body or any joint venture, association or partnership (whether or not having separate legal personality);
- (e) references to times are to Hong Kong time;
- (f) all headings and titles are inserted for convenience only and are to be ignored in the interpretation of this Agreement; and
- (g) the Schedules form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include the Schedules.

2. **SALE AND PURCHASE**

- 2.1 Subject to Clause 3, the Seller shall sell with full title guarantee, and the Purchaser shall purchase, the entire legal and beneficial ownership in the Shares, together with all rights and interests attached or accruing to them, and the benefit of the Shareholder’s Loan, each free from all Encumbrances at Completion in accordance with the terms and conditions herein.
- 2.2 Subject to Clause 3, the sale and purchase of the Shares and the Shareholder’s Loan shall be completed simultaneously at the same time and venue.

3. **CONDITIONS**

The sale and purchase of the Shares and the Shareholder’s Loan pursuant to this Agreement are in all respects conditional upon all the Conditions which have to be fulfilled to the satisfaction of the Purchaser (unless waived by the Purchaser in writing) on or before the Long Stop Date, failing which, the Purchaser is entitled to terminate this Agreement by giving a written notice to the Seller and the Seller shall return to the Purchaser all sums paid by the Purchaser hereunder (if any) within 7 days after the said notice without costs, compensation or interest and neither party hereto shall have any claim against the other party save and except for any antecedent breach.

4. **DUE DILIGENCE**

The Seller agrees to, after the signing of this Agreement, give the Purchaser and its representatives access all information, documents, records and materials as the Purchaser may reasonably require to conduct a due diligence exercise on the Company, CSL and CFP and their businesses and operations with a view to acquiring the Shares and the Shareholder's Loan and the business of the Company, CSL and CFP on on-going basis.

5. **CONSIDERATION**

- 5.1 The total consideration for the sale and purchase of the Shares and the Shareholder's Loan (the "**Consideration**") shall be an amount in Hong Kong dollars equal to the NAV as at the NAV Date.
- 5.2 For the avoidance of doubt, the NAV shall not be a fixed amount as at the date of this Agreement and shall be determined solely based on the financial position of the Company, CSL and CFP as at the NAV Date as shown in the NAV Report as agreed by both the Purchaser and the Seller or determined by the Dispute Accountant in accordance with Schedule 5.
- 5.3 The Seller shall prepare and deliver the Completion Accounts as at the NAV Date, reflecting its assets and liabilities (including actual or contingent, accrued or deferred liabilities but excluding any liabilities indemnified under Clause 9), both on company level and consolidation level, to facilitate the calculation of the NAV. The proforma of such Completion Accounts together with the calculation of the NAV shall be delivered to the Purchaser and the Purchaser's auditors for its review and verification no later than three (3) Business Days prior to the NAV Date.
- 5.4 Subject to Clause 5.5, the Consideration, as adjusted based on the NAV Report (as defined in Schedule 5), shall be paid by the Purchaser to the Seller upon Completion by wire transfer of immediately available funds to the Seller's designated bank account specified in Schedule 3, Part B.
- 5.5 In the event the NAV Report is not available by the Completion Date, the Purchaser shall pay an estimated Consideration based on the Completion Accounts, subject to post-Completion adjustment in accordance with Schedule 5. Any overpayment shall be refunded by the Seller, and any underpayment shall be paid by the Purchaser, within five (5) Business Days of the NAV Report's issuance.
- 5.6 The Seller and the Purchaser shall cooperate in good faith to ensure the timely determination of the NAV, including providing the Purchaser and its auditors with full access to all relevant financial records, books, and documents of the Company, CSL and CFP.

- 5.7 Any dispute concerning the calculation or verification of the NAV or the Completion Accounts shall be resolved in accordance with the dispute resolution mechanism set out in Schedule 5.

6. COMPLETION

- 6.1 Subject to fulfilment of all Conditions to the satisfaction of the Purchaser (unless waived by the Purchaser in writing), Completion shall take place at 12 noon on the Completion Date at the offices of the Seller, or at such other location, time or date as may be agreed between the Purchaser and the Seller.
- 6.2 At Completion, the Seller shall do those things listed in Part A (Seller's Obligations) of Schedule 3 (Completion Arrangements) and the Purchaser shall do those things listed in Part B (Purchaser's Obligations) of Schedule 3 (Completion Arrangements).
- 6.3 Neither party hereto shall be obliged to complete this Agreement or perform its obligations under Clause 6.2 and Schedule 3 if the other party fails to or is unwilling to simultaneously perform its obligations under Clause 6.2 and Schedule 3 at Completion. The non-defaulting party may, without prejudice to any of its other rights and remedies:
- (A) defer Completion to a date (being a Business Day) falling not more than 7 Business Days (so that the provisions of this Clause 6 shall apply to Completion as so deferred); or
 - (B) proceed to Completion as far as practicable (without limiting its rights under this Agreement); or
 - (C) terminate this Agreement by notice in writing to the other party.
- 6.4 Nothing herein shall preclude either the Purchaser or the Seller from claiming further damages and/or obtaining an order for specific performance against the other party and it is hereby acknowledged and agreed by each party that an order for damages would not be an adequate remedy to the non-defaulting party where the defaulting party has failed to complete the sale and purchase (as the case may be) of the Shares and the assignment of the benefit of the Shareholder's Loan in accordance with this Agreement and each party hereby waives any defence to the granting of an order for specific performance.

7. SELLER'S WARRANTIES

- 7.1 The Seller warrants to the Purchaser that each of the Warranties is true, accurate and complete and not misleading on the date of this Agreement and at Completion with reference to the circumstances then existing.

- 7.2 The Seller acknowledges and accepts that the Purchaser is entering into this Agreement in reliance upon each of the Warranties, and that such Warranties have been given as a representation to the Purchaser, notwithstanding any investigations which the Purchaser or its advisers may have made.
- 7.3 Each of the Warranties is to be construed as a separate warranty and (except this Agreement expressly provides otherwise) is not to be limited or restricted by reference to or inference from the terms of any other Warranties or anything in this Agreement. Each of the Warranties and this Clause 7 shall survive Completion.
- 7.4 If the fact, matter or circumstance that may give rise to a claim against the Seller under any of this Agreement, the Warranties and/or any Completion Documents, (other than claims arising from, in connection with or in respect of the Litigation which shall be governed by Clause 9 below), the Seller irrevocably undertakes to indemnify and hold harmless the Purchaser and the Company, CSL and CFP (each, the “**Indemnified Party**” and the “**Indemnified Parties**” means more than one Indemnified Party) against any and all costs, expenses, losses, liabilities, damages and compensation including legal fees on a full indemnity basis incurred, suffered or payable by the Indemnified Parties arising out or in connection with or incidental to such claim(s). This Clause shall survive Completion or termination of this Agreement.

