

**22 March 2023**

**Mr. Liu Yong**

**and**

**Mr. Wan Yong**

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**DEED OF CONFIRMATION**

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**THIS DEED OF CONFIRMATION** (this “**Deed**”) is made on

22 March 2023

**BY**

- (1) Liu Yong (刘勇) , holder of Hong Kong Identity Card no. [M089826(6)] (“**Mr. Liu**”);
- (2) Wan Yong (万勇) , holder of PRC Identity Card no. [610404197210251012] (“**Mr. Wan**”);

(hereinafter collectively referred to as the “**Controlling Shareholders**”).

**WHEREAS:-**

- A. The Controlling Shareholders have agreed to, and shall continue until the termination of this Deed to, consult each other and reach an unanimous consensus among themselves on such matters being the subject matters of any shareholders’ resolution, prior to putting forward such resolution to be passed at any shareholders’ meeting of the Relevant Companies, and have historically voted on such resolutions in the same way.

**NOW IT IS HEREBY AGREED THAT:**

**1. DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

In this Deed, unless the context requires otherwise:

“ <b>BVI</b> ”	the British Virgin Islands
“ <b>Cayman</b> ”	the Cayman Islands
“ <b>control</b> ”	the power of a person to secure: <ol style="list-style-type: none"><li>(i) by means of the holding of shares or other securities or the possession of voting power in or in relation to the relevant body corporate or any other body corporate; or</li><li>(ii) by virtue of any powers conferred by the laws, memorandum and articles of association or other constitution document regulating the relevant body corporate or any other body corporate that the affairs of the first-mentioned body corporate are conducted in accordance with the wishes of such person</li></ol>
“ <b>Fortune Promise</b> ”	Fortune Promise Global Limited (富望环球有限公司) , a company incorporated in the BVI with limited liability on 20 March 2017 and one of the Controlling Shareholders
“ <b>GEM</b> ”	the Growth Enterprise Market of the Stock Exchange
“ <b>Hong Kong</b> ”	the Hong Kong Special Administrative Region of the PRC
“ <b>Joint Smart</b> ”	Joint Smart Global Limited (合智環球有限公司) , a company incorporated in the BVI with limited liability on 15 July 2015 and one of the Shareholders

<b>“Listco”</b>	TradeGo Fintech Limited(捷利交易宝金融科技有限公司), an exempted company with limited liability incorporated in the Cayman Islands on 15 June 2017
<b>“Listing Group”</b>	Listco together with its subsidiaries
<b>“Mass Victory”</b>	Mass Victory Ventures Limited (眾勝創投有限公司), a company incorporated in the BVI with limited liability on 24 March 2017
<b>“Mao Jia”</b>	Mao Jia Holdings Limited (茂嘉控股有限公司), a company incorporated in the BVI with limited liability on 18 February 2015 and one of the Controlling Shareholders
<b>“Relevant Companies”</b>	Fortune Promise, Mao Jia, Stand Tall, Xin Cheng, Joint Smart and Mass Victory
<b>“SFO”</b>	Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong)
<b>“Stand Tall”</b>	Stand Tall International Limited (立高国际有限公司), a company incorporated in the BVI with limited liability on 16 March 2017 and one of the Controlling Shareholders
<b>“Xin Cheng”</b>	Xin Cheng International Limited (鑫诚国际有限公司) a company incorporated in the BVI with limited liability on 18 February 2015 and one of the Controlling Shareholders

## 1.2 Interpretation

In this Deed unless the context requires otherwise:

- (a) words denoting the singular number shall include the plural and vice versa;
- (b) words importing a gender include every gender and references to persons include individuals, bodies corporate or incorporate;
- (c) words denoting natural persons shall include corporations and vice versa;
- (d) references to a “company” shall be construed so as to include any company, corporation or other body corporate, wherever and however incorporated or established;
- (e) references to a “person” shall be construed so as to include any individual, firm, company, government, state or agency of a state or any joint venture, association or partnership (whether or not having a legal person status);
- (f) headings to clauses are for convenience only and shall not affect the interpretation of this Deed;
- (g) references to this Deed, or any other deed, agreement or instrument shall be deemed to include references to this Deed, or such other deed, agreement or instrument as amended, novated, supplemented, varied or replaced from time to time;
- (h) references to any parties to this Deed shall include its successors and permitted assigns; and
- (i) references to any legislation or to any section or provision thereof shall include any statutory modification or re-enactment thereof or any statutory provisions substituted therefore and ordinances, bye-laws, regulations and other statutory instruments issued thereunder.

## **2. BUSINESSES OF THE RELEVANT COMPANIES**

2.1 With respect to the businesses of the Relevant Companies, the Controlling Shareholders confirm to each other that, for the entire duration when they were/are contemporaneously the ultimate beneficial shareholders of the Relevant Companies:

- (a) they have agreed to, and shall continue until the termination of this Deed to, consult each other and reach an unanimous consensus among themselves on such matters being the subject matters of any shareholders' resolution, prior to putting forward such resolution to be passed at any shareholders' meeting of the Relevant Companies, and have historically voted on such resolutions in the same way; and
- (b) they have centralised, and shall continue until the termination of this Deed to centralise, the ultimate control and right to make final decisions with respect to their interests in the businesses and projects of the Relevant Companies.

2.2 The Controlling Shareholders further confirm to each other that until the termination of this Deed, they will not transfer, sell or dispose of their respective interests/shareholding in the Relevant Companies.

2.3 For the avoidance of doubt, this clause 2 shall not be interpreted or construed as any intention on the part of any of the Controlling Shareholders to enter in or provide any collective guarantee facility with any third party, whether existing or prospective, any credit facility.

## **3. TERM**

The arrangement described in this Deed have taken effect as of the period commencing upon the signing of this Deed.

## **4. SUCCESSORS AND ASSIGNS**

This Deed shall ensure for the benefit of the successors or assigns of the respective parties.

## **5. AMENDMENT**

5.1 Each and every party to this Deed undertakes that this Deed constitutes irrevocable undertaking by each and every party once executed.

5.2 This Deed shall not be amended, varied or terminated unless agreed by all parties to this Deed.

## **6. INVALIDITY AND SEVERABILITY**

If any portion or provision of this Deed shall to any extent be held to be illegal, invalid or unenforceable under a court of competent jurisdiction, then the remainder of this Deed, or the application of such portion or provision in circumstances other than those as to which it is so declared illegal, invalid or unenforceable, shall not be affected thereby, and each portion and provision of this Deed shall be valid and enforceable to the fullest extent permitted by law.

## **7. GOVERNING LAW AND JURISDICTION**

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

7.2 Each party to this Deed irrevocably submits to the non-exclusive jurisdiction of the courts of Hong Kong and waives any objections to proceedings in such courts on the grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum.

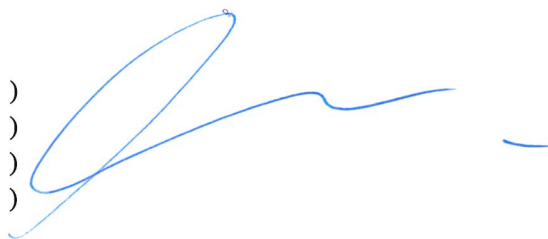
**8. COUNTERPARTS**

This Deed may be executed in any number of counterparts, which shall together constitute one Deed.

In witness whereof this Deed has been executed and delivered as a deed by the parties hereto on the date specified above.

**SIGNED, SEALED AND DELIVERED**  
by Liu Yong(刘勇)

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A handwritten signature in blue ink, consisting of a large loop followed by a horizontal line with a small dip in the middle, and a short horizontal stroke at the end.

**SIGNED, SEALED AND DELIVERED**

By Wan Yong(万勇)

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