

**Execution version**

**DATE: 17 JULY 2020**

**FU JINGQI**  
**(as Chargor)**

**AND**

**KOO YUEN KIM**  
**(as Chargee)**

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**SHARE CHARGE**  
relating to certain issued share capital of  
**GREENTECH TECHNOLOGY INTERNATIONAL LIMITED**  
**(綠科科技國際有限公司)**

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THIS DEED is dated 17 July 2020

**BETWEEN:**

- (1) FU JINGQI, holder of Hong Kong identity card no. [REDACTED], of [REDACTED], as chargor (the "Chargor"); and
- (2) KOO YUEN KIM, holder of Malaysia passport no. [REDACTED], of [REDACTED], as chargee (the "Chargee").

**WHEREAS:**

- (A) The Chargor is entering into this Deed in connection with the Sale and Purchase Agreement (as defined below) and the Promissory Note (as defined below).
- (B) The Chargee and the Chargor intend this Deed to take effect as a deed of the Chargor (notwithstanding that the Chargee may have executed it under hand only).

**THIS DEED WITNESSES THE FOLLOWING:**

1. **INTERPRETATION**

1.1 **Definitions**

Terms defined in the Sale and Purchase Agreement (as defined below) and the Promissory Note (as defined below) shall, unless otherwise defined in this Deed or unless a contrary intention appears, bear the same meaning when used in this Deed and the following terms shall have the following meanings:

"Additional Rights" means in relation to any asset:

- (a) the proceeds of sale of that asset or any part of that asset;
- (b) any monies and proceeds paid or payable in relation to that asset; and
- (c) the benefit of all other rights, powers, claims, consents, contracts, warranties, security, guarantees, indemnities or covenants for title in respect of that asset,

including the Dividends.

"Authorisation" means an authorisation, consent, approval, resolution, licence, filing, notarisation, registration or exemption.

"Charged Assets" means all the assets from time to time subject, or expressed to be subject, to the Charges.

"Charged Company" means Greentech Technology International Limited (綠科科技國際有限公司), a company incorporated under the laws of Cayman Islands whose registered office is at Cricket Square, Hutchins Drive, P.O. Box 2681, Grand Cayman, KY1-1111, Cayman Islands and the shares of which are listed on The Stock Exchange of Hong Kong Limited (stock code: 195).

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**“Charged Shares”** means all the Shares and related rights and interests which, as at the date of this Deed, are legally and/or beneficially owned by the Chargor (including 800,000,000 Shares acquired by the Chargor from the Chargee pursuant to the Sale and Purchase Agreement) and which are held from time to time in the Custodian Account or in certificated form by the Chargor; and the Future Shares.

**“Charges”** means all or any of the Security created or expressed to be created by or pursuant to this Deed.

**“Clearing Accounts”** means the accounts and records which a Clearing System maintains, or at any time in the future may open, in the name of the Chargor in respect of any Charged Shares delivered to it by the Chargor.

**“Clearing System”** means CCASS and any other clearing system agreed by the Chargor and the Chargee and, in the context of the Custodian Account, the Custodian.

**“Companies Ordinance”** means the Companies Ordinance (Cap. 622 of the Laws of Hong Kong).

**“Compulsory Sale”** has the meanings ascribed to it under the Sale and Purchase Agreement.

**“CPO”** means the Conveyancing and Property Ordinance (Cap. 219 of the Laws of Hong Kong).

**“Custodian”** means Golden Eagle Brokerage Limited of Unit 1602, 16/F., Greenfield Tower, Concordia Plaza, No. 1 Science Museum Road, Tsim Sha Tsui, Kowloon, Hong Kong.

**“Custodian Account”** means the securities account in the name of the Chargor held with the Custodian with the account number [REDACTED].

**“Deed”** means this deed of share charge.

**“Delegate”** means a delegate or sub-delegate appointed under Clause 10.2 (*Delegation*).

**“Deposit”** means at any time, the balance standing to the credit of the Custodian Account at that time and all rights, benefits and proceeds in respect thereof.

**“Dividends”** means, in respect of the Chargor, all present and future:

- (a) dividends and distributions of any kind including cash dividends, stock dividends, liquidating dividends, non-cash dividends and any other sum received or receivable in respect of any of the Charged Shares;
- (b) rights, shares, money or other assets accruing or offered by way of stock splits or reclassifications redemption, bonus, option or otherwise in respect of any of the Charged Shares;
- (c) allotments, offers, warrants and rights accruing or offered in respect of any of the Charged Shares; and
- (d) other rights and assets attaching to, deriving from or exercisable by virtue of the ownership of, any of the Charged Shares.

**“Enforcement Event”** means the occurrence of an Event of Default which is continuing.

**“Event of Default”** has the meanings ascribed to it under the Promissory Note.

**“Event of Default Notice”** has the meanings ascribed to it under the Promissory Note.

**“Future Shares”** means:

- (a) all the Shares to be acquired by the Chargor; and
- (b) related rights and interests which are to be legally and/or beneficially owned by the Chargor in respect of the Future Shares.

**“HKSCC”** means Hong Kong Securities Clearing Company Limited or its successor(s).

**“Obligations”** means the payment and performance (whether at stated maturity, by acceleration or otherwise) of all obligations and liabilities now or hereafter due, owing or incurred by the Chargor to the Chargee under the Transaction Documents (whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently and whether as principal, surety or otherwise denominated in Hong Kong dollars or any other currency, or incurred in any current or other banking account or in any other manner whatsoever) including all fees, commissions and other costs, charges and expenses (including legal and other fees on a full indemnity basis) incurred by the Chargee in relation to the Chargor under or pursuant to the Transaction Documents.

**“Party”** means a party to this Deed and includes its successors in title, permitted assigns and permitted transferees.

**“Promissory Note”** means the 8% coupon promissory note in the principal amount of HK\$160,000,000 due on the fifth (5<sup>th</sup>) anniversary (or if extend at the option of the Chargor, the sixth (6<sup>th</sup>) anniversary) of the Completion Date issued by the Chargor in favour to the Chargee at Completion for the settlement of the Consideration.

**“Receiver”** means a receiver and/or manager (and/or any other analogous person under any relevant jurisdiction, including a judicial manager, administrative receiver, administrator or provisional supervisor) appointed pursuant to this Deed in respect of the Charged Assets.

**“Right of First Refusal”** has the meanings ascribed to it under the Sale and Purchase Agreement.

**“Sale and Purchase Agreement”** means the sale and purchase agreement dated 17 July 2020 and entered into between the Chargee as vendor and the Chargor as purchaser in relation to, among others, (i) the sale and purchase of 800,000,000 Shares at the consideration of HK\$160,000,000 which shall be settled by way of issuing the Promissory Note; (ii) the Compulsory Sale; and (iii) the grant of the Right of First Refusal by the Chargor to the Chargee.

**“Security”** means a mortgage, charge, pledge, security assignment or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

**“Security Period”** means the period beginning on the date of this Deed and ending on the date on which the Obligations have been irrevocably and unconditionally paid and discharged in full.

**“Shares”** means shares of HK\$0.005 each in the issued share capital of the Charged Company.

**"Transaction Documents"** means this Deed, the Sale and Purchase Agreement, the Promissory Note and any other document designated as such by the Chargee.

## 1.2 Expressions relating to CCASS

Expressions used in Clauses 4 (*Charged shares*), 3.10 (*Reversal/reduction of CCASS credits*) and 3.8 (*Registration and security filings*), unless the context otherwise requires, shall have the meanings ascribed to them in the General Rules of CCASS including, where the context permits, the Operational Procedures (as defined therein), as from time to time in force ("**General Rules of CCASS**"). For reference purposes, the following terms have, as at the date hereof, the following meanings under the General Rules of CCASS:

**"Broker Participant"** means a Participant admitted to participate in CCASS as a Broker Participant.

**"Clearing Agency Participant"** means a Participant admitted to participate in CCASS as a Clearing Agency Participant.

**"Clearing Agency Transaction"** means a transaction, other than a SI Transaction, between a Participant other than an Investor Participant and a Clearing Agency Participant for settlement in CCASS as referred to in Rule 902.

**"Collateral Security"** means an Eligible Security which is from time to time held by or deposited with HKSCC by a Broker Participant for credit into the General Stock Collateral Account of such Participant, in accordance with Rule 3608.

**"Debt Securities"** means an issue of debenture or loan stock, debentures, bonds and notes and other securities or instruments, either interest bearing or non-interest bearing, acknowledging, evidencing or creating indebtedness whether secured or unsecured, options, warrants or similar rights to subscribe or purchase any other foregoing and convertible debt securities.

**"Delivery Instruction"** means an instruction of a Participant in such form as HKSCC may from time to time prescribe as being valid to effect book-entry delivery of Eligible Securities in CCASS to another Participant in respect of transactions in Eligible Securities accepted for settlement in CCASS, as referred to in Rule 1003.

**"Eligible Security"** means an issue of securities including Debt Securities which is from time to time accepted as eligible by HKSCC for deposit, clearance and settlement in CCASS in accordance with Rule 501, and where the context so requires, shall include any particular security or securities of such an issue.

**"Exchange Trade"** means a trade in an Eligible Security between two Broker Participants effected on or reported to the Stock Exchange.

**"General Stock Collateral Account"** means, in relation to each Broker Participant, the Stock Account in CCASS of such Participant to which are credited the Collateral Securities of such Participant, as referred to in Rule 601).

**"Investor Participant"** means a person admitted to participate in CCASS as an Investor Participant who may be an individual or joint individuals or a corporation.

**"Participant"** means a person admitted for the time being by HKSCC as a participant in CCASS.

**"Settlement Instruction"** or **"SI"** means an instruction of a Participant, in such form as

HKSCC may from time to time prescribe as being valid, relating to transactions in Eligible Securities (other than Exchange Trades or Clearing Agency Transactions) to be settled in CCASS, as referred to in Rule 904.

“**SI Transaction**” means a transaction to be settled in CCASS between two Participants other than Investor Participants as a result of the input of a Settlement Instruction, authorised, if required, by each Participant (such Settlement Instructions being matched in CCASS).

“**Stock Account**” means, in relation to each Broker Participant, each Stock Clearing Account, Stock Segregated Account and General Stock Collateral Account; in relation to each Investor Participant, each Stock Clearing Account; and, in relation to each Participant other than a Broker Participant and an Investor Participant, each Stock Clearing Account and Stock Segregated Account, allocated to and operated by it in which Eligible Securities of such Participant are credited or debited, as referred to in Rule 601.

“**Stock Clearing Account**” means, in relation to each Participant, the main Stock Account in CCASS of such Participant used for settlement purposes, as referred to in Rule 601.

“**Stock Segregated Accounts**” means, in relation to each Broker Participant, the Stock Accounts in CCASS of such Participant other than its Stock Clearing Account and General Stock Collateral Account and in relation to each Participant other than a Broker Participant and an Investor Participant, the Stock Accounts in CCASS of such Participant other than its Stock Clearing Account, as referred to in Rule 601.

### 1.3 Construction

(a) Unless a contrary indication appears, any reference or references in this Deed to:

- (i) the “**Chargee**”, the “**Chargor**” and any “**Party**” shall be construed so as to include his/her/its successors in title, permitted assigns and permitted transferees;
- (ii) a “**Transaction Document**” or any other agreement or instrument is a reference to that Transaction Document or other agreement or instrument as amended, novated, supplemented, extended, restated (however fundamentally and whether or not more onerously) or replaced and includes any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under that Transaction Document or other agreement or instrument;
- (iii) any form of property or asset shall include a reference to all or any part of that property or asset;
- (iv) “**assets**” includes present and future properties, revenues and rights of every description;
- (v) a Charged Asset includes the proceeds of sale of that Charged Asset;
- (vi) a “**person**” includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality) or two or more of the foregoing;
- (vii) a “**regulation**” includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental,

intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;

- (viii) a provision of law is a reference to that provision as amended or re-enacted from time to time;
  - (ix) Clauses and Schedules are to clauses of and schedules to this Deed;
  - (x) the word “**including**” is followed by “**without limitation**”;
  - (xi) the words “**other**”, “**or otherwise**” and “**whatsoever**” shall not be construed *ejusdem generis* or be construed as any limitation upon the generality of any preceding words or matters specifically referred to;
  - (xii) a time of day is a reference to Hong Kong time;
  - (xiii) the word “**indebtedness**” includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;
  - (xiv) an Event of Default is “**continuing**” if it has not been remedied or waived; and
  - (xv) unless a contrary indication appears, any reference to the neuter gender includes a reference to the masculine and feminine genders.
- (b) The Charges shall be and are “**enforceable**” in accordance with Clause 7 (*Enforcement*) only.
- (c) Any covenant of the Chargor under this Deed (other than a payment obligation) remains in force during the Security Period.
- (d) In the context of the rights, powers, privileges, discretions and immunities conferred on any Chargee or a Receiver, references to “**charge**” or “**mortgage**” in any provision of the CPO shall, for the purposes of this Deed, be deemed to be references to the Charges and references to “**mortgaged land**” in any provision of the CPO shall, for the purposes of this Deed, be deemed to be references to the Charged Assets.
- (e) If an amount paid to it under any Transaction Document or any Charges is capable of being avoided or otherwise set aside on the liquidation of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Deed.

