

DATED 17 SEPTEMBER 2019

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**Unis Technology Strategy Investment Limited**  
**(Seller and Warrantor)**

- and -

**Beijing Unis Capital Management Co., Ltd. (北京紫光资本管理有限公司)**  
**(Warrantor)**

- and -

**Sino Xin Ding Limited**  
**(Purchaser)**

**SHARE PURCHASE AGREEMENT**  
**RELATING TO THE SALE AND PURCHASE OF SHARES IN**  
**Unisplendour Technology (Holdings) Limited**

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**THIS AGREEMENT** is made on 17 SEPTEMBER 2019

BETWEEN:

- (1) **Unis Technology Strategy Investment Limited**, a company incorporated with limited liability in Hong Kong (registered no. 2312424), whose registered office is at 3806 Central Plaza, 18 Harbour Road, Wanchai, Hong Kong (the “**Seller**”);
- (2) **Beijing Unis Capital Management Co., Ltd.** (北京紫光资本管理有限公司), a company incorporated with limited liability in the PRC, whose registered office is at Room 601, 6/F, Building B, Truth Plaza, No. 7 Zhichun Road, Haidian District, Beijing (“**Beijing Unis Capital**”, together with the Seller, the “**Warrantors**” and each a “**Warrantor**”); and
- (3) **Sino Xin Ding Limited**, a company incorporated with limited liability in Hong Kong (registered no. 2489015), whose registered office is at 9/F., MW Tower, No. 111 Bonham Strand, Sheung Wan, Hong Kong (the “**Purchaser**”, each of the Warrantors and the Purchaser, individually a “**Party**” and collectively the “**Parties**”).

WHEREAS:

- (A) The Company (as defined below) is a company incorporated in Bermuda and registered in Hong Kong as a non-Hong Kong company, whose shares are listed on the Stock Exchange (stock code: 0365).
- (B) The Seller is the legal and beneficial owner of the Sale Shares (as defined below).
- (C) Subject to and upon the consummation of the sale and purchase of the Sale Shares contemplated under this Agreement, the Purchaser and UNIC Capital (as defined below), an indirect 50.1% shareholder of the Purchaser, will jointly make the Offer (as defined below) to the shareholders of the Company in compliance with the requirements under the Takeovers Code.
- (D) On or about the date of this Agreement, the Seller has given an Irrevocable Undertaking (as defined below) in favor of the Purchaser and UNIC Capital pursuant to which the Seller has undertaken not to accept the Offer with respect to the Convertible Bonds (as defined below) held by it and not to convert the Convertible Bonds (or any part thereof) into Shares (as defined below).
- (E) On or about the date of this Agreement, the Purchaser has given the Seller (i) a copy of the commitment letter issued by China International Capital Corporation Hong Kong Securities Limited and pursuant to which the Purchaser has or will have upon the Completion such immediately available funds sufficient to perform its obligations under this Agreement and (ii) all certificates, notices and documents obtained by Shanghai Qingxin and/or other concerned parties in the relevant outbound investment filings with the competent PRC Governmental Authorities with respect to the consummation of the Transaction contemplated by this Agreement.
- (F) The Seller has agreed to sell, and the Purchaser has agreed to purchase, the Sale Shares on the terms and subject to the conditions of this Agreement.

IT IS AGREED as follows:

## 1. DEFINITIONS AND INTERPRETATION

### 1.1 Definitions

In this Agreement (including the Recitals and Schedules), the following words and expressions shall (except where the context otherwise requires) have the following meanings:

- “2018 Annual Report”** means the 2018 annual report issued by the Company and published on the HKEXnews website maintained by Hong Kong Exchanges and Clearing Limited on 26 April 2019.
- “2019 Interim Report”** means the 2019 interim report issued by the Company and published on the HKEXnews website maintained by Hong Kong Exchanges and Clearing Limited on 6 September 2019.
- “Account Date”** 2 November 2016.
- “Acting in Concert”** has the meaning given to it pursuant to the Takeovers Code.
- “Affiliate”** means, with respect to a Person, any other Person that, directly or indirectly, Controls, is Controlled by or is under common Control with such Person. In the case of any individual, his spouse, child, brother, sister, parent, the relatives of such spouse, trustee of any trust in which such individual or any of his immediate family members is a beneficiary or a discretionary object, or any entity or company Controlled by any of the aforesaid Persons. In the case of the Purchaser, the term “Affiliate” also includes (A) any direct and indirect shareholder of the Purchaser, (B) any of such shareholder’s general partners or limited partners, (C) the fund manager managing or advising the Purchaser or its shareholders (and general partners, limited partners and officers of any of them) and (D) other funds managed or advised by the fund manager under paragraph (C) or such other fund manager(s) and/or general partner(s) whose ultimate beneficial owner(s) are the same as those of the fund manager or general partner of the Purchaser or its shareholder(s), and (E) trusts controlled by or for the benefit of any such Person referred to in (A), (B), (C) or (D), and (F) any fund or holding company formed for investment purposes that is promoted, sponsored, managed, advised or serviced by the Purchaser. For the avoidance of doubt, the Purchaser shall not be considered as an Affiliate of any Group Company under any circumstance.
- “Business Day”** means any day other than a Saturday, Sunday or other day on which commercial banks in Bermuda, the PRC or Hong Kong are required or authorized by Law to be closed or on which a tropical cyclone warning no. 8 or above or a “black” rainstorm warning signal is hoisted in Hong Kong at any time between 9:00 a.m. and 5:00 p.m., Hong Kong time.

- “CCASS”** means the Central Clearing and Settlement System of Hong Kong.
- “Claim”** means any action, appeal, petition, plea, charge, complaint, claim, suit, demand, litigation, arbitration, mediation, hearing, inquiry, investigation or similar event, occurrence, or proceeding.
- “Companies Ordinance”** means the Companies Ordinance, Chapter 622 of the Laws of Hong Kong.
- “Company”** means Unisplendour Technology (Holdings) Limited, a company incorporated in Bermuda (registered no. 28897), whose registered office is at Clarendon House, 2 Church Street, Hamilton HM 11, Bermuda, and registered in Hong Kong as a non-Hong Kong company (as defined in the Companies Ordinance) (registration no. F0010630), whose shares are listed on the Stock Exchange (stock code: 0365) and further details of which are set out in Schedule 1.
- “Completion”** means completion of the sale and purchase of all the Sale Shares in accordance with this Agreement.
- “Completion Date”** has the meaning given in Clause 4.1.
- “Consent”** means any permit, license, certificate, approval, consent, notice, waiver, franchise, registration, filing, accreditation, concession or other similar authorization required by any Law or Governmental Authority.
- “Consideration”** has the meaning given in Clause 2.2.
- “Contract”** means, any legally binding contract, agreement, understanding, indenture, note, bond, loan, instrument, lease, mortgage, franchise, license, commitment, purchase order, and other legally binding arrangement, whether written or oral.
- “Control”** means, with respect to a Person, the power or authority, whether exercised or not, to direct the business, management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by Contract or otherwise; provided, that such power or authority shall conclusively be presumed to exist upon possession of beneficial ownership or power to direct the vote of more than fifty per cent. (50%) of the votes entitled to be cast at a meeting of the members or shareholders of such Person or power to control the composition of a majority of the board of directors of such Person. The terms “Controlled” and “Controlling” shall be construed accordingly.
- “Convertible Bonds”** means the HK\$148,000,000 zero coupon convertible bonds due 30 May 2021 issued by the Company all of which are legally and beneficially held by the Seller.
- “Deposit”** means an amount equal to 10% of the Consideration to be paid to the Seller’s Designated Bank Account by or on behalf of the Purchaser in

	accordance with <u>Clause 2.3(a)</u> .
<b>“Disclosure Letter”</b>	means the disclosure letter from the Warrantors to the Purchaser dated as of the date of this Agreement, which expressly sets out information constituting exceptions to the Warrantors’ Warranties, to the extent applicable.
<b>“Dispute”</b>	has the meaning given in <u>Clause 16.2(a)</u> .
<b>“Employee Benefit Plan”</b>	means each plan, program, policy, payroll practice, contract, agreement, or other arrangement applying to one or more officers, directors or employees generally providing for additional compensation ( <i>i.e.</i> , in addition to the basic salary), severance, termination pay, sick pay, performance awards, stock or stock related awards, pension entitlements, fringe benefits or other employee benefits of any kind, whether formal or informal, funded or unfunded, written or oral and whether or not legally binding.
<b>“Encumbrance”</b>	means a charge, debenture, mortgage, pledge, deed of trust, lien, option, equity rights, power of sale, hypothecation, claim, retention of title, right of pre-emption, right of first refusal, or other third party right or security interest of any kind or an agreement or obligation to create any of the above.
<b>“Excluded Matters”</b>	has the meaning given in <u>Clause 7.1</u> .
<b>“Executive”</b>	means the Executive Director of the Corporate Finance Division of the SFC or any delegate of the Executive Director.
<b>“Governmental Authority”</b>	means any nation or government, any state or other political subdivision thereof, any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government (including, without limitation, any government authority, agency, department, board, commission or instrumentality of Bermuda, Hong Kong, the PRC or any other applicable jurisdiction in the world or any political subdivision of any of the foregoing), or any court, tribunal or arbitrator of competent jurisdiction, and shall include, without limitation, the SFC and the Stock Exchange.
<b>“Group”</b>	means the Company and its Subsidiaries.
<b>“Group Company”</b>	means any member of the Group and <b>“Group Companies”</b> means all of them.
<b>“HK\$”</b>	means Hong Kong dollar(s), the lawful currency of Hong Kong.
<b>“Hong Kong”</b>	means the Hong Kong Special Administrative Region of the PRC.
<b>“Intellectual Property Rights”</b>	means any and all (i) patents, patent rights and applications therefor and reissues, reexaminations, continuations, continuations-in-part, divisions, and patent term extensions thereof, (ii) inventions (whether patentable or not), discoveries, improvements, concepts, innovations and industrial models, (iii) registered and unregistered copyrights, copyright registrations and applications, mask works and registrations