8. PURCHASER’S WARRANTIES

- 8.1 The Purchaser warrants to the Seller that it has the requisite capacity, power and authority to enter into and perform this Agreement and the Completion Documents to which the Purchaser is a party for the purpose of or incidental to the transactions as contemplated by this Agreement and that its obligations under this Agreement and such Completion Documents will, when executed and delivered, constitute valid and binding obligations of the Purchaser in accordance with their respective terms.
- 8.2 The Purchaser warrants to the Seller that the execution and delivery of, and the performance by the Purchaser of its obligations under this Agreement and each of the Completion Documents to which the Purchaser is a party will not:
- (A) result in a material breach of any provision of the constitutional documents of the Purchaser;
 - (B) subject to paragraph 1 and 4 of Schedule 2 (Conditions to Completion), result in a breach of the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited or any other applicable rules or regulations governing itself; or

- (C) result in a breach of any order, judgment or decree of any court or governmental agency or regulatory body by which the Purchaser is bound.

9. LITIGATION INDEMNITY

- 9.1 The Seller irrevocably undertakes to indemnify and hold harmless the Purchaser and each of the other Indemnified Parties against any and all costs, expenses, losses, liabilities, damages, and compensation including legal fees on a full indemnity basis incurred, suffered, or payable by the Indemnified Parties (or any of them) arising out of or in connection with or incidental to the Litigation and other claims, proceedings and investigations in respect of the matters which gave rise to the Litigation, including but not limited to:

(A) all costs and expenses (including but not limited to legal fees,) incurred in defending, settling, or otherwise dealing with the Litigation and such other claims, proceedings and investigations, whether before, during, or after Completion and any compensation, damages, or other amounts ordered by the High Court of Hong Kong (and any appellate court(s)) to be paid by CSL to the plaintiff or any other party in the Litigation subject that the maximum total liability of the Seller under this Clause shall not be more than Hong Kong Dollars Ten Million (HK\$10,000,000.00); and

(B) any incidental or consequential losses arising from the Litigation and such other claims, proceedings and investigations.

For the avoidance of doubt, the Seller shall be fully responsible for all the legal fees and other costs and expenses arising from or in connection with or incidental to the Litigation.

- 9.2 The Seller shall, within five (5) Business Days of written demand by the Purchaser, accompanied by reasonable evidence of the relevant costs or liabilities, pay to the Purchaser (or as the Purchaser directs) the full amount of any such costs, expenses, or liabilities.
- 9.3 The Seller's obligations under this Clause 9 shall survive Completion or termination of this Agreement without limit in time and shall not be subject to any limitation of liability unless expressly agreed in writing.
- 9.4 The Purchaser shall promptly notify the Seller of any developments in the Litigation and provide reasonable access to relevant documents, provided such disclosure complies with applicable laws and does not prejudice the Indemnified Parties' position.
- 9.5 The Litigation Indemnity is in addition to, and does not limit, any other rights or remedies available to the Purchaser under this Agreement or at law.

10. EFFECT OF COMPLETION

All provisions of this Agreement and the Completion Documents capable of performance after Completion, including all Warranties, covenants, indemnities (including the Litigation Indemnity), and undertakings, shall remain in full force and effect notwithstanding Completion.

11. REMEDIES AND WAIVERS

11.1 No delay or omission by any party to this Agreement in exercising any right, power or remedy provided by law or under this Agreement or any other documents referred to in it shall:

(A) affect that right, power or remedy; or

(B) operate as a waiver of it.

11.2 The single or partial exercise of any right, power or remedy provided by law or under this Agreement shall not unless otherwise expressly stated preclude any other or further exercise of it or the exercise of any other right, power or remedy.

12. ASSIGNMENT AND SUCCESSORS

12.1 Neither party may without the prior written consent of the other parties assign, transfer or novate, or purport to assign, transfer or novate, all or any part of the benefit of, or its rights or benefits under, this Agreement (together with any causes of action arising in connection with any of them).

12.2 This Agreement is binding on the successors of each party hereto.

13. FURTHER ASSURANCE

Insofar as it is able to do so after Completion, the Seller shall, on being required to do so by the Purchaser, do or procure the doing of all acts and/or execute or procure the execution of all documents as the Purchaser may reasonably consider necessary for vesting the Shares in and assignment of the Shareholder's Loan (if any) to the Purchaser in accordance with the terms of this Agreement.

14. ENTIRE AGREEMENT

14.1 This Agreement constitutes the whole and only agreement between the parties relating to the sale and purchase of the Shares and the Shareholder's Loan and supersede any prior drafts, agreements or arrangements of any nature between the parties relating to the subject matter of this Agreement.

- 14.2 This Agreement may only be varied in writing signed by each of the parties. For this purpose, a variation to this Agreement shall include any addition, deletion, supplement or replacement, howsoever effected.

15. NOTICES

- 15.1 Except where expressly stated otherwise, a notice under this Agreement shall only be effective if it is in writing.
- 15.2 Notices under this Agreement shall be sent to a party at the addresses set out below:

Purchaser

Address: 23rd Floor, Emperor Group Centre, 288 Hennessy Road, Wanchai, Hong Kong
Attn.: Legal & Compliance Department

Seller

Address: 5/F, Capital Centre, 151 Gloucester Road, Wanchai, Hong Kong
Attn.: Mr. Poon Pak Ki, Eric

Provided that a party may change its notice details on giving notice to the other party of the change in accordance with this clause.

- 15.3 Any notice given under this Agreement shall, in the absence of earlier receipt, be deemed to have been duly given as follows:
- (A) if delivered personally, on delivery;
 - (B) if sent by inland post, two clear Business Days after the date of posting;
and
 - (C) if set by airmail, six clear Business Days after the date of posting.