## 2. **FIXED CHARGE AND ASSIGNMENT**

### 2.1 **Charge and assignment**

The Chargor, as continuing security for the payment or discharge of all Obligations:

- (a) as beneficial owner of the Charged Shares charges in favour of the Chargee, by way of a first fixed charge all her rights, title and interest present and future in and to the Charged Shares, Additional Rights and Dividends except to the extent that the rights will be subject to an assignment under paragraph (c) below;
- (b) as legal and beneficial owner of the Custodian Account charges in favour of the Chargee, by way of a first fixed charge all her rights, title and interest present and future in and to each of the Custodian Account, the Clearing Account and the Deposit



except to the extent that the rights will be subject to an assignment under paragraph (c) below; and

- (c) as legal and beneficial owner of the Custodian Account assigns, and agrees to assign absolutely to the Chargee all her rights (including those rights she may have against a nominee), present and future relating to any of the Charged Shares and against the Custodian in respect of the Custodian Account and her interest in the Custodian Account and the Clearing Account, including:
- (i) her rights against a Clearing System and the Custodian, including rights relating to or against any depositary, custodian, nominee, clearing house or system, investment manager or similar person with whom any of the Charged Shares may be deposited to the extent of those Charged Shares;
  - (ii) rights she may have against any person to require delivery to her of any of the Charged Shares;
  - (iii) rights (contractually or otherwise) to give instructions relating to the Charged Shares, the Deposit or her interest in the Custodian Account; and
  - (iv) any monies payable to the Chargor and any claims, awards or judgements and other rights to receive moneys due or to become due for any reason whatsoever in respect of the Charged Shares, or her interest in the Custodian Account and the Clearing Account, including those rights she may have against a nominee as Delegate.

## 2.2 Ineffective Fixed Charge

Without prejudice to the effectiveness of the charge, and the agreement to charge referred to in Clause 2.1 (*Charge and Assignment*), if and insofar as the charge referred to therein shall be ineffective as a first fixed charge, it shall take effect as a first floating charge.

## 2.3 Crystallisation

The Chargee may, at any time and from time to time, by notice in writing to the Chargor convert any floating charge referred to in Clause 2.2 (*Ineffective Fixed Charge*) into a specific fixed charge. Notwithstanding the above, such floating charge shall (in addition to the circumstances which the same shall occur under general law) automatically be converted into a specific fixed charge upon the earliest to occur of:

- (a) immediately prior to the presentation of a bankruptcy petition (other than a frivolous or vexatious petition) against the Chargor;
- (b) any person levies or attempts to levy distress, execution or sequestration against any Charged Assets (or any part thereof); and
- (c) an Enforcement Event; and

provided that the Chargee's rights under this Clause 2.3 shall be without prejudice and in addition to the Chargee's rights and interests as regards the charge and the agreement to charge as contained in Clause 2.1 (*Charge and Assignment*).

## 2.4 Share registration

The Chargor agrees that at any time after the Charges become enforceable, the Chargee may, at

the cost of the Chargee, register all or any of the Charged Shares which are held in certificated form in the name of the Chargee or his nominee.

## 2.5 Retention of documents

The Chargee shall be entitled to continue to hold any document delivered to him pursuant to Clause 3.3 (*Delivery of documents*) until the Charges are released and if, for any reason (other than pursuant to Clause 16 (*Discharge of Security*)), he releases any such document to the Chargor before such time, the Chargee may by notice to the Chargor require that such document be redelivered to the Chargee and the Chargor shall immediately comply with that requirement or procure that it is complied with.

## 2.6 Withdrawals from the Custodian Account

- (a) Subject to Clause 3.2 below, the Chargor shall not be entitled to receive, withdraw or otherwise transfer any of the Deposit or any Shares standing to the credit of any Custodian Account.
- (b) The Chargor shall, at all times during the Security Period, procure that the Custodian shall maintain an up-to-date record of (i) the Shares held in the Custodian Account, and (ii) the Deposit held in the Custodian Account, reflecting her ownership interest in such Shares and Deposit.
- (c) The Chargor agrees that at any time after this Charge becomes enforceable, the Chargee may, without notice or further demand, at the cost of the Chargor, immediately exercise all the rights, powers and remedies possessed by her according to law as beneficial owner of any Shares standing to the credit of the Custodian Account (and as assignee and/or chargee of the Chargor's right, title and interest in and to the Deposit) and to:
  - (i) demand and receive all and any monies due under or arising out of the Custodian Account and any Shares standing to the credit of any Custodian Account;
  - (ii) exercise, all such rights that the Chargee and/or the Chargor was/were then entitled to exercise or might, but for the terms of this Deed, exercise, in relation to the Deposit or such Shares; and
  - (iii) apply, set-off or transfer any or all of the Deposit or any Shares standing to the credit of any Custodian Account in or towards the payment or other satisfaction of the Obligations or any part thereof.
- (d) The Chargor shall not, without the Chargee's prior written consent:
  - (i) close any Custodian Account;
  - (ii) change the Custodian of the Custodian Account; or
  - (iii) agree to any variation of the rights attaching to the Deposit or any Custodian Account.

## 3. RESTRICTIONS AND FURTHER ASSURANCE

### 3.1 Security

The Chargor shall not create or attempt to create or permit to subsist any Security over or affecting the Charged Assets or any part of them except as permitted under the Sale and Purchase Agreement.

### 3.2 Disposal

- (a) If expressly permitted under the Sale and Purchase Agreement, the Chargor may sell any of the Charged Shares provided always that all proceeds arising from such sale shall be deposited into the Custodian Account and be paid into the Chargee's designated bank account for the repayment of the outstanding principal amount of the Promissory Note and the interest accrued thereon.
- (b) Subject to the sub-paragraph above, the Chargor shall not (and shall not agree to) enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, withdraw, transfer, assign or otherwise dispose of the Charged Assets or any part of them.

### 3.3 Delivery of documents

- (a) The Chargor shall deliver or procure that there shall be delivered to the Chargee such documents relating to the Charged Assets as the Chargee reasonably requires and the following documents upon the execution of this Deed or upon her becoming the beneficial owner of such Charged Assets:
  - (A) original share certificates or other documents of title in respect of any relevant Charged Shares that are held in certificated form (if any);
  - (B) duly executed letters of instructions to the Custodian and duly executed standard forms of transfer (in relation to the Charged Shares held in certificated form only) and contract notes in respect of the relevant Charged Shares substantially set out in the form set out in Schedule 2 (*Forms of Letter of Instruction, Standard Forms of transfer and Contract Notes*) but, in each case, with the date and name of the transferee left blank;
  - (C) the Investor/Securities Settlement Instruction (I.S.I/S.I.) Form of the Custodian in respect of the transfer of the Charged Shares substantially set out in the form set out in Schedule 4 (*Investor/Securities Settlement Instruction (I.S.I/S.I.) Form*) duly executed by the Chargor but, in each case, with the dates and details of the securities account to which the Charged Shares shall be delivered left blank provided that such transfer may only occur after the Enforcement Event);
  - (D) the Third Party Payment Form of the Custodian substantially set out in the form set out in Schedule 5 (*Third Party Payment Form*) duly executed by the Chargor but, in case, with the date, withdrawal amount, value date, withdrawal method and third party payee's bank details left blank;
  - (E) a dated letter of authority signed by the Chargor to irrevocably authorise the Chargee to complete, date and put into effect the letters of instructions to the Custodian, the standard forms of transfer, the contract notes, and the Investor/Securities Settlement Instruction (I.S.I/S.I.) Form of the Custodian, and the Third Party Payment Form

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of the Custodian referred to in sub-paragraphs (B), (C) and (D) above;  
and

- (F) all other documents necessary or conducive to enable the Chargee to register such Charged Assets in his name or in the name of his nominees (provided that such transfer and registration may only occur after the Enforcement Event).
- (b) At any time after the Charges have become enforceable, the Chargee shall have the right to complete, date and put into effect the documents referred to in sub-paragraph (a).

### 3.4 Additional Rights

The Chargor shall, promptly upon the occurrence of any declaration, payment, accrual, offer or issue of any Additional Rights and any Charged Assets becoming subject to the Charges after the date of this Deed:

- (a) notify the Chargee of that occurrence;
- (b) if not already deposited in the Custodian Account, deposit all such Additional Rights and Charged Assets into the Custodian Account;
- (c) procure the delivery to the Chargee or as the Chargee may direct of all bearer instruments, share certificates or other documents of title representing such items at any time when the Charges become enforceable;
- (d) as the Chargee may require, execute and deliver (and, if required to be stamped, pre-stamped) contract notes, transfer forms or other forms of transfer in respect of such items in favour of the Chargee and/or his nominee(s) as transferee(s) or any purchaser or, if the Chargee so directs, with the transferee left blank and such other documents as may be reasonably requested by the Chargee in order to enable the Chargee or his nominee(s) or any purchaser to be registered as the owner or otherwise to obtain a legal title to such items at any time when the Charges are enforceable; and
- (e) if such Charged Assets are to be deposited into the Custodian Account,
  - (i) provide the Chargee with all other documentation required to enable those Charged Assets to be deposited in CCASS as Eligible Securities; and
  - (ii) after the Enforcement Event, arrange for those Charged Assets to be credited, by means of an SI and a related Delivery Instruction, to the Chargee's or his nominee's Stock Account (or other securities account).

### 3.5 Perfection of title

At any time when the Charges have become and remain enforceable, the Chargor shall in respect of any part of the Charged Shares that are held in certificated form:

- (a) procure that all contract notes, transfer forms, other forms of transfer and other documents referred to in Clauses 3.3 (*Delivery of documents*) and 3.4(c) (*Additional Rights*) are, at the request of the Chargee, forthwith registered by the Charged Company and that share certificates or other documents of title in the name of the Chargee and/or his nominee(s) or in the name of any purchaser (under the powers of realisation conferred by this Deed) in respect of the relevant Charged Assets are then

promptly (and in any event within three (3) Business Days) delivered to the Chargee; and

- (b) from time to time promptly execute and sign any other transfers, contract notes, powers of attorney or other documents which the Chargee may require:
  - (i) for perfecting his title or the title of any purchaser (under the powers of realisation conferred by this Deed and/or applicable law) to any of the Charged Assets; or
  - (ii) for vesting any of the Charged Assets in the Chargee or his nominee or in any purchaser (under the powers of realisation conferred by this Deed and/or applicable law).

### 3.6 Notices to Custodian

The Chargor shall, on the date of this Deed, provide a notice to the Custodian in the form appearing in Schedule 3 (*Form of Notice to the Custodian*) (or in such other form as is approved by the Chargee) and shall use all reasonable endeavours to procure that the Custodian gives an acknowledgement substantially in the form attached to such notice.

### 3.7 Further assurance

The Chargor shall at her own expense promptly:

- (a) do whatever the Chargee reasonably requires:
  - (i) to perfect or protect the Charges or the priority of the Charges; and/or
  - (ii) to facilitate the realisation of the Charged Assets or the exercise of any rights vested in the Chargee, any Delegate or any Receiver after the Charges become enforceable; and
- (b) notify the Chargee as soon as she is aware that the Charged Company intends to change of its registered agent, but in any event, notify the Chargee of such change by the date on which the new registered agent of the Charged Company is appointed.