and applications therefor, author's rights and works of authorship (including artwork, software, computer programs, source code, object code and executable code, firmware, development tools, files, records and data, and related documentation), (iv) URLs, web sites, web pages and any part thereof, (v) technical information, know-how, trade secrets, drawings, designs, design protocols, specifications, proprietary data, customer lists, databases, proprietary processes, technology, formulae, and algorithms and other intellectual property, (vi) trade names, trade dress, trademarks, domain names, service marks, logos, business names, and registrations and applications therefor, and (vii) the goodwill symbolized or represented by the foregoing.

- “Irrevocable Undertaking”** means the deed of irrevocable undertaking given by the Seller in favor of the Purchaser and UNIC Capital on or about the date of this Agreement.
- “Law”** any law (statutory, common or otherwise), constitution, ordinance, rule, regulation, executive order or other similar authority enacted, adopted, promulgated or applied by any Governmental Authority, which for the avoidance of doubt, shall include, the Listing Rules and the Takeovers Code.
- “Listing Rules”** means the Rules Governing the Listing of Securities on The Stock Exchange.
- “Long Stop Date”** means the date falling one month after the date of this Agreement.
- “Losses”** all damages, losses, liabilities, payments, amounts paid in settlement, obligations, fines, penalties, costs of burdens associated with performing injunctive relief, and other costs
- “Material Adverse Effect”** means any change, event or circumstance occurred within the period starting from the date of this Agreement to the Completion Date that has a material adverse effect on (i) the business, properties, financial condition or results of operations of any of the Group Companies, which individually or in the aggregate, is reasonably likely to cause damage, loss, liability and the like at an amount exceeding HK\$30,000,000 or (ii) the validity or enforceability of this Agreement.
- “Material Consents”** means in respect of a Group Company, those Consents necessary for the lawful conduct of the business of that Group Company as presently conducted, and for the present ownership, use and operation of its assets and properties.
- “Material Liability”** has the meaning given to it in Schedule 4.
- “Notice”** has the meaning given in Clause 14.1.
- “Offer”** means the unconditional mandatory cash offer to be made by on behalf of the Purchaser and UNIC Capital as joint offerors (subject to Completion) to the shareholders of the Company (other than the

Purchaser, UNIC Capital and parties with whom the Purchaser and/or UNIC Capital is Acting in Concert) for their Shares in compliance with the Takeovers Code.

- “Offer Document”** means the composite offer document containing the offeror document and the offeree board circular to be issued as required under the Takeovers Code.
- “Person”** shall be construed as broadly as possible and shall include an individual, a partnership (including a limited liability partnership), a company, an association, a joint stock company, a limited liability company, a trust, a joint venture, a legal person, an unincorporated organization and a Governmental Authority.
- “PRC”** means People’s Republic of China and solely for the purposes of this Agreement, shall not include Hong Kong, the Macau Special Administrative Region and Taiwan.
- “Process Document”** has the meaning given in Clause 16.3.
- “Purchaser’s Confidential Information”** means information in any form relating to a Group Company’s business, customers or financial or other affairs (including future plans and business development), but does not include information which:
- (a) is publicly known at the date of this Agreement or which subsequently becomes publicly known (other than in either case as a result of a breach of the provisions of a Transaction Document by the Seller or any of its Affiliates). A compilation of otherwise public information in a form not publicly known is to be regarded as not publicly known; or
  - (b) the Seller can show was made known to it after Completion by a Person unconnected with the Purchaser or its Affiliates who was entitled to do so (and not in breach of an obligation of confidence) and who did not impose an obligation of confidence or restricted use.
- “Purchaser’s Group”** means the Purchaser and any Person which is from time to time a Subsidiary of the Purchaser, a holding company of the Purchaser and any other Subsidiary of such holding company and **“Purchaser’s Group Company”** means any of them.
- “Purchaser’s Warranties”** means the representations and warranties given by the Purchaser set out in Part B of Schedule 4.
- “Real Property”** means any and all land, land use rights, buildings, structures, improvements and fixtures located thereon, easements and other rights in real property.
- “Remaining Balance”** shall mean, collectively, the Tranche 1 Consideration Amount and the Tranche 2 Consideration Amount.

“Rules”	has the meaning given in <u>Clause 16.2(a)</u> .
“Sale Condition”	means the condition set out in <u>Schedule 2</u> .
“Sale Shares”	means 986,829,420 Shares legally and beneficially owned by the Seller, representing approximately 67.82% of the allotted and issued share capital of the Company as at the date of this Agreement.
“Seller’s Designated Bank Account”	means the bank account standing in the name of the Seller and notified to the Purchaser on or prior to the date of this Agreement (for the purposes of satisfying the Deposit payment obligation under <u>Clause 2.3(a)</u> ) or by no later than 3 Business Days prior to the Completion Date (for the purposes of satisfying the Remaining Balance payment obligation under <u>Clause 2.3(b)</u> ), or in each case, such other bank account as may be designated by the Seller in writing.
“Seller’s Group”	means the Seller and any Person which is from time to time a Subsidiary of the Seller, a holding company of the Seller and any other Subsidiary of such holding company and “ <b>Seller’s Group Company</b> ” means any of them.
“Seller Indemnified Party”	has the meaning given in <u>Clause 7</u> .
“SFC”	means the Securities and Futures Commission of Hong Kong.
“SFO”	means the Securities and Futures Ordinance (Cap. 571 of the Laws of Hong Kong).
“Shanghai Qingxin”	means 上海青芯企业管理咨询有限公司 (Shanghai Qingxin Enterprise Management Consulting Co., Ltd.), a company incorporated with limited liability in the PRC, whose registered office is at Room 101-A2, 1 <sup>st</sup> Floor, 99 Futexi Road No. 1, Shanghai Pilot Free Trade Zone, the PRC (中国 (上海) 自由贸易试验区福特西一路99号一层101-A2室).
“Shares”	means ordinary shares with par value of HK\$0.10 each in the capital of the Company.
“Stock Exchange”	means The Stock Exchange of Hong Kong Limited.
“Subsidiaries”	means has the meaning given to it under the Companies Ordinance and “ <b>Subsidiary</b> ” means any one of them.
“Takeovers Code”	means The Codes on Takeovers and Mergers and Share Buy-backs issued by the SFC.
“Tax or Taxation”	means any liability to any form of taxation, duty, impost, levy or rate in the nature of taxation imposed by a Tax Authority or any amount payable to a Tax Authority whenever created or imposed and without prejudice to the generality of the foregoing includes enterprise income tax, profits tax, provisional profits tax, interest tax, salaries tax, property tax, taxes on income, estate duty, capital duty, capital gains

tax, stamp duty, payroll tax, withholding tax, value added tax, business tax, rates, levies, surcharges, customs and other import and export duties and excise duties.

- “Tax Authority”** means any government, state or municipality or any local, state, federal or other fiscal, revenue, customs or excise authority, body or official anywhere in the world competent to impose a liability for or to collect Tax, including, without limitation, the Inland Revenue Department and Customs & Excise Department of the Government of Hong Kong and the State Taxation Administration of the PRC.
- “Tax Return”** means any return, report or statement showing Taxes, used to pay Taxes, or required to be filed with respect to any Tax (including any elections, declarations, schedules or attachments therein, and any amendments thereof), including any information return, claim for refund, amended return or declaration of estimated or provisional Tax.
- “Tranche 1 Consideration Amount”** means HK\$693,000,000, being 70% of the Consideration which shall be paid by the Purchaser to the Seller in accordance with Clause 2.3(b)(i)(B).
- “Tranche 2 Consideration Amount”** means HK\$198,000,000, being 20% of the Consideration which shall be paid by the Purchaser to the Seller in accordance with Clause 2.3(b)(ii).
- “Transaction”** means the sale by the Seller and the purchase by the Purchaser of the Sale Shares.
- “Transaction Documents”** means:
- (a) this Agreement and any and all transaction documents or instruments referred to in it in connection with the Transaction whereby the Seller is a party;
  - (b) the Disclosure Letter; and
  - (c) the Irrevocable Undertaking.
- “UNIC Capital”** UNIC Capital Management Co. Ltd. (中青芯鑫(苏州工业园区)资产管理有限责任公司), a company incorporated with limited liability in the PRC, whose registered office is at Room 211, Building 14, Dongshahu Equity Investment Centre, 183 Suhong East Road, Suzhou Industrial District, the PRC (苏州工业园区苏虹东路183号东沙湖股权投资中心14栋211室).
- “Warrantor’s Confidential Information”** means information in any form relating to the Warrantor’s business, customers or financial or other affairs (including future plans and business development), but does not include information which:
- (a) is publicly known at Completion or which subsequently becomes publicly known (other than in either case as a result of a breach of the provisions of a Transaction Document by the

Purchaser or any of its Affiliates). A compilation of otherwise public information in a form not publicly known is to be regarded as not publicly known; or

- (b) the Purchaser can show was made known to it after the date of this Agreement by a Person unconnected with the Warrantor or its Affiliates or a Group Company who was entitled to do so (and not in breach of an obligation of confidence) and who did not impose an obligation of confidence or restricted use.