16. ANNOUNCEMENTS

- 16.1 Save for any announcements or disclosure required by law, the Listing Rules, existing contractual obligations, or any securities exchange or regulatory or governmental body or any tax authority to which that party is subject, no announcement concerning the sale and purchase of the Shares and the Shareholder's Loan or any ancillary matter shall be made by any party (or its holding company) without the prior written approval of the other party, such approval not to be unreasonably withheld or delayed or refused.
- 16.2 The restrictions contained in this Clause shall continue to apply after Completion or the termination of this Agreement without limit in time.

17. CONFIDENTIALITY

17.1 Each party shall treat as confidential all information obtained as a result of entering into or performing this Agreement which relates to:

- (A) the provisions of this Agreement;
- (B) the negotiations relating to this Agreement;
- (C) the subject matter of this Agreement; or
- (D) the other parties.

17.2 Notwithstanding the other provisions of this Clause, a party may disclose any such confidential information:

- (A) to the extent required by law or for the purpose of any judicial proceedings or arbitration;
- (B) to the extent required by existing contractual obligations;
- (C) to the extent required by any securities exchange or regulatory or governmental body or any tax authority to which that party is subject;
- (D) to the extent required to vest the full benefit of this Agreement in that party;
- (E) to its professional advisers, auditors and bankers provided they have a duty to keep such information confidential;
- (F) to the extent the information has come into the public domain through no fault of that party; or
- (G) to the extent the other parties have given prior written consent to the disclosure.

17.3 The restrictions contained in this Clause shall continue to apply after Completion or the termination of this Agreement without limit in time.

18. COSTS AND EXPENSES

Except as otherwise stated in this Agreement, each party shall pay its own costs and expenses in relation to the negotiations leading up to the sale and purchase of the Shares and the Shareholder's Loan and the preparation, execution and carrying into effect of this Agreement, Completion Documents and all other documents as contemplated by this Agreement. Notwithstanding the aforesaid,

the parties agree to share any stamp duty or other tax arising from the sale and purchase of the Shares and the Shareholder's Loan in equal shares. Except as otherwise provided in this Agreement, each of the parties shall be responsible for its own Tax liabilities arising from the transactions contemplated under this Agreement.

19. COUNTERPARTS

19.1 This Agreement may be executed in any number of counterparts, and by the parties to it on separate counterparts, but shall not be effective until each party has executed at least one counterpart.

19.2 Each counterpart shall constitute an original of this Agreement, but all the counterparts shall together constitute but one and the same instrument.

20. INVALIDITY

If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair:

(A) the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or

(B) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.

21. CONTRACTS (RIGHTS OF THIRD PARTIES) ORDINANCE

Unless expressly provided to the contrary, the parties to this Agreement do not intend that any term of this Agreement should be enforceable, by virtue of the Contracts (Rights of Third Parties) Ordinance (Cap. 623), by any person who is not a party to this Agreement.

22. GOVERNING LAWS

This Agreement is to be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region.

23. JURISDICTION

The courts of the Hong Kong Special Administrative Region have the exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement.

24. CONDUCT OF BUSINESS PENDING COMPLETION

Prior to Completion or termination of this Agreement in accordance with the terms and conditions of this Agreement (whichever is the earlier),

- (A) the Seller shall at its own costs terminate or novate to its subsidiaries (other than the Company, CSL and CFP) the existing tenancy agreement to which the Company or CSL or CFP is a party on or before the NAV Date and all and any their obligations and liabilities (whether past, present or future) under the existing tenancy agreements and leases shall have been fully released and discharged. The Seller shall provide the Purchaser with the relevant assignment or novation agreement;
- (B) the Seller shall keep the Purchaser informed of any development(s) of the Litigation and any new claims, legal and administrative proceedings and investigations arising from the matter(s) which gave rise to the Litigation and to the extent permitted by laws, shall seek the prior written consent of the Purchaser (such consent shall not be unreasonably withheld, delayed or refused) before taking any acts or omitting any acts in respect of or in connection with the Litigation and any such new claims, proceedings and investigation;
- (C) except in the ordinary course of business on normal commercial terms or giving effect to the transactions contemplated, or complying with the obligations, under this Agreement, or with the prior written consent of the Purchaser (such consent shall not be unreasonably withheld or delayed), the Seller shall procure that none of the Company, CSL and CFP shall:
 - (i) incur any liability in the nature of a borrowing save for the Shareholder's Loan which shall be assigned to the Purchaser upon Completion;
 - (ii) enter into any transaction, agreement, contract or commitment other than in the ordinary course of business on the normal commercial terms;
 - (iii) cause or permit its liquidation or dissolution;
 - (iv) start any civil, criminal, arbitration or other proceedings; and
 - (v) make or agree to make any capital commitment or approve any capital expenditure.

25. POST COMPLETION UNDERTAKING BY THE SELLER

- 25.1 Subject to Completion having taken place, from and including the Completion Date, the Seller undertakes that it shall not and shall procure each of its subsidiaries and affiliates not to:

- (A) use or/and register with any trademark office(s) any and all of the Trademarks, logos or/and marks identical or confusingly similar to any of the Trademarks in any jurisdiction(s) nor file any objection to the registration of any of the Trademarks; and
- (B) carry out any businesses or activities in competition with the Company, CSL or CFP save with the prior written notice of the Purchaser nor use “Crosby” or/and “高誠” as part of its company name, business name or trading name and (where necessary) at its own costs take all necessary steps to give effect to this sub-Clause (B) (including but not limited to change of company name) and upon demand, provide the Purchaser with documentary evidence to prove the same.

25.2 This Clause 25 shall survive Completion.

Schedule 1

WARRANTIES

1. Seller's warranties

- I. The Seller is duly incorporated, validly existing, and has full corporate power and authority without reference to or consent by any third party (subject to the Conditions) to execute and perform this Agreement and the Completion Documents to which the Seller is a party, and subject to the Conditions, such execution and delivery of, and the performance by the Seller of its obligations under this Agreement and such Completion Documents will not contravene its memorandum and articles of association or the Listing Rules, any applicable law or order or any agreement(s), undertaking or instruments to which the Seller is subject.
- II. The Shares are fully paid or credited as fully paid, free from all Encumbrances, and legally and beneficially owned by the Seller with good and marketable title.
- III. The Seller has Disclosed all material facts relating to the Litigation (including potential claims, proceedings and investigations arising from the matters which gave rise to the Litigation) and to the best knowledge of the Seller and having made all reasonable enquiries, no other litigation or regulatory proceedings affect the Seller's ability to perform this Agreement. ✓
- IV. The Seller is the legal and beneficial owner of the Shareholder's Loan free from any Encumbrance and other than the Shareholder's Loan (which shall be assigned to the Purchaser upon Completion), no indebtedness (actual or contingent) and no contract or arrangement will be outstanding between the Seller and/or its subsidiaries on the one part and the Company, CSL and/or CFP on the other party at Completion.