### 3.8 Reversal/reduction of CCASS credits

If at any time by reason of the exercise of any of the rights of HKSCC, whether under Rule 602 of the General Rules of CCASS or otherwise, any credit entries in the Stock Account of the Chargee or his nominee which relate or which, in the reasonable opinion of the Chargee, relate to the Charged Assets are reduced or reversed in whole or in part, the Chargor shall forthwith upon notification by the Chargee or his nominee, cause to be delivered to the Stock Account of the Chargee or, as appropriate, his nominee replacement Charged Assets which will result in the relevant credit entries being restored to the level immediately preceding the reduction or reversal.

## 4. CHARGED SHARES

### 4.1 Voting and other rights until the Charges become enforceable

Subject to the terms and conditions of the Sale and Purchase Agreement, until the Charges have become enforceable, the Chargor shall be entitled to exercise or direct the exercise of the voting and other rights attached to the Charged Shares as she sees fit provided that:

- (a) she does so for a purpose not inconsistent with the Transaction Documents; and
- (b) the exercise or failure to exercise those rights would not have an adverse effect on the value of the Charged Shares and would not otherwise prejudice the interests of the Chargee.

#### 4.2 Voting and other rights if the Charges become enforceable

At any time after the Charges become enforceable:

- (a) the Chargee shall be entitled to exercise or direct the exercise of the voting and other rights attached to any Charged Share as he sees fit; and
- (b) the Chargor shall comply or procure the compliance with any directions of the Chargee in respect of the exercise of those rights and shall promptly following a written request by the Chargee execute and/or deliver to the Chargee such forms of proxy as he may require in connection with that exercise.

#### 4.3 Dividends

- (a) All Dividends in the form of cash shall be deposited into the Custodian Account and all other Dividends shall be deposited into the Custodian Account.
- (b) All Dividends received by the Chargor contrary to the provisions of this Clause 4.3 (*Dividends*) shall be:
  - (i) held in trust for the benefit of the Chargee;
  - (ii) segregated from other property or funds of the Chargor; and
  - (iii) forthwith delivered to the Chargee in the same form as so received (with any necessary endorsement).
- (c) The Chargor shall promptly notify the Chargee of her acquisition of, or agreement to acquire, any Charged Shares and any declaration, payment, allotment, offer or issue of any Dividend.

#### 4.4 Payment of calls etc.

The Chargor must promptly pay or procure the payment of all calls, instalments or other payments due and payable in respect of any of the Charged Assets.

#### 4.5 Power of attorney

If any Charged Share is not held in the Chargor's name other than pursuant to this Deed, the Chargor shall promptly execute and deliver to the Chargee an irrevocable power of attorney expressed to be given by way of security and executed as a deed by the person in whose name that Charged Share is held. That power of attorney shall appoint the Chargee and every Delegate the attorney of the holder and shall be in a form satisfactory to the Chargee.

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#### 4.6 Other obligations in respect of Charged Assets

- (a) The Chargor must promptly copy to the Chargee and comply with all requests for information which is within her knowledge and which are mandatorily required under the Securities and Futures Ordinance (Cap. 571 of the Laws of Hong Kong) or any other applicable laws or in any similar provision contained in any articles of

association or other constitutional document relating to any of the Charged Assets. If the Chargor fails to do so, the Chargee may elect to provide such information as he may have on behalf of the Chargor.

- (b) The Chargor must comply with all other conditions and obligations assumed by her in respect of any of the Charged Assets.
- (c) The Chargee is not obliged to:
  - (i) perform any obligation of the Chargor;
  - (ii) make any payment, or to make any enquiry as to the nature or sufficiency of any payment received by him or the Chargor; or
  - (iii) present or file any claim or take any other action to collect or enforce the payment of any amount to which it may be entitled under this Deed,in respect of any Charged Assets.

#### 4.7 Ownership of Charged Assets

After the Charges have become enforceable, the Chargee may, at option of the Chargee by written notice and at the cost of the Chargor, instruct the Clearing System or the Custodian to transfer the Charged Assets into an account in the name of, or nominated by, the Chargee, and the Chargor agrees that in such circumstances and at the request of the Chargee she shall arrange for those Charged Assets to be credited to the Chargee or his nominee's securities account.

### 5. GENERAL UNDERTAKINGS

#### 5.1 Authorisations

- (a) The Chargor shall promptly:
  - (i) obtain, comply with and do all that is necessary to maintain in full force and effect; and
  - (ii) supply certified copies to the Chargee of,  
  
any Authorisation required under any law or regulation of her jurisdiction of residence to enable her to perform her obligations under this Deed and to ensure the legality, validity, enforceability or admissibility in evidence in her jurisdiction of residence of this Deed.
- (b) The Chargor shall promptly make or file any of the registrations specified in Clause 6.5 (*Validity and admissibility in evidence*) within any prescribed time limit(s).

#### 5.2 Compliance with laws

The Chargor shall comply in all respects with all laws to which she is subject, if failure so to comply would materially impair her ability to perform her obligations under this Deed.

#### 5.3 No prejudicial conduct

The Chargor shall not do, or permit to be done, anything which would (in the reasonable opinion of the Chargee) prejudice the Charges.

## 6. REPRESENTATIONS AND WARRANTIES

The Chargor makes the representations and warranties set out in this Clause 6 (*Representations and warranties*) to the Chargee on the date of this Deed.

### 6.1 Status and capacity

- (a) She has full power and authority to enter into and perform this Deed and the provisions of this Deed, when executed, will constitute valid and binding obligations on the her in accordance with their respective terms.
- (b) She has the power to own her assets.

### 6.2 Binding obligations

The obligations expressed to be assumed by her in this Deed are legal, valid, binding and enforceable subject to any general principles of law limiting her obligations or the enforceability of the Charges.

### 6.3 Non-conflict with other obligations

The entry into and performance by her of, and the transactions contemplated by, this Deed or any Transaction Document do not and will not conflict with:

- (a) any law or regulation applicable to her ; or
- (b) any agreement or instrument binding upon her or any of her assets,

nor (except for the Charges) result in the existence of, or oblige her to create, any Security over any of the Charged Assets.

### 6.4 Power and authority

She has the power to enter into, perform and deliver, and has taken all necessary action to authorise her entry into, performance and delivery of, this Deed and the transaction contemplated by the Transaction Documents.

### 6.5 Validity and admissibility in evidence

All Authorisations required:

- (a) to enable her lawfully to enter into, exercise her rights and comply with her obligations in this Deed;
- (b) to make this Deed admissible in evidence in her jurisdiction of residence; and
- (c) to enable her to create the Charges and to ensure that the Charges have and will have the priority and ranking which they are expressed to have,

have been obtained or effected and are in full force and effect.

### 6.6 Beneficial ownership

The Chargor is the sole beneficial owner of the Charged Assets and subject to Clause 3.2 above, the Chargor will not purport to enter into any agreement to sell or transfer any of the Charged Assets other than to the Chargee or at the Chargee's direction.

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**6.7 Shares fully paid etc.**

- (a) The Charged Shares and to the extent applicable, the other Charged Assets, are duly authorised, validly issued and fully paid and are not subject to any option to purchase or similar rights.
- (b) The Charged Shares constitute approximately 11.71% per cent. (prior to exercise of any outstanding options) of the issued share capital in the Charged Company as at the date of this Deed.
- (c) Save as contemplated under the Transaction Documents, the Charged Assets are transferable and not subject to any restriction by any law or contract (including any conditional or unconditional outstanding option, warrant or other convertible, subscription, acquisition or purchase rights granted to any person) or otherwise.

**6.8 No proceedings pending or threatened**

No litigation, investigation, arbitration or administrative proceedings of or before any court, arbitral body or agency is pending or threatened by or against the Chargor with respect to this Deed or the transaction contemplated by this Deed or having a material adverse effect on the Chargor's ability to observe any of her obligations hereunder.

**6.9 No existing Security**

Except for the Charges, no Security exists on or over the Charged Assets and the Charges are not subject to any prior or *pari passu* Security.

**6.10 Jurisdiction**

Any judgment obtained in Hong Kong will be recognised and be enforceable by the courts of her jurisdiction of residence.

**6.11 Nature of Security**

This Deed creates those Security it purports to create and the ranking it purports to have.

**6.12 *Pari passu* ranking**

The Chargor's payment obligations under this Deed rank at least *pari passu* with the claims of all her other unsecured and unsubordinated creditor, except for obligations mandatorily preferred by law applying to the Chargor generally.

**6.13 Immunity**

- (a) The entry into by her of this Deed constitutes, and the exercise by her of her rights and performance of her obligations under this Deed will constitute, private and commercial acts performed for private and commercial purposes.
- (b) She will not be entitled to claim immunity from suit, execution, attachment or other legal process in any proceedings taken in her jurisdiction of residence in relation to this Deed.

**6.14 Times for making representations and warranties**

- (a) The representations and warranties set out in this Deed (including in this Clause) are made on the date of this Deed.

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- (b) Unless a representation and warranty is expressed to be given at a specific date, each representation and warranty under this Deed is deemed to be made by the Chargor by reference to the facts and circumstances then existing on each day during the Security Period.

## 7. ENFORCEMENT

### 7.1 When enforceable

The Charges shall be immediately enforceable and, save as may be provided in this Deed, the powers conferred by this Deed shall be immediately exercisable, upon the Chargor's deemed receipt of the Event of Default Notice from the Chargee.

### 7.2 Discretion

After the Charges have become enforceable, the Chargee:

- (a) may enforce all or any part of any Charges (at the times, in the manner and on the terms as the Chargee thinks fit) and take possession and hold or dispose of all or any part of the Charged Assets; and
- (b) whether or not he has appointed a Receiver, may exercise all or any of the powers, authorities and discretions given to mortgagees and Receivers by the CPO as varied or extended by this Deed or otherwise conferred by law.

### 7.3 Power of sale

The statutory power of sale, of appointing a Receiver and other statutory powers conferred on mortgagees by Section 51 (*Powers of mortgagee and receiver*) and Section 53 (*Sale by mortgagee*) of the CPO and the Fourth Schedule (*Powers of mortgagee and receiver*) to the CPO as varied and extended by this Deed shall arise after the Charges become enforceable and no restriction imposed by any ordinance or other statutory provision in relation to the exercise of any power of sale shall apply to this Deed.

### 7.4 Requirement of notice period

Except as required by applicable law or other terms of this Deed (including, Clause 7.1 (*When enforceable*) and the latter part of this Clause 7.4 (*Requirement of notice period*)), the Chargee is required to give seven business days prior written notice of non-payment or default to the Chargor before enforcing the Charges, there is no minimum period for which Obligations must remain due and unpaid before the Charges can be enforced and Paragraph 11 of the Fourth Schedule to the CPO (*Powers of Mortgagee and Receiver*) (and any similar provision under other laws unless such law cannot be waived by the Chargor by this Deed under such relevant law) does not apply to this Deed.

### 7.5 No liability as mortgagee in possession

Nothing done by or on behalf of any Chargee or any Receiver pursuant to this Deed shall render him/it liable to account as a mortgagee in possession for any sums except in the case of fraud on the part of the Chargee.

### 7.6 Vicarious liability

The Chargor may not take any proceedings against any officer, employee or agent of the Chargee in respect of any claim he might have against the Chargee or in respect of any act or

omission of any kind (including fraud) by that officer, employee or agent in relation to this Deed or the Charges.

## 8. RECEIVER

### 8.1 Appointment of Receiver

- (a) Without prejudice to the provisions of Clauses 7.1 (*When enforceable*), 7.2 (*Discretion*), 7.3 (*Power of sale*) and 7.5 (*No liability as mortgagee in possession*) above, the Chargee may appoint any one or more persons to be a Receiver of all or any part of the Charged Assets if the Charges have become enforceable.
- (b) Any appointment under paragraph (a) above may be by deed, under seal or in writing under his hand.

### 8.2 Removal

The Chargee may by writing under his hand remove any Receiver appointed by him and may, whenever he thinks fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated.

### 8.3 Remuneration

The Chargee may fix the remuneration of any Receiver appointed by him.

### 8.4 Agent of Chargor

- (a) A Receiver will be deemed to be the agent of the Chargor for all purposes. The Chargor is responsible for the contracts, engagements, acts, omissions, defaults and losses of a Receiver and for liabilities incurred by a Receiver.
- (b) The Chargee will not incur any liability (either to the Chargor or to any other person) by reason of the appointment of a Receiver or for any other reason.