**“Warrantors’ Warranties”** means the representations and warranties given by the Warrantors set out in Part A of Schedule 4.

**“Warranty”** means a Purchaser’s Warranty or a Warrantors’ Warranty (as the case may be).

## 1.2 Interpretation

In this Agreement, unless otherwise specified:

- (a) a reference to this Agreement or any other agreement or document shall be construed as a reference to this Agreement or, as the case may be, such other agreement or document as the same may have been, or may from time to time be, amended, varied, modified, novated or supplemented;
- (b) a reference to a subsidiary or holding company is to be construed in accordance with sections 15 and 13 respectively of the Companies Ordinance;
- (c) a reference to any statute or statutory provision includes a reference to that statute or statutory provision as amended, consolidated or replaced from time to time (whether before or after the date of this Agreement) and includes any subordinate legislation made under the relevant statute or statutory provision, except to the extent that any amendment, consolidation or replacement would increase or extend the liability of the Seller under this Agreement;
- (d) a Party to this Agreement includes a reference to that Party’s successors and permitted assigns;
- (e) a clause, paragraph, section or Schedule, unless the context otherwise requires, is a reference to a clause or paragraph of, or section of, schedule to, this Agreement. The Schedules form an integral part of this Agreement and a reference to this Agreement includes the Schedules;
- (f) written or in writing means any communication by letter, facsimile or electronic mail;
- (g) include, includes and including are deemed to be followed by “without limitation” whether or not they are in fact followed by such words or words of similar import;
- (h) a reference to any time of the day is to Hong Kong time unless provided otherwise in this Agreement;
- (i) the headings in this Agreement do not affect its interpretation;
- (j) words importing the singular include the plural and vice versa;
- (k) words importing gender or the neuter include both genders and the neuter;
- (l) a reference to “within” a particular period includes the last day of the stated period unless provided otherwise in this Agreement; and

- (m) all obligations of the Warrantors hereunder are joint and several obligations unless expressly provided otherwise herein.

## 2. SALE AND PURCHASE

### 2.1 Sale and purchase

On and subject to the terms of this Agreement, the Seller shall sell as legal and beneficial owner, and the Purchaser shall purchase, all the Sale Shares free from any Encumbrance at Completion together with all rights and entitlements attaching or accruing thereto including, without limitation, the right to receive all dividends and other distributions declared, made or paid at or after the date of Completion.

### 2.2 Consideration

The total consideration for the sale and purchase of the Sale Shares shall be HK\$990,000,000 (the “**Consideration**”), to be apportioned and settled in accordance with Clause 2.3.

### 2.3 Settlement

- (a) Deposit. On or before the date falling ten (10) Business Days after the date of this Agreement, the Purchaser shall pay the Deposit to the Seller’s Designated Bank Account by way of telegraphic transfer for value on the same day of immediately available funds which shall be released in accordance with Clause 2.3(b) or otherwise dealt with in accordance with Clause 8.
- (b) Remaining Balance.
  - (i) On Completion:
    - (A) the Seller shall release and apply, or cause to be released and applied, the Deposit towards the satisfaction of the Purchaser’s payment obligation under this Agreement; and
    - (B) concurrent with stamping having occurred in accordance with the terms of this Agreement, the Purchaser shall pay an amount equal to the Tranche 1 Consideration Amount to the Seller’s Designated Bank Account by way of telegraphic transfer for value on the same day of immediately available funds.
  - (ii) By no later than the date falling ten (10) Business Days after the date on which the Purchaser, UNIC Capital and the Company jointly announce the close of the Offer in accordance with the Takeovers Code, the Purchaser shall pay an amount equal to the Tranche 2 Consideration Amount to the Seller’s Designated Bank Account by way of telegraphic transfer for value on the same day of immediately available funds.

## 3. CONDITIONALITY

### 3.1 Conditions

The agreement to sell and buy the Sale Shares is conditional on each of the Sale Conditions being satisfied or waived in accordance with Clause 3.2 by 6:00 pm on the Long Stop Date.

### 3.2 Waiver of Sale Condition

- (a) None of the Sale Conditions set forth in section 1 of Schedule 2 to this Agreement may be waived, either in whole or in part, unless the Purchaser has agreed in writing, *provided however*, the Sale Condition set forth in section 1(e) of Schedule 2 to this Agreement may not be waived by the Purchaser.
- (b) None of the Sale Conditions set forth in section 2 of Schedule 2 to this Agreement may be waived, either in whole or in part, unless the Seller has agreed in writing,

*provided however*, the Sale Condition set forth in section 2(c) of Schedule 2 to this Agreement may not be waived by the Seller.

### 3.3 **Responsibility for ensuring satisfaction of the Sale Condition**

- (a) The Seller must use its all reasonable efforts to ensure the satisfaction of each of the Sale Conditions set forth in section 1 of Schedule 2 to this Agreement as soon as practicable following the date of this Agreement and at the latest by the time and date specified in Clause 3.1.
- (b) The Purchaser must use its all reasonable efforts to ensure the satisfaction of each of the Sale Conditions set forth in section 2 of Schedule 2 to this Agreement as soon as practicable following the date of this Agreement and at the latest by the time and date specified in Clause 3.1.

### 3.4 **Non-Satisfaction of the Sale Conditions**

- (a) Each Party shall inform the other Party immediately, and in any event within three (3) Business Days upon becoming aware of any fact or matter which could reasonably be expected to prevent or hinder the satisfaction of, any of the Sale Conditions set forth in section 1 or section 2 of Schedule 2, as applicable.
- (b) The Parties shall enter into good faith negotiations on how to resolve such non-satisfaction for the purpose of consummating the Completion on or prior to the Long Stop Date, and without prejudice to any other provision of this Agreement, each Party shall cure at its own expense the non-satisfaction of any Sale Condition it is responsible for on a timely basis.

## 4. **COMPLETION**

### 4.1 **Time and place**

- (a) At Completion, the Seller is obliged to deliver each of the completion deliverables set forth in section 1 of Schedule 3 to this Agreement and the Purchaser is obliged to deliver each of the completion deliverables set forth in section 2 of Schedule 3 to this Agreement. Completion shall take place remotely via the exchange of documents and signatures as soon as practical but in no event later than ten (10) Business Days after the satisfaction of the last of the Sale Conditions (or waiver thereof in accordance with the terms of this Agreement), or on such other date as may be agreed by the Seller and the Purchaser in writing (the “**Completion Date**”).
- (b) For the avoidance of doubt, neither the Seller nor the Purchaser shall be obliged to complete the sale and purchase of the Sale Shares unless the sale and purchase of all the Sale Shares is completed simultaneously.

### 4.2 **Failure to complete**

If Completion does not take place in accordance with Clause 4.1 because a party (solely for the purpose of this Clause 4.2, the “**Non-Satisfying Party**”) fails to comply with any of its obligations under Schedule 3, the other party (solely for the purpose of this Clause 4.2, the “**Satisfying Party**”) may by notice to the Non-Satisfying Party:

- (a) elect to proceed to Completion to the extent reasonably practicable and permitted by applicable Laws and set another date on which the Non-Satisfying Party must comply with those obligations under Schedule 3 which it has failed to comply with on the Completion Date; or
- (b) postpone Completion to a Business Day not more than ten (10) Business Days after the target Completion Date, and if Completion fails to occur on such date, the Satisfying Party shall have the right to terminate this Agreement.

For the purpose of clarity, and for the purpose of this Clause 4.2, the Warrantors shall be deemed collectively as a party and the Purchaser shall be deemed as a party.

**4.3 Effect of postponement**

If the Satisfying Party postpones Completion to another date in accordance with Clause 4.2(b), such other date shall be deemed as the Completion Date for all intents and purposes of the other provisions of this Agreement.

**5. WARRANTIES**

**5.1 Warranties given at the date of this Agreement**

- (a) The Warrantors jointly and severally represent and warrant to the Purchaser that at the date of this Agreement, each Warrantors' Warranty is true, accurate, complete and not misleading, save for any Warrantors' Warranty that is expressly made on a specific date or subject to the satisfaction of certain conditions, which the Warrantors jointly and severally represent and warrant to be true, accurate, complete and not misleading on such specified date or upon the satisfaction of such conditions (as the case may be).
- (b) The Purchaser represents and warrants to the Warrantors that at the date of this Agreement each Purchaser's Warranty is true, accurate, complete and not misleading.