2. Company's warranties

- I. The Company is duly incorporated, validly existing, and in good standing under the laws of the British Virgin Islands.
- II. The Shares represent 100% of the Company's issued and fully paid up or as credited as fully paid up share capital, with no options, warrants, or convertible securities outstanding.
- III. No Person is entitled or has claimed to be entitled to require the Company, CSL or CFP to issue, allot, transfer or repurchase any share(s) or loan capital (including but not limited to any option or right of pre-emption or conversion) either now or at any future date and whether contingently or not.
- IV. The Company has no subsidiary or shares or other interests in any company, partnerships, firm or other entity other than CSL and CFP save that (i) Crosby

Asset Management Limited which has been or is being disposed of by the Company to the other subsidiary of the Seller before Completion; and (ii) for the completion of the disposal of 52% of the issued share capital of Ballas Group Limited pending receipt of the approval of the change in substantial shareholder by the Securities and Futures Commission. The Seller further warrants that the Seller will procure all necessary restructuring and arrangement so that upon Completion, the Company will not have (i) any subsidiaries and investments except CSL and CFP, the entire issued shares in each of which are wholly owned by the Company, free from any Encumbrances; or (ii) any businesses and operations except holding CSL and CFP as subsidiaries.

- V. CSL is a licensed corporation under the SFO, holding valid Type 1, 4, 6, and 9 licenses which remain valid and subsisting at the date of this Agreement and up to the Completion Date and save for holding the aforesaid licences and carrying out the regulated activities under aforesaid licences, CSL has never carried out any business or activities nor held any subsidiaries, shares or other interests in any company and entity for investment purposes since its incorporation.

3. Financial matters

- I. The audited accounts of the Company, CSL and CFP were prepared in accordance with the Hong Kong Financial Reporting Standards (“HKFRS”) at the time they were prepared and give a true and fair view of the then state of affairs and financial position of the Company, CSL and CFP, as the case may be.
- II. The Completion Accounts (including the Proforma Completion Accounts as referred to in Schedule 5), the NAV Report (as referred to in Schedule 5) and the Management Accounts, each in the form to be agreed by the Seller and the Purchaser), will be prepared by applying accounting policies consistent with HKFRS and will give a true and fair view of the state of affairs and financial position of the Company, CSL and CFP (both company level and consolidation level), as at the NAV Date or the Completion Date, as the case may be and the profits or losses for the period from 1 April 2025 to the NAV Date or the Completion Date, as the case may be and each of the items as stated in the Completion Accounts (including the Proforma Completion Accounts), the NAV Report and the Management Accounts shall be accurate and correct subject to the paragraph 5 of Schedule 5. Without limiting or prejudice to the generality of the foregoing, the Completion Accounts and the NAV Report will make provision for all established liabilities or make proper provision for (or contain a notice in accordance with good accounting practice respecting) all deferred or contingent liabilities (except the liabilities in respect of the Litigation) in accordance with Hong Kong Financial Reporting Standards as at the Completion Date including deferred taxation where appropriate.
- III. Save and except (a) Shareholder’s Loan (the benefit of which shall be assigned to the Purchaser in accordance with the terms and conditions of this Agreement);

(b) the liabilities (including tax liabilities) arising from the transactions in the normal course of business on arm's length commercial terms or maintenance of the subsisting and validity of the Company, CSL and CFP; and (c) the liabilities arising from and in connection with Litigation (including the matters giving rise to the Litigation) which (including the estimated amount according to the Seller's best knowledge) the Seller shall fully disclose to the Purchaser, there are no loans, guarantees, pledges, encumbrances or other liabilities (contingent or otherwise) of the Company, CSL and CFP resulting from or by reference to any transaction, matter, activities, things, event or circumstances.

- IV. The Seller warrants that there should not be any material change between the NAV Report and the Management Accounts save for the assets and liabilities arising from the arm's length transactions in the normal course of business of the Company, CSL and CFP from but excluding the NAV Date to the Completion Date.

4. Accuracy and adequacy of information

- I. The copy of the constitutional documents of the Company, CSL and CFP provided to the Purchaser is complete and accurate in all material respects, has attached to it copies of all resolutions and other documents required by law to be so attached.
- II. All the accounts, books, ledgers and financial and other records of each of the Company, CSL and CFP have been properly kept in accordance with normal business practice and the laws, rules and regulations and guidelines issued by all relevant authorities to which it is subject and are in their respective possession or under their control and all material transactions relating to their business have been duly and correctly recorded therein and there are no material inaccuracies or discrepancies of any kind contained or reflected in such accounts, books, ledgers and financial and other records.
- III. The statutory books (including but not limited to all registers and minute books) of each of the Company, CSL and CFP have been properly kept and contain (in respect of matters up to but not including Completion) an accurate and true record of the matters which should be dealt with in those books and contain no material inaccuracies or discrepancies of any kind and no notice or allegation that any of them is incorrect or should be rectified has been received.

5. Trademarks

Save for the Trademarks as listed out in Schedule 6, the Seller and its subsidiaries do not have or use any other marks, brands, business names which are identical or similar to any of the Trademarks. The Seller further warrants that from and after Completion Date, the Seller shall not and shall procure its subsidiaries and affiliates not to use or register any marks, logo, brands and names which are

identical or confusingly similar to any of the Trademarks and logo, brands and names of the Company, CSL and/or CFP.

6. Power of attorney

The Company, CSL and CFP has not given any powers of attorney or other authority express, implied or ostensible which is still outstanding or effective at Completion to any Person to enter into any contract or commitment to do anything on their respective behalf.