### 8.5 Relationship with agent

To the fullest extent allowed by law, any right, power or discretion conferred by this Deed (either expressly or impliedly) or by law on a Receiver may after the Charges become enforceable be exercised by any Chargee in relation to any Charged Asset without first appointing a Receiver and notwithstanding the appointment of a Receiver.

### 8.6 Powers of the Receiver

#### (a) General

- (i) A Receiver has all of the rights, powers and discretions set out below in this Clause 8.6 (*Powers of the Receiver*) in addition to those conferred on it by any law.
- (ii) If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him states otherwise) exercise all of the powers conferred on a Receiver under this Deed individually and to the exclusion of any other Receiver.

#### (b) Possession

A Receiver may take immediate possession of, get in and collect any Charged Asset and without prejudice to the foregoing, cause to be registered all or any part of the Charged Assets in its own name or in the name of its nominee(s) or in the name of any purchaser(s) thereof.

(c) Employees

(i) A Receiver may appoint and discharges managers, officers, agents, accountants, servants, employees, workmen and others for the purposes of this Deed upon such terms as to remuneration or otherwise as he thinks fit.

(ii) A Receiver may discharge any person appointed by the Chargor.

(d) Borrow money

A Receiver may raise and borrow money either unsecured or on the Security of any Charged Asset either in priority to the Security or otherwise and generally on any terms and for whatever purpose which he thinks fit.

(e) Sale of assets

(i) A Receiver may sell, exchange, convert into money and realise any Charged Asset by public auction or private contract and generally in any matter and on any terms which he thinks fit.

(ii) The consideration for any such transaction may consist of cash, debentures or other obligations, shares, stock or other valuable consideration and any such consideration may be payable in a lump sum or by instalments spread over any period which he thinks fit.

(f) Compromise

A Receiver may settle, adjust, refer to arbitration, compromise and arrange any claim, account, dispute, question or demand with or by any person who is or claims to be a creditor of the Chargor or relating in any way to any Charged Asset.

(g) Legal actions

A Receiver may bring, prosecute, enforce, defend and abandon any action, suit or proceedings in relation to any Charged Asset which he thinks fit.

(h) Receipts

A Receiver may give a valid receipt for any moneys and execute any assurance or thing which may be proper or desirable for realising any Charged Asset.

(i) Delegation

A Receiver may delegate his powers in accordance with this Deed.

(j) Covenants, guarantees and indemnities

A Receiver may enter into bonds, covenants, guarantees, commitments, indemnities and other obligations or liabilities as he shall think fit, and make all payments needed to effect, maintain or satisfy such obligations or liabilities.

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(k) Acquisitions

A Receiver may purchase, lease, hire or otherwise acquire any assets or rights of any description that he, in his absolute discretion, considers necessary or desirable for the improvement or realisation of the whole or any part of the Charged Assets or otherwise for the benefit of the whole or any part of the Charged Assets.

(l) Protection of assets

A Receiver may effect any repair or insurance and do any other act which the Chargor might do in the ordinary conduct of its business to protect, preserve, maintain, manage or improve any Charged Asset as he thinks fit.

(m) Other powers

A Receiver may:

- (i) do all other acts and things which he may consider desirable or necessary for realising any Charged Asset or incidental or conducive to any of the rights, powers or discretions conferred on a Receiver under or by virtue of this Deed or law;
- (ii) exercise in relation to any Charged Asset all the powers, authorities and things which he would be capable of exercising if he were the absolute beneficial owner of that Charged Asset; and
- (iii) use the name of the Chargor for any of the above purposes.

**9. WIDE CONSTRUCTION OF ENFORCEMENT POWERS**

The powers of the Chargee under this Deed shall be construed in the widest possible sense and all Parties intend that the Chargee shall have powers as may be conferred (or, if not expressly conferred, as is not restricted) by any applicable law.

**10. CHARGEES RIGHTS**

**10.1 Rights of Chargee**

At any time after the Charges become enforceable, the Chargee shall have the rights set out in Schedule 1 (*Rights of Chargee*).

**10.2 Delegation**

- (a) The Chargee may delegate in any manner to any person any rights exercisable by the Chargee under this Deed. Any such delegation may be made upon such terms and conditions (including power to sub-delegate) as the Chargee thinks fit.
- (b) Any Receiver may delegate in any manner to any person any rights exercisable by the any Receiver under this Deed. Any such delegation may be made upon such terms and conditions (including power to sub-delegate) as any Receiver thinks fit.

**10.3 Realisation**

- (a) Subject to Clause 10.3(c) below, if the Chargee or any Receiver exercise(s) the rights conferred on him/it/them by this Deed, the same shall not be treated as an absolute appropriation of or foreclosure on the Charged Assets to the exclusion of the Chargor

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and in extinguishment of her interests therein, unless the Chargee or any Receiver shall otherwise notify the Chargor (whether before or after the relevant appropriation or foreclosure has been effected).

- (b) In any disposal of the Charged Assets by the Chargee or any Receiver, the Chargee or that Receiver may (i) restrict the prospective bidders on or purchasers of the Charged Assets to a limited number of sophisticated investors who will represent and agree that they are purchasing for their own account for investment and not with a view to the distribution or sale of any of such Charged Assets and (ii) impose such other limitations or conditions in connection with any such sale as the Chargee or that Receiver deems necessary or advisable in order to comply with any law. The Chargor agrees that, to the extent notice of such sale shall be required by applicable law, at least 10 days' notice (or such other notice as may be required by applicable law) to the Chargor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. Neither the Chargee nor the Receiver shall be obligated to make any sale of Charged Assets regardless of notice of sale having been given. The Chargee or any Receiver may adjourn any public or private sale from time to time by announcement at the time and place fixed therefore, and such sale may, without further notice, be made at the time and place to which it was so adjourned. The Chargor hereby waives any claims against the Chargee arising by reason of the fact that the price at which any Charged Assets may have been sold at such a private sale was less than the price which might have been obtained at a public sale, even if the Chargee accepts the first offer received and does not offer such Charged Assets to more than one offeree.
- (c) Without prejudice to the provisions in Clause 10.3(b) above, the Chargee shall be entitled to appropriate to his own use and benefit and foreclose all the Charged Assets at the agreed value equivalent to the then outstanding principal amount of the Promissory Note and the interest accrued thereon, by such method subject to compliance with all applicable laws, rules and regulations, and upon such terms as the Chargee may in his absolute discretion determine. Upon the appropriation and foreclosure of the Charged Assets by the Chargee, all the payment obligations of the Chargor under the Promissory Note shall be set off against the consideration for the Charged Assets, and shall be fully and finally settled and discharged. In consideration of the discharge and settlement of all the payment obligations of the Chargor under the Promissory Note, the Chargor hereby irrevocably and unconditionally waives all her rights, whether by law or in equity to claim against the Chargee on the appropriation and foreclosure of all the Charged Assets to his own use and benefit upon the Charges having become enforceable.
- (d) The Chargee shall not be obliged to exercise any of the rights or powers vested in him by this Deed.

#### 11. ORDER OF DISTRIBUTIONS

- (a) All amounts received or recovered by the Chargee, any Receiver or any Delegate in exercise of their rights under this Deed shall be applied in the order and manner as may be determined by the Chargee at his sole and absolute discretion. If there is any surplus after the payment of or provision for the obligations of the Chargor under the Promissory Note, the Chargor hereby irrevocably and unconditionally waives her rights and entitlements to such surplus.
- (b) This Clause is subject to the payment of any claims having priority over the Charges.

- (c) If the amounts received or recovered by the Chargee, any Receiver or any Delegate in exercise of their rights under this Deed are insufficiently discharge the the obligations of the Chargor under the Promissory Note in full, the Chargee hereby waives all his right of claim against the Chargor for any such shortfall.
- (d) The Chargee hereby irrevocably and unconditionally agrees and acknowledges that the Chargee's sole recourse with respect to the obligations of the Chargor under the Promissory Note shall be against the Charged Assets only and all further obligations and liabilities of the Chargor under the Transactions Document shall be fully discharged when all the Charges are fully and finally enforced by the Chargee.

## 12. LIABILITY OF CHARGEЕ AND DELEGATES

- (a) No Chargee, Receiver or Delegate shall (either by reason of taking possession of the Charged Assets or for any other reason and whether as mortgagee in possession or otherwise) be liable to the Chargor or any other person for any costs, losses, liabilities or expenses relating to the realisation of any Charged Assets or from any act, default, omission or misconduct of the Chargee, any Receiver, any Delegate or their respective officers, employees or agents in relation to the Charged Assets except to the extent caused by its or his own fraud, gross negligence or wilful misconduct.
- (b) Nothing in this Deed shall be construed as placing on any Chargee any liability whatsoever in respect of any calls, instalments or other payments relating to any of the Charged Assets or any rights, shares or other securities accruing, offered or arising as aforesaid, and the Chargor shall indemnify the Chargee in respect of all calls, instalments or other payments relating to any of the Charged Assets owned by her and to any rights, shares and other securities accruing, offered or arising as aforesaid in respect of any of the Charged Assets.

## 13. POWER OF ATTORNEY

### 13.1 Appointment

The Chargor by way of security irrevocably appoints the Chargee and every Delegate and any Receiver severally as her attorney (with full power of substitution) on her behalf and in her name or otherwise, at such time and in such manner as the attorney thinks fit:

- (a) to do anything which the Chargor is obliged to do (but has not done) under this Deed (including to execute charges over, transfers, conveyances, assignments and assurances of, and other instruments, notices, orders and directions relating to, the Charged Assets); and
- (b) to exercise any of the rights and powers conferred on the Chargee or any Receiver or any Delegate in relation to the Charged Assets or under this Deed, the CPO, the Companies Ordinance or generally under Hong Kong law.

### 13.2 Removal

The Chargee may by writing under his hand remove any Delegate appointed by him and may, whenever he thinks fit, appoint a new Delegate in the place of any Delegate whose appointment may for any reason have terminated.

### 13.3 Ratification

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The Chargor ratifies and confirms and agrees to ratify and confirm whatever any such attorney shall do in the exercise or purported exercise of the power of attorney granted by her in Clause 13.1 (*Appointment*).

**14. PROTECTION OF THIRD PARTIES**

**14.1 No duty to enquire**

No person dealing with the Chargee or any Receiver or any Delegate shall be concerned to enquire:

- (a) whether the power or rights conferred by or pursuant to this Deed are exercisable;
- (b) whether any consents, regulations, restrictions or directions relating to such rights have been obtained or complied with;
- (c) otherwise as to the propriety or regularity of acts purporting or intended to be in exercise of any such rights; or
- (d) as to the application of any money borrowed or raised.

**14.2 Protection to purchasers**

Subject to the provisions of this Deed, all the protection to purchasers contained in Sections 52 (*Protection of purchaser*), 53 (*Sale by mortgagee*) and 55 (*Mortgagee's receipt*) of the CPO or in any other applicable legislation shall apply to any person purchasing from or dealing with the Chargee, any Delegate or any Receiver.

**15. COVENANT TO PAY**

**15.1 Covenant to pay or discharge Obligations**

The Chargor covenants that she shall on demand pay or discharge the Obligations when the Obligations become due.

**15.2 Potential invalidity**

Neither the covenant to pay in Clause 15.1 (*Covenant to pay or discharge Obligations*) nor the obligation to pay interest pursuant to Clause 15.3 (*Interest*) nor the security created by this Deed shall extend to or include any liability or sum which would, but for this Clause 15.2 (*Potential Invalidity*), cause such covenant or security to be unlawful under any applicable law.

**15.3 Interest**

- (a) The Chargor hereby agrees to pay to the Chargee, in respect of any amount demanded from her in accordance with this Deed (to the extent that interest on such amount is not otherwise being paid pursuant to any agreement between the Chargor and the Chargee) interest from first demand by the Chargee of the Chargor at the rate of 8% per annum.
- (b) Such interest shall accrue on the actual number of days elapsed and on the basis of a 365-day year from the demand by the Chargee until actual payment by the Chargor (both before and after any further demand or judgment or the bankruptcy of the Chargor).

**16. SAVING PROVISIONS**

**16.1 Continuing Security**

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Subject to Clause 17 (*Discharge of Security*), the Charges are continuing Security and will extend to the ultimate balance of the Obligations, regardless of any intermediate payment or discharge in whole or in part.