**5.2 Repetition of Warranties**

- (a) Subject to Clause 5.4 hereunder, immediately before Completion, the Warrantors are deemed to jointly and severally represent and warrant to the Purchaser that each Warrantors' Warranty is true, accurate, complete and not misleading.
- (b) Immediately before Completion, the Purchaser is deemed to represent and warrant to the Warrantors that each Purchaser's Warranty is true, accurate, complete and not misleading.
- (c) When interpreting a Warrantors' Warranty or a Purchaser's Warranty to be repeated immediately before Completion, a reference in a Warranty to a fact, matter or circumstance occurring at or before the date of this Agreement will be construed as if it were a reference to a fact, matter or circumstance occurring at or before Completion.

**5.3 Warranties to be independent; reliance; survival of the Warranties**

- (a) Each Warranty is a separate and independent statement and (except where this Agreement specifically provides otherwise) is not limited or otherwise affected by any other provision of this Agreement or another Warranty.
- (b) Each of the Warrantors acknowledges that the Purchaser is entering into this Agreement in reliance of each Warrantors' Warranty which has also been given as a representation and with the intention of inducing the Purchaser to enter into this Agreement.
- (c) The Purchaser acknowledges that each of the Warrantors is entering into this Agreement in reliance of each Purchaser's Warranty which has also been given as a representation and with the intention of inducing the Warrantors to enter into this Agreement.
- (d) Each Warranty shall survive Completion for a period of twelve (12) months after the close of the Offer, and subject to Clause 7 of this Agreement, the rights and remedies of a Party with respect to any of the other Party's Warranties shall not be affected by Completion or by any investigation made by or on behalf of such Party into the affairs of the other Party and/or the Group (to the extent applicable) or by facts known to such Party, or by any other event or matter whatsoever, except a specific and duly authorized written waiver or release and no single or partial exercise of any right or remedy shall preclude any further or other exercise. Notwithstanding the foregoing,

any Claim asserted in good faith and in writing by notice from the non-breaching party to the breaching party prior to the expiration date of the survival period shall not thereafter be barred by the expiration of the relevant representation or warranty and such Claims shall survive until finally resolved.

**5.4 Warrantors' Warranties qualified by disclosure**

The Purchaser is not entitled to claim that a fact, matter or circumstance causes a Warrantors' Warranty to be untrue, inaccurate, incomplete or misleading, if that fact, matter or circumstance is specifically disclosed in the Disclosure Letter with sufficient details to identify the nature and scope of the facts and circumstances disclosed.

**5.5 Warrantors' knowledge; update to the Disclosure Letter**

- (a) Where a Warrantors' Warranty is qualified by the expression "so far as the Warrantors are aware" or "to the best of the Warrantors' knowledge, information and belief" or a similar expression, each Warrantor is deemed to have knowledge of the knowledge of the other Warrantor, together with each of the directors nominated by the Seller and elected to the board of directors of the Company and each member of senior management (including general manager(s)) of the Group nominated by the Seller, after due inquiry is made (in respect of the applicable subject matter), in each case, at each date on which the Warrantors' Warranty is given.
- (b) The Warrantors shall have the right to update its disclosures by delivering an updated Disclosure Letter between the date hereof and the Completion Date with respect to those of the Warrantors' Warranties that should be true, correct, complete and not misleading as of the Completion Date. Any disclosure made after the date hereof shall, subject always to the Purchaser's right under Clause 8, operate to exclude or limit the Warrantors' Warranties and the Purchaser's rights for the purpose of Clause 7.1 to the extent that such disclosure relates on facts occurred after the date hereof.

**6. FURTHER AGREEMENTS AND COVENANTS**

**6.1 Parties' obligations**

Between the date of this Agreement and the Completion Date, the Parties to this Agreement shall comply with the Takeovers Code and the Listing Rules (if applicable) in connection with the Transactions, save that immaterial non-compliance shall be excepted.

**6.2 Seller's obligations**

- (a) The Seller shall use its best efforts to assist and cooperate with the Purchaser and UNIC Capital to cause those of the Company's directors who were appointed by it to retire from the board of directors of the Company (including, without limitation, procuring such director(s) to execute a resignation letter in form and of substance to the satisfaction of the Purchaser) promptly upon the request of the Purchaser at any time on or after Completion; and
- (b) Between the date of execution of this Agreement and the Completion Date:
  - (i) the Seller shall comply with Schedule 5; and
  - (ii) the Seller (in its capacity as the Company's controlling shareholder within the meaning of the Takeovers Code and the Listing Rules) shall use its reasonable best effort to cause those of the Company's directors who were appointed by the Seller to refrain from taking actions or making any statements to the Company's shareholders or the public generally that would reasonably be expected to:
    - (A) diminish the value of the Sale Shares and the business of the Group Companies, taken as a whole due to such relevant director's willful misconduct or gross negligence; or

- (B) materially and adversely affect the reputation of the Group Companies, taken as a whole, save that the provisions of this Clause 6.2 shall not apply so as to prohibit or restrict the Seller or any of the directors appointed by it from discharging their duties owed under, or otherwise complying with, applicable Laws. For the avoidance of doubt, the Seller shall not be in breach of any of its obligations under this Clause 6.2 if it approves, permits, gives effect to or procures any act or thing to be done or omitted to be done for the purposes of complying with applicable Laws and completing the Transaction contemplated under this Agreement.

### 6.3 **The Parties' obligations with respect to the Offer**

Subject to Completion and to the Purchaser and Persons Acting in Concert with it incurring an obligation to extend the Offer under Rule 26 of the Takeovers Code in relation to the Company, the Purchaser undertakes to the Warrantors that the Purchaser will procure the Offer to be made by or on behalf of the Purchaser within such time and on such terms as are required under the Takeovers Code (subject to any such modification, waiver or extension as may be granted by the Executive) and shall use its best endeavours to procure that the Offer Document be despatched by or on behalf of the Purchaser within the time limit required by the Executive and the Takeovers Code (or such later date as may be approved by the Executive), and the Seller shall to the extent required by any Governmental Authority and/or applicable Laws (including, but not limited to, the Takeovers Code), take all necessary actions to assist the Company and the Purchaser in preparing the Offer Document.

### 6.4 **The Parties' obligations with respect to stamp duty**

At Completion, the Seller (on the one part) and the Purchaser (on the other part) shall each be responsible for the payment of its portion of any stamp duty payable in respect of the sale and purchase, respectively, of the Sale Shares pursuant to this Agreement (including any penalty for such Party's late stamping). Each Party hereby undertakes to each other Party that it shall promptly on the Completion Date, jointly with the other Party and provide all reasonable assistance to the other Party, present the bought and sold notes and the instruments of transfer in respect of the Sale Shares to the Stamp Office of the Hong Kong Inland Revenue Department for stamping.

## 7. **INDEMNITY**

### 7.1 **Seller's Indemnity**

Subject to Clause 5.3 and the following provisions of this Clause 7.1, the Warrantors hereby agree to jointly and severally indemnify and hold each of the Purchaser, its direct or indirect controlling shareholders and their respective officers, directors, employees, agents, successors and assigns (each a "**Seller Indemnified Party**") harmless from and against any and all Losses that such Seller Indemnified Party may suffer or incur as a result of or arising from any Claim in connection with (i) the failure of the Warrantors' Warranties being true, accurate and complete in all respects at and as of the date hereof and at and as of the Completion Date or (ii) the failure of the Seller meeting any of its obligations, commitment, undertaking or covenant under or pursuant to any of the Transaction Documents to which it is a party, provided that:

- (a) With respect to any breach of the Warrantors' Warranties or obligations hereunder, the relevant Seller Indemnified Party shall provide a written notice to the Warrantors ("**Purchaser's Notice of Breach**") and the Warrantors shall have the right, within a reasonable period of time not exceeding thirty (30) Business Days after the receipt of the Purchaser's Notice of Breach and at its own expense, to take corrective measures and put the relevant Seller Indemnified Party in the same position in which it would have been if the relevant Warrantors' Warranties had been complied with;

- (b) The relevant Seller Indemnified Party shall not be entitled to be paid any sum in respect of a Claim unless (i) the amount of such Claim on a stand-alone basis exceeds HK\$1,000,000 (“**Qualifying Claim**”), and (ii) the Warrantors’ liabilities to the relevant Seller Indemnified Party in respect of all Qualifying Claims in the aggregate, is at least HK\$10,000,000 (“**Threshold**”). In case the Threshold is achieved, the relevant Seller Indemnified Party shall be entitled to recover an amount equal to the entire amount of all Qualifying Claims, and not merely the portion of such claims exceeding HK\$10,000,000. It being understood that for the purposes of calculation of a Qualifying Claim and the Threshold, a series of claims shall be regarded as one claim, if such claims are based on substantially the same set of factual circumstances, *provided however*, the limitation of liabilities provisions set forth in this Clause 7.1(b) shall not apply with respect to any Excluded Matters or any Claim arising from willful misconduct, intentional misrepresentation, gross negligence and/or fraud committed by any of the Warrantors.
- (c) Notwithstanding anything in this Agreement to the contrary, and in each case except for Claims arising from the Excluded Matters and absent any willful misconduct, intentional misrepresentation, gross negligence and/or fraud on the part of any of the Warrantors, the total liability of the Warrantors (jointly and severally) under this Agreement shall not exceed 10% of the Consideration.