7. Insolvency

- I. The Company, CSL and CFP is not in receivership or liquidation and each of them has taken no steps to enter into liquidation and no petition has been presented for winding up the Company CSL or CFP.
- II. The Company, CSL and CFP has not stopped payment or is insolvent or unable to pay its debts when due.

8. Tax

The Company, CSL and CFP have fully and punctually paid all taxes and levies as the same become due and payable and the Company, CSL nor CFP are not or are not likely to be subject to any tax penalties.

9. Litigations

Save as Disclosed (including the Litigation and the facts and matters giving rise to the Litigation), no litigation, arbitration, administrative or regulatory proceeding (including by the SFC), investigation by any competent authorities, disputes (including but not limited to objection raised by any tax authorities), claims or demands is presently taking place, pending against or affect the Company or CSL or CFP or any of its material assets or licensed employee(s).

10. Employees

None of the Company, CSL and CFP has engaged any employees save as disclosed prior to the date of this Agreement. The Seller agrees and warrants that the Seller shall at its own costs procure the Company, CSL and CFP to terminate all the employments of their employees and shall bear and pay all the severance payments, long service payments and compensations (if any) arising from termination of employment before the NAV Date and provide the Purchaser written confirmation from their employees confirming no claim against each of the Company, CSL and CFP, whether by way of compensation, remuneration, severance payments, pensions, expenses or otherwise. If above termination and/or the necessary payment to the employees have not been made before Completion, the Seller shall upon Completion pay to the Purchaser a sum

equivalent to the total outstanding long service payments and severance payments arising from such termination, whether accrued and to be accrued.

11. Compliance with legal requirements

- I. Save as Disclosed, each of the Company, CSL and CFP has complied with and observed in all respects all laws, rules and regulations, legal and procedural requirements and other formalities in connection with the Company, CSL and CFP (as the case may be) concerning its constitutional documents; the statutory filing required by the Companies Ordinance or equivalent legislation; issue of shares; its directors, officers and licensed persons; and its businesses.
- II. Save as Disclosed, there has been no material breach by the Company, CSL and CFP of any legislation or regulations affecting its business.

SCHEDULE 2

CONDITIONS TO COMPLETION

Completion shall be conditional upon the fulfilment of each of the following conditions precedent (unless it is waived by the Purchaser in writing) on or before Long Stop Date.

1. **Compliance with Laws**
The execution, delivery, and performance of this Agreement by each party hereto is in compliance with all applicable laws, including the Listing Rules, the SFO, and regulations governing the Seller, the Purchaser, and the Company, CFP and CSL, including but not limited to the approval by the shareholders of the Seller of this Agreement and the transactions hereunder at the extraordinary general meeting of the Seller as required under the Listing Rules.
2. **Due Diligence**
The result of the due diligence investigation on the Company, CSL and CFP and its assets and businesses (including but not limited to the Seller's title to the Shares) being found satisfactory by the Purchaser on or before Completion.
3. **Warranties**
Each of the Warranties and the warranties given by the Purchaser under this Agreement remains true, accurate, and not misleading in all material respects as of the Completion Date, by reference to the facts and circumstances then subsisting.
4. **Regulatory Approvals**
The SFC has granted all necessary approvals (unconditional or subject to customary conditions) under the SFO for the Purchaser (or its nominees) to become an ultimate sole shareholder of CSL through the acquisition of the Shares of the Company; and the change of shareholder of Crosby Asset Management Limited from the Company back to the Seller or its nominee, including pre-approval under section 132 of the SFO for the change in control of a licensed corporation.
5. **No Material Adverse Change**
No event or circumstance has occurred that would have a material adverse effect on the financial condition, operations, prospects, or regulatory status of the Company, CSL or CFP, other than developments in the Litigation.
6. **Litigation Disclosure**
The Seller has provided to the Purchaser full particulars of the Litigation, including all material pleadings, court orders, and correspondence with the plaintiff, to the extent permitted by law.

SCHEDULE 3 COMPLETION ARRANGEMENTS

Part A (Seller's Obligations)

At Completion, the Seller shall deliver to the Purchaser:

- 1) Duly executed instruments of transfer for the Shares in favour of the Purchaser or its nominee, together with the relevant original share certificates for the Shares issued in the name of the Seller.
- 2) (insofar as they have not been delivered to the Purchaser on the NAV Date) letters of resignation and written confirmation by the employees of the Company, CSL and CFP as designated by the Purchaser confirming that they have no claims against each of the Company, CSL and CFP whether by way of compensation, remuneration, severance payments, pensions, expenses or otherwise.
- 3) the written notice and direction to the BVI registered agent of the Company duly executed by the Seller (i) notifying the change of administrator of the Company to such person designated by the Purchaser and (ii) directing the updating of the register of members of the Company to reflect the transfer of ownership of the Shares contemplated under this Agreement.
- 4) the Counterpart of the deed of assignment in respect of the Shareholder's Loan (if any), the Tax Deed and other Completion Documents necessary for the purpose of this Agreement and the transactions contemplated hereunder, each duly executed by the Seller.
- 5) (insofar as they have not been delivered to the Purchaser on the NAV Date) documentary evidence showing that the existing tenancy agreements and/or leases to which the Company, CSL and/or CFP is/are subject has been terminated or otherwise novated and their respective obligations and liabilities (whether past, present or future) under such tenancy agreements and leases have been fully released and discharged;
- 6) (insofar as they have not been delivered to the Purchaser before Completion) the originals of share certificates for the entire issued shares of CSL and CFP, each in the name of the Company and, in respect of each of the Company, CSL and CFP,
 - (i) all the minute books (duly written up-to-date but excluding the Completion Date), the originals of old share certificates, share certificate books, previous transfer documents, register of members, register of directors, (where applicable) register of secretaries, significant controllers register, register of charges, common seal and rubber chop(s), certificate of incorporation, (where applicable) certificate of change of name, old and valid business registration certificate, together with copies of constitutional documents and all statutory forms filed with the Companies Registries of Hong Kong and the BVI;
 - (ii) original licences in respect of the regulated activities and original certificates of registration of the Trademarks;
 - (iii) cheque books (if any), bank statements (if any), books of account, vouchers, ledgers and journals (if any), audited accounts, tax returns

