

CONFIRMATORY DEED

THIS DEED OF CONFIRMATION ("this Deed") is made this 18<sup>th</sup> day of December 2017

**BETWEEN:**

1. HA CHAK HUNG (Hong Kong Identity [REDACTED]  
[REDACTED] ("Mr. Ha"); and
2. IP CHU SHING (Hong Kong Identity [REDACTED]  
[REDACTED] ("Mr. Ip").

**WHEREAS:**

- (A) The parties to this Deed (collectively, the "Parties" and each a "Party") are the shareholders and directors of the companies set out in the Appendix to this Deed (the "Companies"). Since the respective effective date stated in the Appendix to this Deed (the "Effective Date") and up to the date hereof, each of the Companies has been beneficially owned as to 50% by Mr. Ha and as to 50% by Mr. Ip.
- (B) Each of Mr. Ha and Mr. Ip is a director of each of the Companies.
- (C) In preparation of the listing on the Growth Enterprise Market ("GEM") of The Stock Exchange of Hong Kong Limited (the "Stock Exchange"), the Companies will undergo a corporate reorganisation pursuant to which the Companies will be directly or indirectly held by Grand Talents Group Holdings Limited (the "Listco"), whose shares are expected to be listed on the GEM of the Stock Exchange.
- (D) The parties have been acting in concert (for purpose of the Codes on Takeovers and Mergers and Share Buy-backs issued by the Securities and Futures Commission) (the "Takeovers Code") with one another in respect of all major affairs concerning the Companies since they became interested in and possessed voting rights in the Companies.
- (E) The Parties are desirous of entering into this Deed to confirm and ratify the arrangement outline in paragraph (D) above in writing on and subject to the terms of this Deed.

**NOW IT IS HEREBY AGREED** as follows:

1. The Parties hereby agree, confirm and ratify that since the Effective Date, the Parties, whether by themselves or via any corporate vehicles, have been collectively cooperating and acting in concert (having the meaning as ascribed thereto in The Codes on Takeovers and Mergers and Share Buy-backs published by the Securities and Futures Commission of Hong Kong) with one another in respect of all material management matters, voting decision and/or business decision relating to the Group required to be approved by shareholders under the

articles of association of the Companies (including but not limited to financial and operation policy, declaration of dividends, annual budget, execution of material contracts and investment and appointment of directors and senior management relating to the Group), and the Parties had first communicated, discussed and come to a unanimous decision in all shareholders' meetings and had reached the unanimous decision and resolution in accordance with the consensus achieved among them.

2. The Parties hereby undertake with one another that from the date of this Deed, among other things:
  - (i) when exercising his respective voting rights at the shareholders' meetings of the Companies and, if applicable, through the Listco, they shall vote, or procure any entities which were entitled to vote at the shareholders' meetings to vote, as the case may be, collectively and unanimously in accordance with the consensus achieved among the Parties; and
  - (ii) prior to voting on any resolutions in shareholders' meeting and board meeting of the Companies and, if applicable, through the Listco, each of the Parties will collectively discuss the relevant matters with one another with a view to reaching consensus and a unanimous vote.
3. The Parties agree and confirm that the information contained in this Deed is true, accurate, complete without any omission and not misleading in any aspect.
4. The arrangements under this Deed shall continue to have effect unless:
  - (i) the Parties agree in writing to terminate the same at any time; or
  - (ii) upon the passing of a shareholders' resolution to wind up or liquidate the Listco in accordance with the applicable laws.
5. Any variation of or amendment to this Deed shall be made in writing by all Parties.
6. This Deed shall be binding upon the successors and permitted assigns of the Parties.
7. This Deed may be executed in any number of counterparts, and by the Parties on separate counterparts, but shall not be effective until each Party has executed at least one counterpart. Each counterpart shall constitute until each Party has executed at least one counterpart. Each counterpart shall constitute an original of this Deed, but all counterparts shall together constitute one and the same instrument.
8. This Deed is governed by and shall be construed in accordance with the laws of Hong Kong. Each Party hereby irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Hong Kong.

**APPENDIX**

<b>Company Name</b>	<b>Place of Incorporation and Company number</b>	<b>Effective Date</b>	<b>Beneficial Shareholders</b>	<b>Directors</b>
Talent Mark Development Limited	Hong Kong (1450261)	16 August 2011	Mr. Ha (50%) Mr. Ip (50%)	Mr. Ha Mr. Ip
Talent Mart Construction Co., Limited	Hong Kong (2082284)	4 April 2014	Mr. Ha (50%) Mr. Ip (50%)	Mr. Ha Mr. Ip
Grand Talents Group Holdings Limited	Cayman Islands (HL-328373)	23 October 2017	Mr. Ha (50%) Mr. Ip (50%)	Mr. Ha Mr. Ip
China Talents Group Limited	British Virgin Islands (1937282)	17 February 2017	Mr. Ha (50%) Mr. Ip (50%)	Mr. Ha Mr. Ip
Talent Prime Group Limited	British Virgin Islands (1949985)	26 July 2017	Mr. Ha (50%) Mr. Ip (50%)	Mr. Ha Mr. Ip

AS WITNESS this Deed has been duly executed as a deed by the Parties hereto on the day and year first written above.

SIGNED, SEALED and DELIVERED )  
by HA CHAK HUNG )  
in the presence of:- )



SIGNED, SEALED and DELIVERED )  
by IP CHU SHING )  
in the presence of:- )