For the purposes of this Agreement, each of the following is an “**Excluded Matter**”: (A) any Loss sustained or incurred by the Purchaser arising from undisclosed liabilities of the Group or any undisclosed Encumbrances relating to the Group or its assets and properties; and (B) any Loss sustained or incurred by the Purchaser arising from any undisclosed Tax liabilities of the Group (for the purpose of clarity, any Losses sustained or incurred by the Purchaser arising from Tax liabilities in connection with the disclosure made by the Warrantors in section 2.13 of the Disclosure Letter shall not be considered as an Excluded Matter).

## 7.2 **Purchaser’s Indemnity**

Subject to Clause 5.3 and the following provisions of this Clause 7.2, the Purchaser hereby agrees to indemnify and hold the Warrantors, such Warrantors’ direct or indirect controlling shareholders and their respective officers, directors, employees, agents, successors and assigns (each a “**Purchaser Indemnified Party**”) harmless from and against any and all Losses that such Purchaser Indemnified Party may suffer or incur as a result of or arising from any Claim in connection with (i) the failure of the Purchaser’s Warranties being true, accurate and complete in all respects at and as of the date hereof and at and as of the Completion Date or (ii) the failure of the Purchaser meeting any of its obligations, commitment, undertaking or covenant under or pursuant to any of the Transaction Documents to which it is a party, provided that:

- (a) With respect to any breach of the Purchaser’s Warranties or obligations hereunder, the relevant Purchaser Indemnified Party shall provide a written notice to the Purchaser (“**Warrantors’ Notice of Breach**”) and the Purchaser shall have the right, within a reasonable period of time not exceeding thirty (30) Business Days after the receipt of the Warrantors’ Notice of Breach and at its own expense, to take corrective measures and put the relevant Purchaser Indemnified Party in the same position in which it would have been if the relevant Purchaser’s Warranties had been complied with.
- (b) The relevant Purchaser Indemnified Party shall not be entitled to be paid any sum in respect of a Claim unless (i) it is a Qualifying Claim, and (ii) the liability of the Purchaser to the relevant Purchaser Indemnified Party in respect of all Qualifying Claims in the aggregate, is at least of an amount equal to the Threshold. In case the Threshold is achieved, the relevant Purchaser Indemnified Party shall be entitled to recover an amount equal to the entire amount of all Qualifying Claims, and not merely the portion of such claims exceeding HK\$10,000,000. It being understood

that for the purposes of calculation of a Qualifying Claim and the Threshold, a series of claims shall be regarded as one claim, if such claims are based on substantially the same set of factual circumstances, , *provided however*, the limitation of liabilities provisions set forth in this Clause 7.2(b) shall not apply with respect to any Claim arising from willful misconduct, intentional misrepresentation, gross negligence and/or fraud committed by the Purchaser.

- (c) Notwithstanding anything in this Agreement to the contrary and in each case absent any willful misconduct, intentional misrepresentation, gross negligence and/or fraud on the part of any of the Purchaser, the total liability of the Purchaser under this Agreement shall not exceed 10% of the Consideration.

## 8. TERMINATION

8.1 Prior to Completion, this Agreement may be terminated by the concerned Party by notice in writing to the other Parties under the following circumstances:

- (a) if a Party (“**Breaching Party**”) materially breaches any of its obligations, commitments, representations, warranties, covenants or undertakings given under this Agreement and such breach is not cured within thirty (30) Business Days of written notice to the Breaching Party by the other Party (“**Non-breaching Party**”) (“**Breach**”), the Non-breaching Party shall be entitled to terminate this Agreement;
- (b) if (i) any of the Sale Conditions set out in section 1 of Schedule 2 to this Agreement has not been satisfied or waived by the Purchaser in accordance with Clause 3.2(a) or (ii) any of the Sale Conditions set out in section 2 of Schedule 2 to this Agreement has not been satisfied or waived by the Seller in accordance with Clause 3.2(b), in each case, on or before the Long Stop Date, the Purchaser (in the case of this Clause 8.1(b)(i)) or the Seller (in the case of this Clause 8.1(b)(ii)) may within thirty (30) Business Days from the Long Stop Date terminate this Agreement by delivering written notice thereof to the other Party unless such Party has failed to use its all reasonable efforts to procure the satisfaction of the relevant Sale Conditions applicable to it;
- (c) if there are material differences identified by the Purchaser between the state of affairs and/or the business or financial conditions of the Group and the information relating to the Group disclosed by the Seller or on its behalf to the Purchaser, at any time prior to Completion, the Purchaser shall engage in good faith discussions with the Seller for an amicable resolution, failing which the Purchaser shall be entitled to terminate this Agreement;
- (d) if there is any material information relating to the Group which has not been disclosed to the Purchaser, as of the date of this Agreement, the Purchaser shall engage in good faith discussions with the Seller for an amicable resolution, failing which the Purchaser shall be entitled to terminate this Agreement;
- (e) if any Material Adverse Effect in relation to the Group occurs after the date of this Agreement, the Purchaser shall be entitled to terminate this Agreement; or
- (f) upon mutual written consent of the Parties, this Agreement may be terminated by the Parties.

8.2 For the purpose of clarity:

- (a) if the Purchaser terminates this Agreement pursuant to Clause 8.1(a) or Clause 8.1(b) above due to the Seller’s Breach of this Agreement, the Seller shall pay an amount equal to 200% of the Deposit to the Purchaser by way of telegraphic transfer for value on the same day of immediately available funds to a bank account designated by the Purchaser in writing; and
- (b) if the Seller terminates this Agreement pursuant to Clause 8.1(a) or Clause 8.1(b)

above due to the Purchaser's Breach of this Agreement, the Seller shall be entitled to forfeit the Deposit.

8.3 The Deposit shall not be forfeited, and shall be refunded to the Purchaser within three (3) Business Days of its effective date of termination by wire transfer of immediately available fund of same day value to a bank account designated by the Purchaser in writing, if this Agreement is terminated by the Purchaser pursuant to Clause 8.1(c), Clause 8.1(d), Clause 8.1(e) or Clause 8.1(f) above, *provided however*, in each case, no Breach shall have occurred on the part of any Warrantor as at the time of the Purchaser's termination pursuant to any of Clause 8.1(c), Clause 8.1(d), Clause 8.1(e) and Clause 8.1(f). In the event that any Breach has occurred on the part of any Warrantor, the Purchaser may terminate this Agreement in accordance with Clause 8.1(a).

8.4 The Parties further acknowledge and agree that if this Agreement is terminated pursuant to this Clause 8:

- (a) all provisions of this Agreement shall cease to be effective except for Clauses 9, 10, 11.1(a), 11.2 to 11.9, 12 to 18; and
- (b) termination of this Agreement does not affect a Party's right to claim for a breach of any other Party's obligations pursuant to this Agreement if that breach occurred before termination and each Party must continue to comply with each provision of this Agreement necessary for such Party to enforce such a right.

## 9. CONFIDENTIAL INFORMATION

### 9.1 Mutual confidentiality obligations

A Party must:

- (a) not disclose information relating to the negotiation, existence or provisions of a Transaction Document unless:
  - (i) it has first obtained the other parties' permission; or
  - (ii) permitted under Clause 9.2; and
- (b) ensure that none of its Affiliates discloses information relating to the negotiation, existence or provisions of a Transaction Document unless:
  - (i) it has first obtained the other parties' permission; or
  - (ii) permitted under Clause 9.2.

### 9.2 Permitted disclosure

Clauses 9.1, 9.3 and 9.4 do not apply to disclosure or use of information if:

- (a) the disclosure is made to the directors, officers or senior employees of a member of the Purchaser's Group Company or the Seller's Group Company, as applicable, for the purpose of ensuring compliance with the terms of a Transaction Document, provided that the disclosing Party is responsible for ensuring that such person complies with the terms of Clauses 9.3 and 9.4 as if it were a party to this Agreement;
- (b) the disclosure or use is required by applicable Laws, *provided that*, any and all such disclosure shall only be permitted to the extent strictly necessary for the purposes of enabling it to comply with such applicable Laws;
- (c) the disclosure is made to a professional adviser of the disclosing person, in which case the disclosing Party is responsible for ensuring that the professional adviser complies with the terms of Clauses 9.3 and 9.4 as if it were a party to this Agreement;
- (d) the disclosure or use is required for the purpose of legal proceedings arising out of a

Transaction Document or the disclosure is required to be made to a Tax Authority in connection with the Tax affairs of a member of the disclosing person's group, *provided that*, any and all such disclosure shall only be permitted to the extent strictly necessary for the purposes of enabling it to conduct such proceedings or comply with such applicable requirements; or

- (e) the disclosure or use is required by a rule of a listing authority or stock exchange on which the shares or other securities of a member of the disclosing person's group are listed or traded (including the Listing Rules) or the Takeovers Code or the Stock Exchange or the SFC, *provided that*, any and all such disclosure shall only be permitted to the extent strictly necessary for the purposes of enabling it to comply with such applicable Laws or requirements.