- together with tax computations, and declarations filed and related correspondence;
- (iv) all agreements (including but not limited to termination agreements) insurance policies and appointment letters, etc.: and
 - (v) all other documents and records (as may be reasonably required to give good title to the Shares, the entire issued shares in CSL and CFP and the assets owned by them.
- 7) the Completion Accounts certified by a director of the Company, CSL and CFP, as the case may be;
 - 8) the Management Accounts provided that if such Management Accounts is not available on the Completion Date, the Seller shall deliver to the Purchaser the Management Accounts no later than 10 Business Days after the Completion Date;
 - 9) the board resolutions of the Company, CSL and CFP in respect of the following:
 - (i) (applicable to the Company only) the approval of the transfer of the Shares, the Tax Deed and the other Completion Documents to which it is a party, the issue to the Purchaser (or its nominees) of share certificate in respect of the Shares, the registration of the Purchaser (or its nominees) as holder of the Shares;
 - (ii) (applicable to the Company only) the sealing of new share certificates for the Shares in favour of the Purchaser (or its nominees);
 - (iii) the appointment as director and secretary (if any) and administrator (if any) of such persons as the Purchaser may nominate, subject to those persons consenting to such appointment and not being disqualified in law or under its articles of association from holding those offices;
 - (iv) the acceptance of the resignation of the existing directors and (if any) secretary as designated by the Purchaser,; and
 - (v) the change of its registered office and/or correspondence address to such place as the Purchaser may specify.
 - 10) Certified true copy of board resolutions of the Seller approving the execution, delivery and performance of this Agreement, the Completion Documents to which it is a party and the sale of the Shares and the Shareholder's Loan and other transactions contemplated thereunder.
 - 11) A certificate signed by a director of the Seller confirming that all Conditions (except those Conditions which has been waived by the Purchaser in writing) to Completion (except those solely relating to the Purchaser) have been fulfilled.
 - 12) Written confirmation that all the warranties set out in Schedule 1 remain true, accurate, and not misleading as of the Completion Date.
 - 13) The Completion Accounts of the Company as at the Completion Date, together with all financial records necessary for the Purchaser to verify the NAV, and, if available, the NAV Report per Schedule 5.

Part B (Purchaser's Obligations)

At Completion, the Purchaser shall:

- 1) Pay the Consideration (or the Estimated Consideration subject to adjustments according to Schedule 5, as the case may be), as determined or estimated in accordance with Clause 4 and Schedule 5, to the Seller's designated bank account by wire transfer of immediately available funds:
 - (i) Account Name: Quali-Smart Holdings Limited
 - (ii) Bank: Hang Seng Bank Limited
 - (iii) Account Number: 787-454925-001
- 2) Deliver a certified true copy of board resolutions of the Purchaser approving the execution, delivery and performance of this Agreement, the Completion Documents to which it is a party and the acquisition of the Shares and the Shareholder's Loan and other transactions contemplated thereunder.
- 3) The counterpart of the Tax Deed and other Completion Documents to which it is a party, each duly executed by the Purchaser

SCHEDULE 4
LITIGATION DISCLOSURE

Details of Litigation

Case Number: HCA 1569/2024

Court: High Court of Hong Kong

Plaintiff: Shan Wenhai

Defendant: Crosby Securities Limited

Nature of Claim: misrepresentation in connection with securities transactions

Potential Exposure: Claim for HK\$250,964,107.80, subject to court determination

Disclosed Documents

All correspondences and legal documents in relation the above stated case and matters

SCHEDULE 5 NAV DETERMINATION

1. Calculation of NAV

The NAV of the Company, CSL and CFP on consolidation basis shall be calculated as the total carrying value of its assets less the total carrying value of its liabilities (including actual or contingent, accrued or deferred liabilities but of liabilities indemnified under Clause 9) as at the close of business on the NAV Date.

2. Preparation of Completion Accounts (in the form to be agreed by the Seller and the Purchaser)

The Seller shall procure that the Company prepares a proforma of the Completion Accounts ("**Proforma Completion Accounts**"), including a balance sheet and income statement of each of the Company, CSL and CFP and the consolidated balance sheet and consolidated income statement of the Company with supporting schedules detailing all assets and liabilities, no later than three (3) Business Days prior to the Completion Date.

The Proforma Completion Accounts shall be delivered to the Purchaser for review, verification and agreement. The Seller shall deliver to the Purchaser the Completion Accounts based on the Proforma Completion Accounts as agreed.

3. Estimated Consideration

If the NAV Report (hereinafter defined) is not available by the Completion Date, the Purchaser shall pay an estimated Consideration (the "**Estimated Consideration**") based on the formula as set out in Clause 5 with reference to the Completion Accounts.

The Estimated Consideration shall be subject to adjustment upon issuance of the NAV Report, as follows:

If the verified NAV (per the NAV Report) exceeds the Estimated Consideration, the Purchaser shall pay the difference to the Seller.

If the verified NAV is less than the Estimated Consideration, the Seller shall refund the difference to the Purchaser.

Any adjustment payment mentioned above shall be made within five (5) Business Days of the NAV Report's issuance, together with interest at the Hong Kong Interbank Offered Rate (HIBOR) plus 1% per annum from the Completion Date to the date of payment.

4. Determination of Consideration

The Consideration shall be calculated with reference to the NAV Report as determined in accordance with paragraph 5 below.

The Consideration shall be final and binding on the parties, as adjusted pursuant to the dispute resolution mechanism below. For the avoidance of doubt, the Consideration determined pursuant to the dispute resolution mechanism shall not limit nor prejudice the rights and remedies of the Purchaser under the Seller's indemnity under this Agreement and the Seller's tax indemnity.

5. Dispute Resolution

If any party disputes the Completion Accounts or the calculation of the Consideration, it shall notify the other party in writing within 21 Business Days of receipt of the Completion Accounts, specifying the items in dispute, its proposed Consideration and the reasons therefor provided that the Seller shall not claim a dispute unless the difference in dispute is more than HK\$1,000,000 and (if a notice of dispute is served by the Seller), the Seller may only claim such portion exceeding HK\$1,000,000.

The parties shall endeavour to resolve the dispute in good faith within five (5) Business Days of such notice.

If the dispute remains unresolved, the matter shall be referred to an independent accounting firm (the "**Dispute Accountant**"), whose determination of the NAV shall be final and binding on the parties.




The Dispute Accountant shall issue its determination within ten (10) Business Days of referral, unless otherwise agreed.