**16.2 Reinstatement**

If any payment by the Chargor or any discharge given by the Chargee (whether in respect of the obligations of any person or any security for those obligations or otherwise) is avoided or reduced as a result of insolvency or any similar event:

- (a) the liability of the Chargor and the Charges shall continue as if the payment, discharge, avoidance or reduction had not occurred; and
- (b) the Chargee shall be entitled to recover the value or amount of that security or payment from the Chargor, as if the payment, discharge, avoidance or reduction had not occurred.

**16.3 Waiver of defences**

Neither the obligations of the Chargor under this Deed nor the Charges will be affected by any act, omission, matter or thing which, but for this Clause, would reduce, release or prejudice any of her obligations under this Deed or any of the Charges (without limitation and whether or not known to the Chargor or the Chargee) including:

- (a) any time, waiver or consent granted to, or composition with, the Chargor or any other person;
- (b) the release of the Chargor or any other person under the terms of any composition or arrangement with any creditor of the Chargor or any such person;
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce any rights against, or security over assets of, the Chargor or any other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any Security;
- (d) any death, mental or other incapacity or lack of power of the Chargor or any other person;
- (e) any amendment (however fundamental) or replacement of any Transaction Document or any other related document or Security;
- (f) any unenforceability, illegality or invalidity of any obligation of any person under any Transaction Document or any other related document or Security;
- (g) any insolvency, bankruptcy, liquidation, winding-up or similar proceedings (as applicable); or
- (h) any other Security, guarantee or indemnity now or thereafter held by any Chargee or any other person in respect of the Obligations or any other liabilities.

**16.4 Immediate recourse**

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The Chargor waives any right she may have of first requiring any Chargee to proceed against or enforce any other rights or Security or claim payment from any person before claiming from the Chargor under this Deed. This waiver applies irrespective of any law to the contrary.

#### **16.5 Appropriations**

Until all the Obligations have been irrevocably paid and discharged in full and all facilities which might give rise to the Obligations have been terminated or redeemed, the Chargee may:

- (a) refrain from applying or enforcing any other moneys, Security or rights held or received by him in respect of those amounts, or apply and enforce the same in such manner and order as he sees fit (whether against those amounts or otherwise) and the Chargor shall not be entitled to the benefit of the same; and
- (b) hold in a suspense account any moneys received from the Chargor or on account of the Chargor's liability under this Deed.

#### **16.6 Deferral of Chargor's rights**

Until all the Obligations have been irrevocably paid or discharged in full, the Chargor will not exercise any rights which she may have by reason of performance by her of her obligations under this Deed:

- (a) to be indemnified by any person;
- (b) to claim any contribution from any other provider of any Security for or any other guarantor of any person's obligations under or in connection with any Transaction Document; and/or
- (c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Chargee or of any guarantee or other Security taken pursuant to, or in connection with, any Transaction Document.

The Chargor must hold in trust for and promptly in any event within three (3) Business Days pay or transfer to the Chargee for any payment or distribution or benefit of any Security received by her contrary to this Clause or in accordance with any directions given by the Chargee under this Clause.

#### **16.7 Additional Security**

- (a) The Charges are in addition to and are not in any way prejudiced by any other guarantees or Security now or subsequently held by the Chargee.
- (b) No prior Security held by the Chargee (in its capacity as such or otherwise) over any Charged Asset will merge into the Charges.

#### **16.8 Security held by Chargor**

The Chargor must not, without the prior consent of the Chargee, hold any Security from any other person(s) in respect of the Chargor's liability under this Deed. The Chargor will hold any Security held by her in breach of this provision on trust for the Chargee.

### **17. DISCHARGE OF SECURITY**

#### **17.1 Release**

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- (a) At the end of the Security Period, the Chargee shall at the request and cost of the Chargor promptly release, reassign or discharge (as appropriate) the relevant Charged Assets from the Charges.
- (b) For those Charged Assets which have been transferred and registered under the name of the Chargee or his nominee, the Chargee shall only be obliged to return the share certificate(s) then representing the Charged Assets not yet disposed of or realised by the Chargee pursuant to his powers under this Deed (but not the original share certificates originally delivered to the Chargee by the Chargor) with the forms of transfer duly executed in favour of the Chargor or such other person as the Chargor may direct.

#### **17.2 Retention of Security**

If any amount paid or credited to any Chargee under this Deed is capable of being avoided or otherwise set aside on the bankruptcy of the Chargor or any other person, or otherwise, that amount shall not be considered to have been paid for the purposes of determining whether all the Obligations have been irrevocably paid.

#### **17.3 Consolidation**

Any restrictions on the consolidation of Security shall be excluded to the fullest extent permitted by law and the Chargee shall, so far as it is lawful and subject to other provisions of this Deed, be entitled to consolidate all or any of the Charges with any other Security whether in existence on the date of this Deed or in the future.

### **18. EXPENSES, STAMP DUTY AND INTEREST**

#### **18.1 Amendment costs**

If the Chargor requests an amendment, waiver or consent, the Chargor shall, promptly in any event within three (3) Business Days of demand, reimburse the Chargee (and his officers, employees and agents) for the amount of all costs and expenses (including legal fees) properly incurred by the Chargee in responding to, evaluating, negotiating or complying with that request.

#### **18.2 Stamp taxes**

The Chargor shall pay and, promptly in any event within three (3) Business Days of demand, indemnify the Chargee (and his officers, employees and agents) against any cost, loss or liability it incurs in relation to all stamp duty, registration and other similar Taxes payable in respect of this Deed.

### **19. PAYMENTS**

#### **19.1 Demands**

Any demand for payment made by the Chargee shall be accompanied by a statement of the relevant Obligations.

#### **19.2 Payments**

All payments by the Chargor under this Deed (including damages for her breach) shall be made in HK\$ or such other relevant currency (in the case of amounts payable under Clause 18

(Expenses, stamp duty and interest)) and to such account, with such financial institution and in such other manner as the Chargee may direct.

### 19.3 Continuation of accounts

At any time after:

- (a) the receipt by the Chargee of notice (either actual or otherwise) of any subsequent Security affecting the Charged Assets; or
- (b) any step is taken in relation to the bankruptcy of the Chargor,

the Chargee may open a new account in the name of the Chargor with a bank he chooses (whether or not it permits any existing account to continue). If the Chargee does not open such a new account, he shall nevertheless be treated as if he had done so when the relevant event occurred. No moneys paid into any account, whether new or continuing, after that event shall discharge or reduce the amount recoverable pursuant to this Deed.

### 19.4 Subrogation

So long as any Charge remains outstanding:

- (a) any rights of the Chargor, by reason of the performance of any of her obligations under this Deed, the enforcement of any of the Charges or any action taken pursuant to any rights conferred by or in connection with this Deed, to be indemnified by any person, to prove in respect of any liability in the winding-up, liquidation or bankruptcy of any person or to take the benefit of or enforce any Security, guarantees or indemnities, shall be exercised and enforced only in such manner and on such terms, as the Chargee may require; and
- (b) any amount received or recovered by the Chargor (i) as a result of any exercise of any such rights or (ii) in the winding-up of any person shall be held in trust for and promptly in any event within three (3) Business Days paid to the Chargee.

## 20. TAX GROSS UP

### 20.1 Definitions

In this Clause 20 (Tax Gross Up):

“**Tax Deduction**” means a deduction or withholding for or on account of Tax from a payment under this Deed.

“**Tax Payment**” means an increased payment made by the Chargor to any Chargee under Clause 20.2 (*Tax gross-up*).

### 20.2 Tax gross-up

- (a) The Chargor shall make all payments to be made by her without any Tax Deduction, unless a Tax Deduction is required by law.
- (b) The Chargor shall promptly upon becoming aware that she must make a Tax Deduction (or that there is any change in the rate or the basis of a Tax Deduction) notify the Chargee accordingly.

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- (c) If the Tax Deduction is required by law to be made by the Chargor, the amount of the payment due from the Chargor shall be increased to an amount which (after making any Tax Deduction) leaves an amount equal to the payment which would have been due if no Tax Deduction had been required.
- (d) If the Chargor is required to make a Tax Deduction, the Chargor shall make that Tax Deduction and any payment required in connection with that Tax Deduction within the time allowed and in the minimum amount required by law.
- (e) Within 30 days of making either a Tax Deduction or any payment required in connection with that Tax Deduction, the Chargor shall deliver to the Chargee evidence reasonably satisfactory to the Chargee that the Tax Deduction has been made or (as applicable) any appropriate payment paid to the relevant taxing authority.

## 21. OTHER INDEMNITIES

### 21.1 Currency indemnity

- (a) If any sum due from the Chargor under this Deed (a “**Sum**”), or any order, judgment or award given or made in relation to a Sum, has to be converted from the currency (the “**First Currency**”) in which that Sum is payable into another currency (the “**Second Currency**”) for the purpose of:
  - (i) making or filing a claim or proof against the Chargor;
  - (ii) obtaining or enforcing an order, judgment or award in relation to any litigation or arbitration proceedings,

the Chargor shall as an independent obligation, within three (3) Business Days of demand, indemnify the Chargee against any cost, loss or liability arising out of or as a result of the conversion including any discrepancy between (A) the rate of exchange used to convert that Sum from the First Currency into the Second Currency and (B) the rate or rates of exchange available to the Chargee at the time of its receipt of that Sum provided that any payment made to the Chargee shall be in Hong Kong dollars.

- (b) The Chargor waives any right she may have in any jurisdiction to pay any amount under this Deed in a currency or currency unit other than that in which it is expressed to be payable.

### 21.2 Other indemnities

To the fullest extent permitted by applicable law, the Chargor shall, indemnify the Chargee (and his officers, employees and agents), any Receiver and any Delegate against all losses, liabilities, damages, costs and expenses incurred by him/it or them in the execution or performance of the terms and conditions of this Deed and against all actions, proceedings, claims, demands, costs, charges and expenses (including legal fees and fees of any experts or agents satisfactory to him/it) which may be incurred, sustained or arise in respect of the non-performance or non-observance of any of the undertakings and agreements of the Chargor in this Deed or in respect of any matter or thing done or omitted relating in any way whatsoever to the Charged Assets, including without limitation, losses, liabilities, damages, costs and expenses suffered or incurred in connection with:

- (a) the perfection, preservation, protection, enforcement, realisation or exercise, or attempted perfection, preservation, protection, enforcement, realisation or exercise, of any Security created, or any powers conferred, by this Deed or by law;

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- (b) the exchange of any share certificate(s) or other documents of title in respect of the Charged Assets of any denomination(s) for any share certificate(s) or other documents of title of other denomination(s);
- (c) any Charged Assets being deemed not to be freely transferable or deliverable or to be defective,

and, for the avoidance of doubt, each of the indemnities in this paragraph shall survive discharge of the Obligations.

### 21.3 Indemnities separate

Each indemnity in this Deed shall:

- (a) constitute a separate and independent obligation from the other obligations in any Transaction Documents;
- (b) give rise to a separate and independent cause of action;
- (c) apply irrespective of any indulgence granted by any person;
- (d) continue in full force and effect despite any judgment, order, claim or proof for a liquidated amount in respect of any Obligation or any other judgment or order; and
- (e) apply whether or not any claim under it relates to any matter disclosed by the Chargor or otherwise known to any Chargee.

## 22. SET-OFF

The Chargee may, after the Charges become enforceable, set off any matured obligation due from the Chargor under this Deed (to the extent beneficially owned by the Chargee) against any matured obligation owed by the Chargee to the Chargor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Chargee may convert either obligation at a market rate of exchange in his usual course of business for the purpose of the set-off.

## 23. RIGHTS, AMENDMENTS, WAIVERS AND DETERMINATIONS

### 23.1 Ambiguity

Where there is any ambiguity or conflict between the rights conferred by law and those conferred by or pursuant to this Deed, the terms of this Deed shall prevail.

### 23.2 Remedies and waivers

No failure to exercise, nor any delay in exercising, on the part of the Chargee or Delegate any right or remedy under this Deed shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in this Deed are cumulative and not exclusive of any rights or remedies provided by law.

### 23.3 Amendments and waivers

Any term of this Deed may be amended or the observance of any term of this Deed may be waived (either generally or in a particular instance and either retroactively or prospectively) only with the prior written consent of the Chargee.