### 9.3 **Purchaser's duty of confidentiality**

The Purchaser undertakes to the Warrantors, that before and after Completion, it shall:

- (a) not use or disclose to any person the Warrantor's Confidential Information unless it has first obtained the Warrantor's permission; and
- (b) ensure that no Purchaser's Group Company uses or discloses to any person the Warrantor's Confidential Information unless it has first obtained the Warrantor's permission.

### 9.4 **Warrantors' duty of confidentiality**

Before and after Completion, each of the Warrantors must:

- (a) not disclose or use the Purchaser's Confidential Information unless it has first obtained the Purchaser's permission; and
- (b) ensure that none of the Seller's Group Company discloses or uses the Purchaser's Confidential Information unless it has first obtained the Purchaser's permission.

### 9.5 **Consultation required before a permitted disclosure**

The Purchaser or the Warrantors may only make a disclosure in the circumstances contemplated by Clause 9.2(b), 9.2(d) or 9.2(e) if, before making the disclosure, to the extent permitted by applicable Laws and to the extent it is reasonably practicable to do so, it has consulted the Warrantors (in the case of the Purchaser) or the Purchaser (in the case of any of the Warrantors) and taken into account the Warrantors' (in the case of the Purchaser) or the Purchaser's (in the case of any of the Warrantors) requirements as to the timing, content and manner of making the disclosure.

## 10. **ANNOUNCEMENTS**

### 10.1 **Restrictions**

Subject to Clause 10.2, none of the Parties may, before or after Completion, make or issue, or permit another Person to make or issue, a public announcement, communication or circular concerning the existence or the subject matter of a Transaction Document unless it has first obtained the other Party's written consent (the provision of which consent shall not be unreasonably withheld, conditioned or delayed).

### 10.2 **Permitted announcements**

- (a) Clause 10.1 does not apply to a public announcement, communication or circular which is required by:
  - (i) applicable Laws or a competent Governmental Authority, which shall include, for the avoidance of doubt, the Stock Exchange and the SFC; or
  - (ii) a rule of a stock exchange or listing authority on which the shares or other

securities of a Warrantor or its Affiliates are listed or traded (including the Listing Rules) or the Takeovers Code,

*provided that* a Party that is required to make or issue a public announcement, communication or circular in the circumstances contemplated by this Clause 10.2, to the extent permitted by applicable Laws and to the extent reasonably practicable to do so, shall before making or issuing the public announcement, communication or circular consult the other parties and take into account the reasonable requirements of the other parties as to the timing, content and manner of making or issuing such public announcement, communication or circular.

- (b) It is hereby acknowledged that the Parties have consulted with each other and have given their respective consents to the announcement to be made immediately after the execution and delivery of this Agreement.

## 11. GENERAL

### 11.1 Costs

Except where this Agreement or another Transaction Document provides otherwise, each Party shall pay its own costs relating to the negotiation, preparation, execution and performance by it of each Transaction Document (including, without limitation, fees and expenses payable to such Party's attorney, financial advisors, tax advisors and other professional advisors and any Tax incurred by such Party in connection with the Transaction).

### 11.2 Variation

A variation of this Agreement is valid only if it is in writing and signed by each Party or on its behalf by its duly authorized representative.

### 11.3 Effect of failure or delay

The failure to exercise or delay in exercising a right or remedy provided by this Agreement or by Law does not impair or constitute a waiver of the right or remedy or an impairment of or a waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by this Agreement or by Law prevents further exercise of the right or remedy or the exercise of another right or remedy. A waiver of a breach of this Agreement does not constitute a waiver of a subsequent or prior breach of this Agreement.

### 11.4 Rights and remedies cumulative

The Parties' rights and remedies contained in this Agreement are cumulative and not exclusive of rights or remedies provided by Law.

### 11.5 Obligations in force after Completion

Except to the extent that they have been performed and except where this Agreement provides otherwise, the obligations contained in this Agreement remain in force after Completion.

### 11.6 Set off

All amounts due under this Agreement or any other Transaction Document from any Party to the other Party shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of Tax as required by applicable Laws).

### 11.7 Failure to pay

If a Party fails to pay a sum due from it under this Agreement on the due date for payment in accordance with the provisions of this Agreement, that Party shall pay interest on the overdue sum from and including the due date for payment up to and including the date of actual

payment at the base lending rate from time to time of The Hongkong and Shanghai Banking Corporation Limited (whether before or after judgment), provided however, no interest payment obligation will arise unless the Party who is entitled to be paid shall have delivered a written demand notice to the Party who is obliged to make a payment setting out in reasonably details the overdue sum and the basis for such request for payment and demanding payment thereof and the relevant payment has not been made by the relevant Party within ten (10) Business Days of its receipt of such written demand notice. Interest accrues and is payable on a daily basis.

**11.8 Payments to be gross**

All payments made by any Party under this Agreement shall be made gross, free of right of counterclaim or set off and without deduction or withholding of any kind other than any deductions or withholding required by Law. If such Party makes a deduction or withholding from a payment under this Agreement, the sum due from it shall be increased to the extent necessary to ensure that, after the making of any deduction or withholding, the Party being paid receives a sum equal to the sum it would have received had no deduction or withholding been made.

**11.9 Further assurance**

Each of the parties agrees to perform (or procure the performance of) all such acts and things and/or to vary, execute and/or deliver (or procure the variation, execution and/or delivery of) all such documents, as may be required by Law or as may be necessary or reasonably requested by the other parties for giving full effect to this Agreement and securing to such other parties the full benefit of the rights, powers and remedies conferred upon such other parties by this Agreement. Unless otherwise agreed, each Party shall be responsible for its own costs and expenses incurred in connection with the provisions of this Clause 11.9.

**12. ENTIRE AGREEMENT**

**12.1 Entire agreement**

The Transaction Documents constitute the entire agreement between the parties relating to the Transactions and supersede and extinguish all previous agreements and arrangements between the parties relating to the subject matter of the Transactions.

**13. ASSIGNMENT**

13.1 No Party to this Agreement shall assign, transfer, charge, declare a trust for the benefit of or in any other way dispose of any of its rights or benefits under this Agreement or grant or create any third party interest in any of its rights under this Agreement whether in whole or in part without the prior written consent of the other parties.

13.2 Notwithstanding the foregoing, after the Completion Date, the Purchaser shall have the right to assign any of its rights or benefits under this Agreement to any Affiliate of the Purchaser without the prior written consent of the Warrantors, provided that such assignment should not incur any costs, expenses and/or losses on the Warrantors whatsoever.

**14. NOTICES**

**14.1 Manner of service of notices**

A notice under or in connection with this Agreement (a “**Notice**”) shall be:

- (a) in writing;
- (b) signed by or on behalf of the Person giving it (unless otherwise agreed by the parties in writing);

- (c) delivered personally or sent by pre-paid recorded delivery post (and air mail if overseas), by fax or by electronic mail to the Party due to receive the Notice to the contact, address, fax number or email address set out in Clause 14.4 or to an alternative contact, address, fax number or email address as notified by the relevant Party in accordance with Clause 14.5; and
- (d) if delivered by electronic mail, the contents of the Notice shall be contained in an attachment to the electronic mail in Portable Document Format.

#### 14.2 Deemed delivery

Unless there is evidence that it was received earlier, a Notice that complies with Clause 14.1 is deemed given if:

- (a) delivered personally, at the time of delivery at the address referred to in Clause 14.4, except as provided in Clause 14.3;
- (b) sent by pre-paid recorded delivery post (i.e. the recipient is in the same jurisdiction as the Party giving the Notice), except air mail, three (3) Business Days after the day of posting;
- (c) sent by air mail (i.e. the recipient is in a different jurisdiction to the Party giving the Notice), six (6) Business Days after the day of posting;
- (d) sent by fax, when confirmation of its transmission has been recorded by the sender's fax machine, except as provided in Clause 14.3; and
- (e) sent by electronic mail, at the time of its transmission, as recorded in the sender's electronic mail system, except as provided in Clause 14.3;

#### 14.3 Effect of delivery in person or fax before 9:00 am or after 6:00 pm or on a non- Business Day

- (a) If deemed delivery under Clause 14.2 of a Notice delivered in person or sent by fax or electronic mail occurs before 9:00 am on a Business Day, the Notice is deemed delivered at 9:00 am on that day.
- (b) If deemed delivery under Clause 14.2 of a Notice delivered in person or sent by fax or electronic mail occurs (i) after 6:00 pm on a Business Day or (ii) on a day which is not a Business Day, the Notice is deemed to have been given at 9:00 am on the next Business Day.