The Seller shall issue a fresh Completion Accounts (including the calculation of the Consideration) in accordance with the determination of the Dispute Accountant or (if the parties are able to resolve the dispute as mentioned above) ("**NAV Report**") and (where applicable) adjustment payment shall be made by the Seller or the Purchaser, as the case may be, in accordance with paragraph 3 above.

If no notice of disputes is served, the Completion Accounts delivered by the Seller to the Purchaser upon Completion shall be deemed as NAV Report.

The costs of the Dispute Accountant shall be borne by the party whose proposed NAV is furthest from the Dispute Accountant's determination, or shared equally if the difference is equidistant.

SCHEDULE 6
LIST OF REGISTERED TRADEMARKS

Trademark	Jurisdiction	Class	Registration no.	Registration date	Expiry date	Registered Owner
<div style="border: 1px solid black; padding: 2px;"> A CROSBY B Crosby C crosby </div>	Hong Kong	9, 16, 35, 42	300055908	30/07/2023	30/07/2033	Crosby Securities Ltd
	Hong Kong	36	200113363	06/04/2017	05/04/2027	Crosby Securities Ltd
CROSBY	PRC	36	3881108	20/04/2016	19/04/2026	Crosby Securities Ltd
	Hong Kong	36	301793818	20/12/2020	19/12/2030	Crosby Securities Ltd
	Hong Kong	36	301826163	01/02/2021	31/01/2031	Crosby Securities Ltd

SCHEDULE 7
THE FORM OF TAX DEED

Form of Tax Deed

Dated [●]

Quali-Smark Holdings Limited
(as Assignor)

and

Emperor Capital Investment Holdings Limited
(as Assignee)

and

Crosby Asia Limited

DEED OF INDEMNITY

in respect of

TAXATION

THIS DEED OF INDEMNITY is made on

BY:

Quali-Smart Holdings Limited, an exempted company incorporated under the laws of the Cayman Islands (“**Seller**”) with its registered office at Cricket Square, Hutchins Drive, P.O. Box 2681, Grand Cayman KY1-1111, with its principal place of business in Hong Kong at Workshop C, 19th Floor, TML Tower, No.3 Hoi Shing Road, Tsuen Wan, New Territories, Hong Kong; and

IN FAVOUR OF

Emperor Capital Investment Holdings Limited, a company incorporated under the laws of the British Virgin Islands, whose registered office is at Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands (“**Purchaser**”)

and

Crosby Asia Limited (Company No. 1871283), a company incorporated under the laws of the British Virgin Islands (Company No. 1871283) with the registered address at Quijano Chambers, P.O. Box 3159, Road Town, Tortola, British Virgin Islands (the “**Company**”).

(each of the Seller, the Purchaser and the Company is referred to as “**Party**” and the “**Parties**” means any two or more of them, as the context may require)

WHEREAS :-

- (A) By a sale and purchase agreement dated 6 June 2025 relating to the sale and purchase of all the issued ordinary shares of and shareholder’s loan to the Company (the “**SP Agreement**”) made between the Seller and the Purchaser, the Seller has agreed to sell and the Purchaser has agreed to purchase the Shares (as defined in the SP Agreement) and Shareholder’s Loan (as defined in the SP Agreement) on the terms and conditions therein contained.
- (B) It is a term of the SP Agreement that the Seller shall deliver to the Purchaser and the Company this Deed upon completion of the SP Agreement.

NOW THIS DEED WITNESSES as follows:-

1. INTERPRETATION

- 1.01 Words and expressions used herein, unless otherwise expressed or required by context, shall have the meanings as those used or defined in the SP Agreement.
- 1.02 In this Deed, in addition to the definitions in the SP Agreement, the following words and expressions shall have the following meanings:-

Expression

Group

Meaning

collectively the Company and its subsidiaries, the

brief particulars of which are set out in the Schedule hereto; and the "Group Member" means any one of them and "Group Members" means two or more of them, as the context may require;

Tax Claim

any assessment, notice, demand or other document issued or action taken by or on behalf of any revenue, fiscal or customs authority whether of Hong Kong or any other applicable jurisdiction under which the Group Member is liable or is sought to be made liable for any payment of Taxation or to be deprived of any Relief which Relief would, but for the Tax Claim, have been available to a Group Member; and

Relief

any relief, allowance, set-off or deduction in computing profits or credit or right to repayment of Taxation available to a Group Member granted by or pursuant to any legislation concerning or otherwise relating to Taxation.

- 1.03 In the event of deprivation of any Relief, there shall be treated as an amount of Taxation for which liability has arisen to the extent that if such deprivation results in liability to make actual payments of Tax but not for loss of tax benefit.

2. Indemnity

- 2.01 Subject as hereinafter provided, the Seller hereby covenants and agrees with the Purchaser and the Company (acting for itself and the Group Members) that it will fully and effectually indemnify and at all times keep fully and effectually indemnified the Purchaser and/or each of the Group Members from and against:-

- (a) any and all Taxation falling on any Group Member(s) resulting from or by reference to any income, profits, gains, transactions, events, matters or things earned, accrued, received, entered into, existing or occurring up to the Date of this Deed, whether alone or in conjunction with any other circumstances whenever occurring and whether or not such Taxation is primarily chargeable against or attributable to any other person, firm or company, but not further or otherwise;
- (b) all costs (including all legal costs), expenses or other liabilities which the Purchaser and/or any Group Member(s) may reasonably incur in connection with:-
 - (i) any legal proceedings in which the Purchaser and/or the relevant Group Member claims under or in respect of this Deed and in which judgment is given for the Purchaser and/or the relevant Group Member;
 - (ii) the enforcement of any such settlement or judgment; or

(iii) any settlement of any claim under this Deed.

3. Limitation of Liabilities

3.01 This Deed does not cover any Tax Claim and the Seller shall be under no liability under this Deed in respect of Taxation:-

- (a) to the extent that provision or allowance has been made for such Taxation in the NAV Report as agreed or determined in accordance with Schedule 5 of the SP Agreement; or
- (b) which would not have arisen but for any act or omission effected at the written request of the Purchaser prior to Completion; or
- (c) to the extent that such Tax Claim arises or is incurred as a result of the imposition of Taxation as a consequence of any change in the law or practice or interpretation or accounting policies coming into force after the date hereof or to the extent such Tax Claim arises or is increased by an increase in rates of Taxation after the date hereof, each whether with retrospective effect or not; or
- (d) to the extent that such Taxation or Tax Claim would not have arisen but for any voluntary transaction or act or omission of the relevant Group Member or the Purchaser (whether alone or in conjunction with some other act, omission or transaction whenever occurring) after Completion; or
- (e) for which the relevant Group Member is primarily liable as a result of transactions after Completion.