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23.4 **Determinations**

Any determination by or certificate of any Chargee or any Delegate under or in connection with this Deed shall be prima facie evidence of the matters to which it relates.

23.5 **Chargor's Waiver**

The Chargor waives, to the extent permitted under applicable law, all rights she may otherwise have to require that the Charges be enforced in any particular order or manner or at any particular time or that any sum received or recovered from any person, or by virtue of the enforcement of any of the Charges or any other Security, which is capable of being applied in or towards discharge of any of the Obligations is so applied.

24. **PARTIAL INVALIDITY**

If, at any time, any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

25. **NOTICES**

Any communication to be made under or in connection with this Deed shall be made in accordance with clause 12 (*Notices*) of the Sale and Purchase Agreement, unless otherwise agreed between the Chargor and the Chargee.

26. **CHANGES TO PARTIES**

26.1 **No transfer by the Chargor**

The Chargor shall not and shall not agree to transfer or assign all or any part of her rights and/or obligations under this Deed to any person.

26.2 **Transfer by the Chargee**

- (a) The Chargee may at any time transfer or assign all or any part of his rights and/or obligations under this Deed to any person to whom he transfers or assigns his rights or obligations under the Sale and Purchase Agreement and/or the Promissory Note.
- (b) The Chargor agrees to (at the request of and at the cost of the Chargee) execute all documents and take all action that may be required by the Chargee in respect of any assignment or transfer, or proposed assignment or transfer. Any such assignee or transferee shall be and be treated as a Party for all purposes of this Deed and shall be entitled to the full benefit of this Deed to the same extent as if it were an original party in respect of the rights or obligations assigned or transferred to it.
- (c) Notwithstanding any transfer or assignment by the Chargee pursuant to any Transaction Document and/or this Clause 26 (*Changes to Parties*), the Chargor's obligations under Clause 26.2(b) (*Transfer by the Chargee*) above will continue for the benefit of the assignee or successor of the Chargee.

26.3 **Assignments and transfers**

The Chargor:

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- (a) upon request of (and at the cost of) the Chargee or any successor Chargee will execute and authorise the Chargee to execute on her behalf any and all instruments for fully vesting in and confirming to the successor Chargee all such rights and obligations; and
- (b) by way of security irrevocably authorises the Chargee to execute on her behalf any document the Chargee considers necessary any transfer or assignment contemplated by this Deed or the Sale and Purchase Agreement.

**27. COUNTERPARTS**

This Deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed.

**28. GOVERNING LAW AND JURISDICTION**

**28.1 Governing law**

This Deed and any non-contractual obligations arising out of or in connection with it are governed by Hong Kong law.

**28.2 Jurisdiction**

- (a) The Chargor irrevocably agrees for the benefit of the Chargee that any suit, action or proceedings (the “**Proceedings**”) commenced by him in respect of any dispute arising out of or in connection with this Deed (the “**Dispute**”) may be brought in the courts of Hong Kong.
- (b) Each of the Parties irrevocably waives any objection which he/she may have to the commencement of any Proceedings in the courts of Hong Kong and any claim that any such Proceedings have been brought in an inconvenient forum, and further irrevocably agrees that any judgement obtained in any such Proceedings commenced in the Hong Kong courts shall be conclusive and binding and may be enforced in the courts of any other jurisdiction to the extent permitted by law.
- (c) Notwithstanding any other provision of this Deed, nothing contained in this Clause shall limit the right of the Chargee to commence Proceedings against the Chargor in respect of any Dispute in any other court of competent jurisdiction instead of in the courts of Hong Kong, nor shall the taking of Proceedings in respect of any Dispute by the Chargor in one or more jurisdictions preclude the taking of Proceedings in respect of any Dispute in any other jurisdiction to the extent permitted by law, whether concurrently or not.

**28.3 Waiver of immunity**

The Chargor irrevocably and unconditionally:

- (a) agrees that if the Chargee brings proceedings against her or her assets in relation to this Deed, no immunity from those proceedings (including, without limitation, suit, attachment prior to judgment, other attachment, the obtaining of judgment, execution or other enforcement) will be claimed by or on behalf of herself or with respect to her assets;
- (b) waives any such right of immunity which she or her assets now has or may subsequently acquire; and

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- (c) consents generally in respect of any such proceedings to the giving of any relief or the issue of any process in connection with those proceedings, including, without limitation, the making, enforcement or execution against any assets whatsoever (irrespective of its use or intended use) of any order or judgment which may be made or given in those proceedings.

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**SCHEDULE 1  
RIGHTS OF CHARGE**

After the Charges become enforceable, the Chargee shall have the right, either in his own name or in the name of the Chargor or otherwise and in such manner and upon such terms and conditions as the Chargee thinks fit, and either alone or jointly with any other person:

(a) **Take possession**

to take possession of the Charged Assets, and to require payment to him of all Dividends, to complete any forms of transfer and to procure the transfer of the Charged Assets into the name of the Chargee or his nominee and, if necessary, take possession of and collect the share certificates and/or other documents of title relating to the Charged Assets;

(b) **Deal with Charged Assets**

to sell, transfer, assign, exchange or otherwise dispose of or realise the Charged Assets to any person either by public offer or auction, tender or private contract and for a consideration of any kind;

(c) **Right of appropriation and foreclosure**

to appropriate to his own use and benefit and foreclose absolutely all of the legal and equitable rights in the Charged Assets;

(d) **Borrow money**

to borrow or raise money either unsecured or on the security of the Charged Assets (either in priority to the Charges or otherwise);

(e) **Rights of ownership**

to exercise and do (or permit the Chargor or any nominee of her to exercise and do) all such rights and things as the Chargee would be capable of exercising or doing if it were the absolute beneficial owner of the Charged Assets;

(f) **Claims**

to settle, adjust, refer to arbitration, compromise and arrange any claims, accounts, disputes, questions and demands with or by any person relating to the Charged Assets;

(g) **Legal actions**

to bring, prosecute, enforce, defend and abandon actions, suits and proceedings in relation to the Charged Assets;

(h) **Redemption of Security**

to redeem any Security (whether or not having priority to the Charges) over the Charged Assets and to settle the accounts of any person with an interest in the Charged Assets;

(i) **Spend money**

in the exercise of any of the above powers, to spend such sums as the Chargee may think fit and the Chargor shall promptly in any event within three (3) Business Days of a written demand pay to the Chargee or the Receiver (as the case may be) all sums so spent together with interest on

those sums at such rates as the Chargee may from time to time determine from the time they are paid or incurred, and those sums (together with such interest) shall be secured by the Charges; and

(j) **Other powers**

to do anything else the Chargee may think fit for the realisation of the Charged Assets or incidental to the exercise of any of the rights conferred on him under or by virtue of this Deed, the Companies Ordinance and other applicable statutory provisions and common law.

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**SCHEDULE 2**  
**FORMS OF LETTER OF INSTRUCTION, STANDARD FORMS OF TRANSFER AND**  
**CONTRACT NOTES**

**PART 1**  
**FORM OF LETTER OF INSTRUCTION TO CUSTODIAN**

To: Golden Eagle Brokerage Limited  
Unit 1602, 16/F.,  
Greenfield Tower, Concordia Plaza,  
No. 1 Science Museum Road,  
Tsim Sha Tsui,  
Kowloon, Hong Kong

Date:

Dear Sirs

**Account Name:** Fu Jingqi

**Account Number:**                     

**Name of Stock:** Greentech Technology International Limited (綠科科技國際有限公司)

**(Stock Code: 195)**

**Quantity:** 800,000,000

I refer to the share charge dated 17 July 2020 between Fu Jingqi as chargor, and Koo Yuen Kim as chargee in respect of charge over certain ordinary shares of HK\$0.005 each in Greentech Technology International Limited (綠科科技國際有限公司) (Stock Code: 195).

As per the stamped Bought/Sold Note, dated \_\_\_\_\_ (see enclosed), please be instructed to transfer the abovementioned securities from the account of Fu Jingqi with immediate effect to \_\_\_\_\_, who maintains an account with \_\_\_\_\_, account number \_\_\_\_\_.

Yours faithfully

\_\_\_\_\_  
Name: Fu Jingqi

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附註 (Notes):

轉讓證券前必須填寫下列各項 [The following particulars are required before securities can be transferred]:

- (1) 承讓人詳細姓名，包括全部姓名及姓氏，華籍承讓人姓名須同時以中文及英文併列填寫 [Name(s) of Transferee(s) in full, i.e. all Christian or other names as well as surname(s) and IF THE TRANSFERREE IS OF CHINESE NATIONALITY, THE NAME MUST BE GIVEN IN CHINESE AS WELL AS ROMANISED CHARACTERS.]
- (2) 承讓人地址 [Address of Transferee(s)]
- (3) 承讓人職業 [Occupation of Transferee(s)]
- (4) 承讓人電話號碼 [Telephone number of Transferee(s)]

請將轉讓之證券連同本轉讓書，同時交付。 [The certificate(s) of the securities to be transferred must be delivered with this Form of Transfer.]

根據香港印花稅條例，證券買賣須具備買賣單據並付印花稅。 [It is a requirement of the Stamp Duty Ordinance of Hong Kong that whenever securities are bought and sold, contract notes must be prepared and bear ad valorem duty.]

下列條款適用於H股股份 [The following clauses apply to H Share only]:

- (a) 承讓人與本公司及本公司各股東表示同意，而本公司亦向各股東表示同意遵守及符合第八屆全國人民代表大會常務委員會第五次會議於一九九三年十二月二十九日通過，並自一九九四年七月一日起施行的「中華人民共和國公司法」(「中國公司法」)(可不時予以修訂、補充或更改)，由中華人民共和國國務院於一九九四年八月四日頒佈並施行的「關於股份有限公司境外募集股份及上市的特別規定」，(可不時予以修訂、補充或更改)及本公司的公司章條的規定。 [The transferee(s) agree(s) with the Company and each shareholder of the Company, and the Company agrees with each shareholder, to observe and comply with the Company Law of the People's Republic of China adopted at the Fifth session of the Standing Committee of the Eighth National People's Congress on 29th December, 1993 and effective from 1st July, 1994 as amended, supplemented or otherwise modified from time to time (the "Company Law"), the Special Regulations on the Overseas Offering and Listing of Shares by Joint Stock Limited Companies issued by the State Council of the People's Republic of China on and effective from 4th August, 1994 as amended, supplemented or otherwise modified from time to time and the Articles of Association of the Company.]
- (b) 承讓人與本公司及本公司各股東表示同意，本公司H股股份可由持有人自由轉讓。 [The transferee(s) agree(s) with the Company and each shareholder of the Company that the H Shares in the Company are freely transferable by the holder thereof.]
- (c) 承讓人授權本公司代表承讓人與本公司各董事及高級管理人員訂立合約，該等董事及高級管理人員承諾遵守及執行本公司之公司章條所規定對股東應負之責任。公司章條即成為規範公司組織與行為，公司與股東之間，股東與股東之間權利義務的，具有法律約束力的文件。公司章條對公司及其股東、董事、監事、經理和其他高級管理人員均有約束力，前述人員均可以依據公司章條提出與公司董事有關的權利主張。 [The transferee(s) authorise(s) the Company to enter into a contract on his (their) behalf with each director and senior officer of the Company whereby such director(s) and senior officer(s) undertake to observe and comply with their obligations to shareholders stipulated in the Articles of Association of the Company. The Articles of Association of the Company shall be a legally binding document that regulates the organisation and acts of the Company as well as the rights and obligations between the Company and the shareholders and among shareholders. The Articles of Association of the Company shall be binding upon the Company and its shareholders, directors, supervisors, managers and any other senior officers. All the above persons may make claims related to Company matters in accordance with the Articles of Association of the Company.]
- (d) 承讓人與本公司、本公司每名股東、董事、監事及高級管理人員同意，而本公司代表本公司本身及每名董事、監事及高級管理人員亦與每名股東同意，解決爭議的方式如下： [The transferee(s) agree(s) with the Company, each shareholder, director, supervisor, manager and senior officer of the Company and the Company acting for itself and for each director, supervisor, manager and senior officer agrees with each shareholder to settle disputes in the following manner:]
  - (i) 凡境外上市外資股股東與公司之間，境外上市外資股股東與公司董事、監事、經理或者其他高級管理人員之間，境外上市外資股股東與內資股股東之間，基於公司章條、《公司法》或其他有關法律、行政法規規定的權利義務發生的與公司事務有關的爭議或權利主張，有關當事人應當將此爭議或權利主張提交仲裁解決。前述爭議或權利主張提交仲裁時，應當全部權利主張或爭議事項；所有由於同一事由有不同的人或者該爭議或權利主張的解決需要其參與的人，如果其身份為公司或公司股東、董事、監事、經理或者其他高級管理人員，應當服從仲裁。有關股東約定，股東名冊的爭議，可以不用仲裁方式解決。 [If any dispute or claim concerning the Company's business on the basis of the rights or obligations provided for in the Articles of Association of the Company or in the Company Law or other relevant laws or administrative regulations arises between a holder of foreign investment shares listed outside the People's Republic of China and a director, a supervisor, the manager or any other senior officers of the Company or between a holder of foreign investment shares listed outside the People's Republic of China and a holder of domestic investment shares, the parties concerned shall submit the dispute or claim for arbitration. When a dispute or claim as described above is submitted for arbitration, such dispute or claim shall be in its entirety, and all persons (being the Company or shareholders, directors, supervisors, the managers or any other senior officers of the Company) that have a cause of action due to the same facts or whose participation is necessary for the settlement of such dispute or claim shall abide by arbitration. Disputes concerning the definition of shareholders and the register of shareholders shall not be required to be settled by means of arbitration.]
  - (ii) 申請仲裁者可以選擇中國國際經濟貿易仲裁委員會按其仲裁規則進行仲裁，也可以選擇香港國際仲裁中心按其證券仲裁規則進行仲裁，申請仲裁者將爭議或權利主張提交仲裁後，對方必須在申請者選擇的仲裁機構進行仲裁。如果申請仲裁者選擇香港國際仲裁中心進行仲裁，則任何一方可以按香港國際仲裁中心的證券仲裁規則的規定請求仲裁及在深圳進行。 [A dispute or claim submitted for arbitration may be arbitrated, at the option of the claimant, by either the China International Economic and Trade Arbitration Commission in accordance with its arbitration rules or the Hong Kong International Arbitration Centre in accordance with its securities arbitration rules. After the claimant has submitted the dispute or claim for arbitration, the other party must carry out arbitration in the arbitral body selected by the claimant. If the claimant opts for arbitration by the Hong Kong International Arbitration Centre, either party may request arbitration to be conducted in Shenzhen in accordance with the securities arbitration rules of the Hong Kong International Arbitration Centre.]
  - (iii) 以仲裁方式解決因(一)項所述爭議或權利主張，適用中華人民共和國的法律；但法律、行政法規另有規定的除外。 [Unless otherwise provided by laws or administrative regulations, the laws of the People's Republic of China shall apply to the settlement by means of arbitration of disputes or claims referred to in Item (i).]
  - (iv) 仲裁機構應進行公開聽訊及公佈其裁決。仲裁機構的裁決是終局裁決，對各方均有約束力。 [The arbitral body shall conduct hearing in open session and publish its award. The award of the arbitral body shall be final and binding upon each party.]

個人資料收集聲明 [Personal Information Collection Statement]

個人資料 (私隱) 條例 (條例) 中的主要條文已於一九九六年十二月二十日在香港生效。此份個人資料收集聲明是向證券持有人說明證券發行人的個人資料及該條例而訂立的政策及實際應用條文所涉及的資料類別。 [The main provisions of the Personal Data (Privacy) Ordinance (the "Ordinance") came into effect in Hong Kong on 20 December 1996. This Personal Information Collection Statement informs holders of securities as the data subject of the policies and practices of the registrars of the securities issuers in relation to personal data and the Ordinance.]

收集個人資料的原因 [Reasons for the Collection of your Personal Data]

收錄持有人的個人資料以作下列用途： [From time to time it is necessary for the registered transferee to supply their latest correct personal data to the registrars when transferring securities into or out of their names or in procuring the services of the registrars.]

若未能向證券持有人提供所請求資料，會導致證券處理或無法進行證券提供服務。 [Failure to supply the requested data may result in delay or inability of the registrars to effect transfers or render their services.]

證券持有人所提供的資料如有任何不確，必須即時知會證券公司。 [It is important that holders of securities inform the registrars concerned immediately of any inaccuracies in the data supplied.]

資料用途 [Purpose]

- 為證券持有人登記轉往其名下或由其名下轉讓予他人的證券 [registering transfers into or out of the name of holders of securities]
- 保存或更新有關的持有人名冊 [maintaining or updating the registers of members]
- 核對或協助核對簽名或核對或交換資料 [conducting or assisting to conduct signature verifications, any verification or exchange of information]
- 確定可獲取利益的名單，例如股息、供股及紅股等 [establishing benefit entitlements, such as dividends, rights issues and bonus issues etc.]
- 有關有關證券發行人的公司通訊 [distributing communications of the related securities issuers]
- 編制統計資料及股東資料 [compiling statistical information and shareholder profiles]
- 遵照法律、規則或規例的要求作出披露 [making disclosures as required by laws, rules or regulations]
- 披露必須的資料以履行作權利索償 [disclosing relevant information to facilitate claims on entitlements]
- 與上述有關的任何其他相關或相輔目的及證券持有人不同同意的任何其他目的 [any other incidental or associated purposes relating to the above and any other purpose which the holders of securities may from time to time agree]

向他人提供有關的個人資料 [Transfer of Personal Data]

證券公司會把證券持有人的資料保密，但證券公司可能會作出必要的查詢以確定個人資料的準確性，以便資料可用作上述所有或任何用途，尤其可能會將證券持有人的個人資料向下列任何或所有人士及實體披露、獲取或提供有關資料 (不論在香港或外地)。 [Data held by the registrars relating to the holders of securities will be kept confidential but the registrars may, to the extent necessary for achieving the above purposes or any of them, make such enquiries as they consider necessary to confirm the accuracy of the personal data and in particular, they may disclose, obtain, transfer (whether within or outside Hong Kong) the personal data of the holders of securities to, from or with any and all of the following persons and entities:]

- 證券發行人或其委任代理人，例如財務顧問及海外主要處 (the securities issuers or their appointed agents such as financial advisers and overseas principal registrars)
- 任何向證券公司提供其業務運作有關的行政、電訊、電腦、付款或其他服務的代理人、承包商或第三者服務提供者 [any agents, contractors or third-party service providers who offer administrative, telecommunications, computer, payment or other services to the registrars in connection with the operation of their business]
- 任何監管或政府機關 [any regulatory or governmental bodies]
- 與證券持有人有業務往來或建議有業務往來的任何其他人士或機構，例如銀行、律師、會計師或股票經紀等 [any other persons or institutions with which the holders of securities have or propose to have dealings, such as their bankers, solicitors, accountants or stockbrokers etc.]

查閱及更正個人資料 [Access and Correction of Personal Data]

條例賦予證券持有人權利查閱及更正其個人資料，並有權索取資料副本及更正任何不確的資料 [The Ordinance provides the holders of securities with rights to ascertain whether the registrars hold their personal data, to obtain a copy of that data, and to correct any data that is inaccurate.]

條例亦賦予證券持有人權利查閱及更正其個人資料，並有權索取資料副本及更正任何不確的資料 [The Ordinance provides the holders of securities with rights to ascertain whether the registrars hold their personal data, to obtain a copy of that data, and to correct any data that is inaccurate.]

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**PART 3  
FORM OF CONTRACT NOTES**

**SOLD NOTE**

Name of Purchaser: \_\_\_\_\_

Address: \_\_\_\_\_

Name of Company in which the shares to be sold :  
\_\_\_\_\_

Number of Shares: \_\_\_\_\_ of \_\_\_\_\_ each

Consideration: \_\_\_\_\_

\_\_\_\_\_  
(Seller)

Date: \_\_\_\_\_

**BOUGHT NOTE**

Name of Seller: \_\_\_\_\_

Address: \_\_\_\_\_

Name of Company in which the shares to be bought :  
\_\_\_\_\_

Number of Shares: \_\_\_\_\_ of \_\_\_\_\_ each

Consideration: \_\_\_\_\_

\_\_\_\_\_  
(Buyer)

Date: \_\_\_\_\_

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**SCHEDULE 3  
FORM OF NOTICE TO THE CUSTODIAN**

From: Fu Jingqi  
To: Golden Eagle Brokerage Limited  
Copy to: Koo Yuen Kim (the "Chargee")  
Date: 17 July 2020

Dear Sirs

Account No. [REDACTED] (the "Custodian Account")

You are hereby given notice that pursuant to a share charge dated 17 July 2020 (the "Share Charge"), a copy of which is attached, I have charged in favour of the Chargee, among other things, all my right, title and interest in the Charged Shares deposited or to be deposited in my Custodian Account with you and all my rights both present and future against you with respect to the Custodian Account and credit balance (if any) from time to time of the Custodian Account (collectively, the "Charged Assets").

I hereby irrevocably instruct you and confirm with you that:

- (a) save as expressly provided in the sub-paragraph (f) below, you shall act on the joint instructions of me and the Chargee in relation to the Charged Assets;
- (b) under the term of the Share Charge, I may sell any of the Charged Shares if such sale is expressly permitted under the Sale and Purchase Agreement (as defined below) and provided always that all proceeds arising from such sale shall be deposited into the Custodian Account and be paid into the Chargee's designated bank account for the repayment of the outstanding principal amount of the Promissory Note (as defined in the Share Charge) and the interest accrued thereon;
- (c) subject to the sub-paragraph (b) above, under the term of the Share Charge, I shall not (and shall not agree to) enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, withdraw, transfer, assign or otherwise dispose of the Charged Assets or any part of them;
- (d) subject to the sub-paragraph (b) above, under the term of the Share Charge, I am not permitted to withdraw any part of the Charged Assets without first obtaining the prior written consent of the Chargee;
- (e) unless otherwise expressly stated in this notice, I shall continue to be solely responsible for the performance of my obligations in respect of the Custodian Account and any documentation which I have entered into with you in relation to the Custodian Account; and
- (f) in the event that any of the Charged Shares are sold by me as contemplated under sub-paragraph (b) above, I hereby irrevocably and unconditionally instruct and authorise you to hold the proceeds arising from such sale to the order of the Chargee and to pay or release all or any part of such proceeds to the Chargee (or as he may direct) promptly following receipt of the instruction from the Chargee to that effect.





I hereby further irrevocably instruct you that:-

- (a) after the Chargee notifies you in writing the occurrence of an Event of Default, you shall forthwith:
- (i) hold the Charged Assets and all your rights against HKSCC Nominees Limited in the Central Clearing and Settlement System ("CCASS") established and operated by the Hong Kong Securities Clearing Company Limited or other person in connection with the Charged Shares to the order of the Chargee;
  - (ii) pay all moneys in the credit balance of the Custodian Account without any set-off or deduction which now or hereafter become due by me to the Chargee to such account as the Chargee may specify in writing from time to times, including without set-off or deduction of amounts properly due to you from me in accordance with the terms of your Customer Agreement entered into between you and me (together, the "Client Agreement") regulating the Custodian Account which I have agreed not to be amended or varied without the Chargee's prior written consent, other than in connection with and to the extent only of the recovery of my customary fees, costs and expenses solely in connection with the operation and administration of the Custodian Account;
  - (iii) transfer and release those Charged Assets to the account of the Chargee or his nominee as directed from time to time by the Chargee and those Charged Assets shall be held by the Chargee or his nominee (as the delegate and custodian of the Chargee) and all rights, title and interest in respect of those Charged Assets shall be held by the Chargee upon the transfer; and
  - (iv) act in accordance with the instructions of the Chargee in relation to the Charged Assets and the Custodian Account;
- (b) you should provide the Chargee with all information he may request in respect of the Charged Assets and promptly in any event within three (3) Business Days upon receipt, copies of all monthly statements of account, transaction contracts, transaction confirmations, copies of all information received from CCASS or any other person in respect thereof.

You are hereby also given notice that pursuant to a sale and purchase agreement dated 17 July 2020 (the "Sale and Purchase Agreement"), a copy of which is attached, I have (i) agreed to the provision for the Compulsory Sale of 800,000,000 Charged Shares to the Chargee deposited or to be deposited in our Custodian Account with you; and (ii) granted the Right of First Refusal to the Chargee to acquire 800,000,000 Charged Shares deposited or to be deposited in our Custodian Account with you.