#### 14.4 Address for Notices

The address referred to in Clause 14.1 is:

- (a) To the Seller or Beijing Unis Capital:
  - Address: 16/F, Building B, Truth Plaza, No. 7 Zhichun Road, Haidian District, Beijing, 100191
  - Facsimile: +8610 8345 9696
  - Email: zhengbo@unigroup.com.cn
  - Attention: ZHENG Bo (郑铂)
- (b) To the Purchaser:
  - Address: 10/F, Hongkong Offshore Centre, No. 28 Austin Avenue, Tsim Sha Tsui, Kowloon, Hong Kong
  - Facsimile: Nil
  - Email: zhangpeng@unic-capital.com
  - Attention: ZHANG Peng (张鹏)

**14.5 Notification of change in notice details**

A Party may notify the other Party of a change to any of the details for it referred to in Clause 14.4. The notice must comply with the terms of Clause 14.1 and must state the date on which the change is to occur. That date must be on or after the seventh (7th) day after the date on which the notice is delivered, unless otherwise agreed by the parties in writing.

**14.6 Relevant time of day**

In this Clause 14, a reference to time is to local time in the jurisdiction in which the recipient of the Notice is located.

**15. SEVERANCE AND VALIDITY**

If any provision of this Agreement is or becomes illegal, invalid or unenforceable, then to the extent it is illegal, invalid or unenforceable, such provision shall be deemed to be severed from this Agreement and the parties shall replace such provision with one having effect as close as possible to the deficient provision. The legality, validity and enforceability of the remaining provisions of this Agreement will not be affected.

**16. GOVERNING LAW AND DISPUTE RESOLUTION**

**16.1 Governing law**

This Agreement, the jurisdiction clause contained in it, all documents referred to in it which are not expressed to be governed by another law, and all non-contractual obligations arising in any way whatsoever out of or in connection with this Agreement or any such documents are governed by the Laws of Hong Kong.

**16.2 Dispute resolution**

- (a) Any dispute, controversy, difference or claim arising in any way whatsoever out of or in connection with this Agreement (including, without limitation, claims for set off or counterclaim) or the legal relationship established by this Agreement, including any question regarding its existence, interpretation, breach, termination or validity (a “**Dispute**”) shall be referred to and finally resolved by arbitration in Hong Kong under the Hong Kong International Arbitration Centre Administered Arbitration Rules (the “**Rules**”) in force when the Notice of Arbitration is submitted in accordance with the Rules. The Rules are deemed to be incorporated by reference into this clause and are subject to the rest of this clause.
- (b) The seat of arbitration shall be Hong Kong. There shall be three (3) arbitrators. The parties in dispute shall each be entitled to select one arbitrator and the third arbitrator shall be selected together by the arbitrators selected by the parties or, in default of such agreement, appointed by the Hong Kong International Arbitration Centre.
- (c) The arbitration proceedings shall be conducted in Chinese.

**16.3 Service of process**

Any notice, communication or document which starts or is otherwise required to be served in connection with any legal action or proceedings relating to a Dispute (“**Process Document**”) may be served in the same way as Notices in accordance with Clause 14, save that a Process Document may not be served by way of email. This Clause 16.3 does not prevent a Process Document being served in another manner permitted by Law.

**17. LANGUAGE**

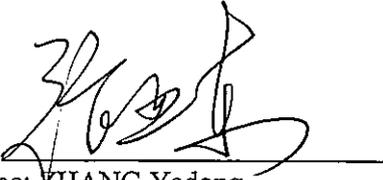
The English language version of this Agreement prevails if it is translated into a language other than English except for words and phrases which have been specifically translated in this Agreement by inclusion of the translated word in italics (or howsoever otherwise indicated) after the English word.

18. **COUNTERPARTS**

This Agreement may be executed in any number of counterparts and any Party may execute this Agreement by executing any counterpart. Facsimile and e-mailed copies of signatures shall be deemed to be originals for purposes of the effectiveness of this Agreement. A counterpart constitutes an original of this Agreement and all executed counterparts together have the same effect as if each Party had executed the same agreement.

IN WITNESS WHEREOF, the Parties have duly executed this Share Purchase Agreement as of the date first above written.

**THE SELLER**

By: 

Name: ZHANG Yadong

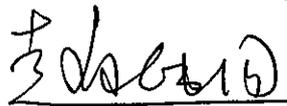
Title: Director

For and on behalf of

**Unis Technology Strategy Investment Limited**

IN WITNESS WHEREOF, the Parties have duly executed this Share Purchase Agreement as of the date first above written.

**THE WARRANTOR**

By: 

Name: ZHAO Weiguo

Title: Chairman

For and on behalf of

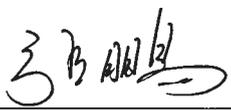
**Beijing Unis Capital Management Co., Ltd.**

IN WITNESS WHEREOF, the Parties have duly executed this Share Purchase Agreement as of the date first above written.

**THE PURCHASER**

For and on behalf of

**Sino Xin Ding Limited**

By:   
Name: Zhang Peng  
Title: Director

## Schedule 1

### Particulars of the Company immediately prior to Completion

<b>Name</b>	Unisplendour Technology (Holdings) Limited
<b>Registered number</b>	Bermuda: 28897 Hong Kong: F10630
<b>Date of incorporation</b>	26 July 2000
<b>Registered office</b>	Clarendon House 2 Church Street Hamilton HM 11 Bermuda
<b>Authorized shares</b>	2,000,000,000 Ordinary Shares
<b>Issued shares</b>	1,455,000,000 Ordinary Shares
<b>Shareholders</b>	<u>Substantial Shareholders</u>  (1) Unis Technology Strategy Investment Limited (986,829,420 Ordinary Shares, 67.82%) (2) Mr. CHEN Ping (100,000,000 Ordinary Shares, 6.87%) (3) Reach General International Limited (93,152,000 Ordinary Shares, 6.40%) (4) Mr. BUT Tin Fu (87,783,168 Ordinary Shares, 6.03%)
<b>Directors</b>	<u>Executive Directors</u> Mr. ZHANG Yadong (Chairman) Mr. XIA Yuan (Chief Executive Officer) Mr. ZHENG Bo  <u>Non-executive Directors</u> Mr. LI Zhongxiang (Vice Chairman) Mr. QI Lian  <u>Independent Non-executive Directors</u> Mr. CUI Yuzhi Mr. BAO Yi Mr. PING Fan
<b>Secretary</b>	Mr. LIU Wei

**Schedule 2**  
**Sale Conditions**

1. The Purchaser's obligations to purchase the Sale Shares at Completion is subject to the satisfaction of each of the following (or waiver thereof by the Purchaser):
  - (a) Subject to disclosures made by the Warrantors pursuant to this Agreement (if any), each of the Warrantors' Warranties shall be true, accurate and complete in all respects and not misleading in any respect, in each case, as at the date of this Agreement and as at the Completion Date as though made at and as of Completion, except to the extent such warranties expressly speak as of an earlier date (in which case such warranties shall be true, accurate, complete in all respects and not misleading in any respects, in each case, on and as of such earlier date);
  - (b) the Seller shall have duly executed the Irrevocable Undertaking and each of the representations, warranties, covenants and undertakings provided by the Seller under the Irrevocable Undertaking shall remain true, accurate and complete in all respects and not misleading in any respect, in each case, as at the date of this Agreement and as at the Completion Date, and there is no breach or default (howsoever described) of any terms thereof as at the date of this Agreement and as at the Completion Date;
  - (c) each Warrantor shall have performed and complied with all agreements, obligations and conditions in all material respects that are required by the Transaction Documents to be performed or complied with by it on or before the Completion;
  - (d) the Shares (including but not limited to the Sale Shares) shall remain listed and traded on the Stock Exchange; and
  - (e) no notice, order, judgment, action or proceeding of any Governmental Authority shall have been served, issued or made to the Seller or its ultimate beneficial owners which restrains, prohibits or makes unlawful the Transaction or which is likely to materially and adversely affect (A) the right of the Purchaser to own the legal and beneficial title to the Sale Shares, free from Encumbrances or (B) the continued listing and trading of the Shares (including the Sale Shares) on the Stock Exchange as of the Completion Date.
  
2. The Seller's obligations to sell the Sale Shares at Completion is subject to the satisfaction of each of the following (or waiver thereof by the Seller):
  - (a) each of the Purchaser's Warranties shall be true, accurate and complete in all respects and not misleading in any respect, in each case, as at the date of this Agreement and as at the Completion Date as though made at and as of Completion, except to the extent such warranties expressly speak as of an earlier date (in which case such warranties shall be true, accurate, complete in all respects and not misleading in any respects, in each case, on and as of such earlier date);
  - (b) the Purchaser shall have performed and complied with all agreements, obligations and conditions in all material respects that are required by the Transaction Documents to be performed or complied with by it on or before the Completion; and
  - (c) no notice, order, judgment, action or proceeding of any Governmental Authority shall have been served, issued or made to the Purchaser or its ultimate beneficial owners which restrains, prohibits or makes unlawful the Transaction or which is likely to materially and adversely affect the right of the Purchaser to own the legal and beneficial title to the Sale Shares, free from Encumbrances.