3.02 (a) Any provision for Taxation (not being a provision for deferred Taxation) in the NAV Report as agreed or determined in accordance with Schedule 5 of the SP Agreement having been proved to have been over provided for; and

- (b) the amount of Relief due to or received by the Purchaser or the relevant Group Member by reference to the period up to Completion to the extent that they can be utilised to reduce a liability to Taxation (except to the extent that the same shall have been taken into account in the NAV Report),

shall be set off against the liability of the Seller under this Deed.

3.03 Notwithstanding anything to the contrary in this Deed, no claim under this Deed shall be made if a claim in respect thereof has been made under the SP Agreement (whether for breach of Warranty or otherwise) or under any documents giving effect to the transactions under the SP Agreement;

4. Undertakings of the Parties

4.01 In the event of any Tax Claim arising, the Purchaser and the relevant Group Member shall give or procure that notice thereof is given, as soon as reasonably practicable, to

the Seller and, as regards any Tax Claim, the Purchaser and the relevant Group Member shall take such action as the Seller may reasonably request to cause the Tax Claim to be withdrawn, or to dispute, resist, appeal against, compromise or defend the Tax Claim and any determination in respect thereof, but subject to the Purchaser and such relevant Group Member being indemnified and secured to their reasonable satisfaction by the Seller from and against any and all costs, losses and liabilities (including increase Taxation) which may be thereby sustained or incurred.

- 4.02 Without the prior written approval of the Seller (which shall not be unreasonably withheld or delayed), the Purchaser or the relevant Group Member shall make no settlement of any Tax Claim nor agree any matter in the course of disputing any Tax Claim likely to affect the amount thereof or the future taxation liability of the Purchaser or the Group Member(s).

5. Reimbursement

If after the Seller has made any payment pursuant to this Deed, the Purchaser or any Group Member has received a refund of all or part of the relevant Taxation in relation to that particular Tax Claim, the Purchaser and/or the relevant Group Member shall repay to the Seller the payment previously paid by the Seller or the refund received by the relevant Group Member and/or the Purchaser after deducting all the costs and expenses actually incurred by the Purchaser or such relevant Group Member in recovering such refund and the additional Taxation suffered or incurred by the Purchaser or such relevant Group Member in consequence of such refund, whichever is the lower.

6. Miscellaneous

- 6.01 Time shall be of the essence of this Deed.

- 6.02 This Deed is governed by and shall be construed in all respects in accordance with the laws of Hong Kong and the Parties irrevocably submit to the non-exclusive jurisdiction of the Hong Kong courts in relation to any proceedings arising out of or in connection with this Deed.

- 6.03 The Parties intended that the provisions of this Deed shall be enforced to the maximum extent permissible under the applicable laws. If any particular provision or part of this Deed shall be held to be invalid or unenforceable, this Deed shall be deemed to be amended by the deletion of the provision or part held to be invalid or unenforceable or, to the extent permissible by the applicable laws, such provision or part shall be deemed to be varied in such a way as to achieve most closely the purpose of the original provision or part in a manner which is valid and enforceable, provided that for the avoidance of doubt, such amendments shall apply only with respect to the operation of this Deed in the jurisdiction in which the decision as to invalidity or unenforceability is made.

- 6.04 The whole or any part of the benefit of this Deed shall not be assignable by any Party without the prior written consent of the other parties hereto.

- 6.05 No delay or omission by any of the Parties in exercising any rights, powers or privileges hereunder shall impair such rights, powers or privileges or be construed as a waiver thereof. Any single or partial exercise of any such rights, power or privileges shall not preclude the further exercise of any right, power or privilege. The rights and remedies of any of the Parties provided in this Deed are cumulative and not exclusive of any rights and remedies provided by law.
- 6.06 No person other than to the parties to this Deed and the Group Members will have any right under the Contracts (Rights of Third Parties) Ordinance (Cap.623) to enforce or enjoy the benefit of any of the provisions of this Deed. Application of the Contracts (Rights of Third Parties) Ordinance is hereby expressly excluded.

IN WITNESS whereof the Parties have caused this Deed duly executed the day and year first above written.

SCHEDULE

List of Subsidiaries of the Company

Name	: CROSBY SECURITIES LIMITED
Place of Incorporation	: Hong Kong
Company Number	: 59848534
Registered Office	: 5 th Floor, Capital Centre, 151 Gloucester Road, Wanchai, Hong Kong
Name	: CROSBY FINANCIAL PRODUCTS LIMITED
Place of Incorporation	: Hong Kong
Company Number	: 65576369
Registered Office	: 5th Floor, Capital Centre, 151 Gloucester Road, Wanchai, Hong Kong

The Seller

SEALED WITH THE COMMON SEAL of)
QUALI-SMART HOLDINGS LIMITED)
and SIGNED by)

in the presence of:

) _____
) Name:
) Title: Authorised Signatory

Signature of witness: _____
Name:

The Purchaser

SEALED WITH THE COMMON SEAL)
of **EMPEROR CAPITAL**)
INVESTMENT HOLDINGS LIMITED)
and SIGNED by)

in the presence of:

Name:
Title: Authorised Signatory

Signature of witness:

Name:

The Company

SEALED WITH THE COMMON SEAL)
of)
CROSBY ASIA LIMITED)
and SIGNED by)

in the presence of:

Name:
Title: Authorised Signatory

Signature of witness:

Name:

EXECUTED by the parties on the date first written above:

SIGNED by
for and on behalf of
Quali-Smart Holdings Limited

)
)
)

For and on behalf of
Quali-Smart Holdings Limited



.....
Authorised Signature(s)

SIGNED by Hon Min Yee Caroline and Sin Wing Hung)
for and on behalf of)
Emperor Capital Investment Holdings Limited)

For and on behalf of
Emperor Capital Investment Holdings Limited
英皇證券投資控股有限公司

.....
Authorised Signature(s)