I hereby irrevocably instruct you that after the Chargee notifies you in writing that (i) the Compulsory Sale shall take place; or (ii) he has exercised the Right of First Refusal granted under the Sale and Purchase Agreement together with transfer documents required by you for the transfer, you shall transfer and release the Charged Shares to the account of the Chargee or his nominee as directed from time to time by the Chargee and the Charged Shares shall be held by the Chargee or his nominee (as the delegate and custodian of the Chargee) and all rights, title and interest in respect of the Charged Shares shall be held by the Chargee upon the transfer.

I hereby irrevocably agree that you shall not be liable in any manner for complying with the instructions of the Chargee. I irrevocably agree to indemnify and hold you harmless from and against all losses, liabilities, claims, actions, damages and expenses arising out of or in connection with your carrying out the instructions given by me and/or the Chargee pursuant to this notice.



These instructions shall be irrevocable until such time as you receive written notice from the Chargee stating that the Share Charge has been released or otherwise discharged.

In this notice, unless otherwise defined herein or the context requires otherwise, capitalised terms have the same meaning and construction as define in the Share Charge and the Sale and Purchase Agreement.

Please acknowledge these instructions by executing and delivering to me and the Chargee the attached acknowledgement.

Yours faithfully

.....  
Fu Jingqi

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### Acknowledgement

From: Golden Eagle Brokerage Limited  
To: Fu Jingqi and Koo Yuen Kim  
Date: 17 July 2020

Dear Sir / Madam

We acknowledge receipt of the attached notice (the "Notice") from Fu Jingqi (the "Chargor") dated 17 July 2020 relating to the security interest created in favour of Koo Yuen Kim (the "Chargee") over, among other things, all Charged Shares deposited or to be deposited in our Custodian Account with us and all your rights (including dividends and distributions of any kind) both present and future against us with respect to the Custodian Account and credit balance (if any) from time to time of the Custodian Account (collectively, the "Charged Assets"), the Compulsory Sale agreed under the Sale and Purchase Agreement and the Right of First Refusal granted under the Sale and Purchase Agreement. Capitalised terms used but not otherwise defined in this Acknowledgement shall have the meanings given to such terms in the Notice. We confirm that as at the date of this Acknowledgement:

- (a) we undertake that we will, promptly in any event within three (3) Business Days upon receipt by us, deposit the Charged Assets into the Custodian Account;
- (b) we have not received any prior notice of assignment, mortgage or charge in respect of the Charged Assets;
- (c) we have no beneficial interest or other rights in the Charged Assets save and except pursuant to the Client Agreement; and
- (d) we will comply with the terms of the Notice, a copy of which is attached hereto.

We also undertake during the period between the date of the service of the Notice on us and the date of release and/or discharge of the Share Charge:

1. not to take any action which may prejudice the Chargee's rights in respect of the Charged Assets and/or the Charged Shares or our rights against the Central Clearing and Settlement System established and operated by the Hong Kong Securities Clearing Company Limited or any other person in respect of the Charged Assets and/or the Charged Shares;
2. to notify you of any event or circumstance of which we become aware which would or might affect or limit your rights under the Charges and/or the Sale and Purchase Agreement, or our or the Chargor's rights in respect of the Charged Assets;
3. not to make any amendment to or variation of the Client Agreement prejudicial to the interest of the Chargee without the Chargee's prior written consent;
4. to notify you promptly in any event within three (3) Business Days if we become aware of any request by the Chargor to withdraw any other shares owned by the Chargor in Greentech Technology International Limited (綠科科技國際有限公司) (such shares not forming part of the Charged Assets) from any securities or custodian account held with us (including but not limited to the Custodian Account).

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We agree that during the period between the date of the service of the Notice on us and the date of release and/or discharge of the Share Charge, the terms of this Acknowledgement and the Notice shall override the Client Agreement and all other agreements entered into between the Chargor and us from time to time to the extent that any such agreements are inconsistent with the terms in the Acknowledgement and the Notice. We further agree that during the period between the date of the service of the Notice on us and the date of release and/or discharge of the Share Charge and the expiry of the Right of First Refusal granted under the Sale and Purchase Agreement (whichever is the later), we will not assert any lien or right of set-off in respect of the Charged Assets or any monies or rights arising in respect thereof against you in respect of any claim we may have against the Chargor (other than in connection with and to the extent only of the recovery of our customary fees, costs and expenses solely in connection with the operation and administration of the Custodian Account). Under no circumstances are we or any of our affiliates, directors, officers or staff be held liable (including third-party liability) for any direct or indirect losses or direct, indirect, accidental, special or consequential damages in connection with and/or related to the arrangement provided in this Acknowledgement, whether in tort, contract or otherwise and in the event if this Acknowledgement is required to be disclosed or produced to any competent authorities, you shall, to the extent permissible by laws, notify us promptly in any event within three (3) Business Days.

This Acknowledgement shall be governed by and construed in accordance with the laws of Hong Kong.

Yours faithfully

.....  
For and on behalf of  
Golden Eagle Brokerage Limited



**SCHEDULE 4  
INVESTOR/SECURITIES SETTLEMENT INSTRUCTION (I.S.I./S.I.) FORM**



**金鷹證券有限公司  
GOLDEN EAGLE BROKERAGE LIMITED**

九龍尖沙咀科學館道1號康宏廣場南座16樓1602室  
Unit 1602, 16/F, Greenfield Tower, Concordia Plaza,  
No. 1 Science Museum Road, Tsim Sha Tsui, Kowloon  
電話 Tel : (852) 3586-1857 傳真 Fax : (832) 3586-1854  
電子郵件 Email address : cs@gebrokerage.com.hk

**投資者/證券交收指示表格  
Investor/Securities Settlement Instruction (I.S.I./S.I.) Form**

致: 金鷹證券有限公司-結算部  
To: Golden Eagle Brokerage Limited - Settlement Department

客戶名稱 Client Name: FU JINGQI 戶口號碼 Account Number:                     

本人/吾等現指示及授權(“指示”)金鷹證券有限公司(“金鷹證券”) I/We hereby instruct and authorize (“Instruction”) Golden Eagle Brokerage Limited (“GEBL”) to:

- (請於適當欄內加上「✓」號) (Please tick “✓” the appropriate field)
- 本人將下列證券由以下有關戶口存入本人/吾等在貴公司持有之證券戶口  
RECEIVE from the respective account as specified below the following securities for my/our securities account in your Company
- 由本人/吾等在貴公司持有之證券戶口交付下列證券予以下有關戶口  
DELIVER the following securities from my/our securities account in your Company to the respective account as specified below

並透過中央結算及交收系統，按以下內容執行交收指示  
Via Central Clearing and Settlement System (CCASS) to effect the settlement in accordance with the following details:

對手經紀名稱 Name of Counterparty				交收日期 Settlement Date:	
對手經紀/投資者中央結算編號 Counterparty/ Investor CCASS ID		聯絡人名稱 Contact Person		電話 Tel No:	
交收方式 Settlement Method	<input type="checkbox"/> 無須付款交收 F - Free of Payment <input type="checkbox"/> 貨銀對付交收 D - Delivery vs Payment 金額 Amount _____ <input type="checkbox"/> 即時貨銀對付交收 R - Realtime Delivery Versus Payment 金額 Amount _____				
證券編號 Securities Code	證券名稱 Name of Securities	數量 Quantity			

本人/吾等乃是以上證券的實益擁有人及確認以上證券的實益擁有權並沒有因進行本文收指示而出現變動。本人/吾等同意就金鷹證券進行上述交收指示所蒙受的一切損失及損害，願向金鷹證券做出彌償。 I/We declare that I/We am/are the beneficial owner of the above Securities Certificate(s) and I/We confirm that there is no change in beneficial ownership through effecting this settlement instruction. I/We hereby agree to indemnify GEBL from and against all losses and damages, which may be suffered by reason of GEBL acting in accordance with my/our instruction set out above.

客戶簽署/公司印章 Client Signature(s) (with company chop, if applicable)

For Official Use Only				
Signature Verified by	Reviewed by Compliance (if applicable)	Approved by RO	Processed by Settlement	
			System Inputted by	System Checked by

06/2020

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**SCHEDULE 5  
THIRD PARTY PAYMENT FORM**



九龍尖沙咀科學館道1號康宏廣場南座16樓1602室  
Unit 1602, 16/F, Greenfield Tower, Concordia Plaza,  
No. 1 Science Museum Road, Ts'in Sha Tsui, Kowloon  
電話 Tel : (852) 3586-1857 傳真 Fax : (852) 3586-1854  
電子郵件 Email address : ce@gebrokerage.com.hk

**第三方付款表格  
THIRD PARTY PAYMENT FORM**

致: 金鷹證券有限公司-結算部  
To: Golden Eagle Brokerage Limited - Settlement Department

客戶名稱 Client Name: FU JINGQI

戶口號碼 Account Number:                     

(請於適當欄內加上「✓」號) (Please tick "✓" the appropriate field)

提款金額 Withdrawal Amount: _____	<input type="checkbox"/> 港幣 HKD	<input type="checkbox"/> 美元 USD	<input type="checkbox"/> 人民幣 CNY	<input type="checkbox"/> 其他 OTHERS
生效日期 Value Date: _____	提款方式 Withdrawal Method	<input type="checkbox"/> 支票 CHEQUE	<input type="checkbox"/> 即時轉帳 CHATS	<input type="checkbox"/> 電匯 T/T
<b>第三方收款人銀行資料 Third Party Payee's Bank Details:</b>				
第三方收款人的銀行名稱 Bank Name of Third Party Payee _____				
第三方收款人的銀行帳戶名稱 Bank Account Name of Third Party Payee _____				
第三方收款人的銀行戶口號碼 Bank Account Number of Third Party Payee _____				
客戶與第三方收款人之間的關係 Relationship between Client and Third Party Payee _____				
第三方付款的原因 Reason of Third party payment _____				

**備註 Remarks:**

- 如付款申請涉及第三方收款人，客戶必須填妥及簽署此表格作申請。金鷹證券有限公司對是否接受第三者付款保留最終決定權。  
This form is required to be completed and signed by client if the payment instruction pay to third party payee. Golden Eagle Brokerage Limited reserve the right to accept the application of third party payment or not.
- 金鷹證券有限公司絕對不鼓勵以第三方付款申請，任何例外情況都需要管理層的預先批准。  
Golden Eagle Brokerage Limited discourages third party payment. Any exception is subject to prior management approval.
- 如發現有關人士在使用第三者付款時有違法行為（包括洗黑錢）或虛報資料者，本公司會將有關人士之資料交聯合財智情報組處理。  
In case the Company discovers any person engaging in illegal activities (including money laundering) or providing false information, it will report such situations to the Joint Financial Intelligence Unit (JFIU).

<b>For Official Use Only</b>	
Extension No of Telephone Recording: _____	
Record Date & Time: _____	
Handled and Confirmed By: _____	
Full name and Position _____	

客戶簽署/公司蓋章 Client Signature(s) (with company chop, if applicable)

<b>For Official Use Only</b>					
Signature Verified by	Approved by RO	Approved by ED	Reviewed by MLRO	System Processed by Settlement	
				Inputted by	Checked by
					Completed by Finance

04/2020

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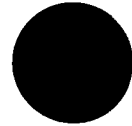
In witness whereof this Deed has been executed as a deed on the date stated at the beginning.

**Listco Share Charge**

**THE CHARGOR**

SIGNED, SEALED and DELIVERED AS A DEED )  
by )  
FU JINGQI )  
in the presence of: )

傅靖琪



Witness

Name:

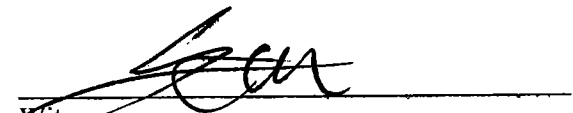
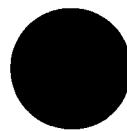
**Tan Kuang Hwee**  
**Solicitor, Hong Kong SAR**  
**TAN & CO., Solicitors**

Listco Share Charge

**THE CHARGE**

Signed by  
**KOO YUEN KIM**  
in the presence of:

)  
)  
)



Witness

Name: HSU, JUNG-SHENG