**Schedule 3**  
**Completion Requirements**

**1. SELLER'S OBLIGATIONS**

**1.1. Completion deliverables**

At Completion, the Seller shall, and Beijing Unis Capital shall procure that the Seller shall, deliver to the Purchaser:

- (a) an instrument of transfer and sold note duly executed by the Seller in respect of the Sale Shares in favor of the Purchaser;
- (b) the share certificates for the Sale Shares or, if all or part of the Sale Shares have been deposited with a CCASS account, evidence to the Purchaser's reasonable satisfaction that such documents have been executed and irrevocable instructions provided by the Seller as are required to effect the transfer of the Sale Shares so held, to such CCASS participant's account as directed by the Purchaser in writing not later than two (2) Business Days prior to Completion;
- (c) a copy of the minutes of a meeting or written resolutions referred to in section 1.2;
- (d) a certified true copy of the minutes of a meeting, or written resolutions, of the board of directors of each of the Warrantors, authorizing the execution by the relevant Warrantor of each of the Transaction Documents to which it is a party and the performance of its obligations under each such Transaction Document;
- (e) a completion certificate from the Warrantors substantially in the form attached to this Agreement as Schedule 6;
- (f) a certified true copy of the register of members of the Company duly made up to Completion, reflecting the Seller as the sole holder of the Sale Shares; and
- (g) all other documents and material evidencing the satisfaction of each Sale Condition as set forth in section 1 of Schedule 2, to the extent not already delivered or waived by the Purchaser.

**1.2. Board meeting of the Company**

The Seller shall procure that a meeting of the board of directors of the Company is held, or written resolutions of the directors of the Company are passed, on or before Completion, at which the directors of the Company vote in favour of the registration of the Purchaser as a member of the Company in respect of the Sale Shares (subject to the instrument of transfer and bought and sold notes being duly stamped by the Stamp Office of the Hong Kong Inland Revenue Department).

**2. PURCHASER'S OBLIGATIONS**

Against compliance with and fulfilment of all acts and any and all of the requirements set forth in section 1 of Schedule 3 to this Agreement by the Warrantors, at Completion the Purchaser shall:

- (a) pay the Tranche 1 Consideration Amount to the Seller in accordance with Clause 2.3(b)(i)(B) and deliver to the Seller evidence thereof;
- (b) deliver to the Seller a certified true copy of the resolution of the board of directors of the Purchaser or a written board resolution of the Purchaser authorizing the execution by the Purchaser of each of the Transaction Documents to which it is a party and the

performance of its obligations under each of those agreements; and

- (c) deliver to the Seller all other documents and material evidencing the satisfaction of each Sale Condition as set forth in section 2 of Schedule 2, to the extent not already delivered or waived by the Seller.

## Schedule 4

### Warranties

#### Part A - Warrantors' Warranties

#### 1. The WARRANTORS

##### 1.1. Capacity and authority

Each of the Warrantors:

- (a) is a company with limited liability duly organized and validly existing under the laws of its jurisdiction of incorporation or formation and has full corporate power, authority and necessary governmental approvals and licenses to own or use its assets and properties and to conduct its business as the same is presently being conducted;
- (b) has the right, power and authority to enter into and perform its obligations under each Transaction Document to which it is a party;
- (c) has taken all necessary corporate or other action to duly authorize the execution of, and performance by it of its obligations under each Transaction Document to which it is a party; and
- (d) has duly executed and delivered each Transaction Document to which it is a party, each of which is a valid and binding agreement of it and the obligations under which constitute its legal and binding obligations and are enforceable against it in accordance with their respective terms, except as may be limited by applicable bankruptcy, insolvency, reorganization or other laws of general application relating to or affecting the enforcement of creditors' rights generally.

##### 1.2. No approvals

Each of the Warrantors has obtained all approvals, authorizations, consents, waivers, or registrations (including, without limitation, any and all Consents) required to be obtained from any Person by it in connection with the execution or performance of each Transaction Document to which it is a party and such approvals, authorizations, consents, waivers or registrations remain in full force and effect as at the date of this Agreement and as at the Completion Date.

##### 1.3. No breach

Neither the execution and/or delivery by any of the Warrantors of a Transaction Document to which such Warrantor is a party, nor the performance of any of such Warrantor's obligations thereunder, will violate or conflict with a provision in such Warrantor's organizational documents, any applicable Laws, or any order or judgement of any Governmental Authority.

##### 1.4. No Litigation and Claims

So far the Warrantors are aware, there is no Claim in progress or pending or threatened, or order, decree or judgment of any court or Governmental Authority outstanding or anticipated against or affecting (i) any of the Warrantors or their respective employees or officers or (ii) any Group Company or its employees or officers, except those disclosed in the 2018 Annual Report or the 2019 Interim Report or where such Claim would not reasonably be expected to result in a liability or loss of more than HK\$10,000,000 ( a "**Material Liability**"). So far as the Warrantors are aware, there are no facts or circumstances of a material nature which could reasonably give rise to any Claim against any Group Company or its employees or officers, which would reasonably be expected to result in any Material Liability.

### 1.5. **Winding up, insolvency, etc.**

Each Warrantor is solvent and able to pay its debts as they fall due. No resolution has been passed, or step taken or order issued or proceeding started or threatened in relation to any of the Warrantors' winding-up or dissolution, or for the appointment of a liquidator, receiver, administrator or similar officer over any or all of such Warrantor's assets.

### 1.6. **Information and compliance with securities Laws**

- (a) All information (whether written, electronic or in any other tangible form) supplied by or on behalf of the Warrantors for the purpose of or in connection with the Transactions is and was, when supplied, true, accurate and complete in all material respects and not misleading in any material respect.
- (b) None of the Warrantors has been, is and will be at any time engaged in insider dealing (and none of them has been and/or is under any enquiry or investigation in connection therewith) for the purpose of the SFO in connection with the Transactions or otherwise.

## 2. **INFORMATION ABOUT THE GROUP COMPANIES AND THE SALE SHARES**

### 2.1. **Group Companies**

Section 2.1 of the Disclosure Letter sets forth a true, complete and accurate organizational chart of the Group.

### 2.2. **Due incorporation; Compliance with Laws**

So far as the Warrantors are aware, each Group Company is duly incorporated and is validly existing under the Laws of its jurisdiction of incorporation or formation. So far as the Warrantors are aware, each Group Company has the power and has obtained all Material Consents and necessary licenses to conduct its business in the manner presently conducted, except where a failure to do so would not result in the incurrence of any Material Liability. So far as the Warrantors are aware, none of the Group Companies is or has been in violation of any applicable Laws, except where any such instance which would not result in it incurring a Material Liability.

### 2.3. **Share capital**

The Sale Shares:

- (a) have been properly and validly issued and allotted are each fully paid or are credited as fully paid and non-assessable; and
- (b) comprise approximately 67.82% of the allotted and issued share capital of the Company and rank *pari passu* in all respects with the other allotted and issued share capital of the Company.

### 2.4. **Seller is the sole legal and beneficial owner of the Sale Shares**

The Seller is the sole legal and beneficial owner of the Sale Shares and, upon entry of the Purchaser's name in the register of members of the Company, the Purchaser shall be the sole legal and beneficial owner of the Sale Shares free and clear of any and all Encumbrances. Delivery by the Seller of the Sale Shares will convey to the Purchaser good and marketable title to such Sale Shares free and clear of any and all Encumbrances.

### 2.5. **No Encumbrance over Sale Shares and equity securities of the Group Companies**

Subject to the satisfaction of the Sale Conditions, no Person has an Encumbrance over any of the Sale Shares and, so far the Warrantors are aware, no Person has agreed to create an Encumbrance over any of the Sale Shares. So far the Warrantors are aware, no Person has an Encumbrance over any equity securities of any Group Company and no Person has agreed to create an Encumbrance over the equity securities of any Group Company held by it.

## **2.6. Labor; Employee Benefits**

- (a) So far as the Warrantors are aware, no executive has any plans or threatened to terminate employment with any Group Company, whose departure from the relevant Group Company would reasonably be expected to have a material adverse effect on the Group's business resulting in any Material Liability.
- (b) So far as the Warrantors are aware, other than as disclosed in the 2018 Annual Report and the 2019 Interim Report, none of the Group Companies has or intends to have any other or new Employee Benefit Plan or incur any liability under any Employee Benefit Plan.

## **2.7. Outstanding Options, Warrants, Exchangeable or Convertible Securities**

So far as the Warrantors are aware, other than (a) the Convertible Bonds and (b) as disclosed in the 2018 Annual Report and the 2019 Interim Report, no Group Company has any outstanding options, warrants, exchangeable or convertible securities, subscription rights, exchange rights, pre-emptive rights, profit participation or similar rights, or any other right or instrument pursuant to which any Person is entitled to be issued any of its securities.

## **2.8. Winding up, insolvency, etc.**

So far as the Warrantors are aware, each Group Company is solvent and able to pay its debts as they fall due. So far as the Warrantors are aware, no resolution has been passed, no step has been taken, no order has been issued or proceeding started or threatened in relation to any Group Company's winding-up or dissolution, or for the appointment of a liquidator, receiver, administrator or similar officer over any or all of its assets.

## **2.9. No Conflicts**

So far as the Warrantors are aware, the execution and delivery of this Agreement do not, and the performance of this Agreement by the parties hereto will not, violate, conflict with, require consent under, result in loss of benefit under, or constitute a default under any Contract, in each case which would reasonably be expected to result in a Material Liability, or result in the creation of an Encumbrance on any property or asset of any Group Company.

## **2.10. Assets and Properties**

Save as disclosed in section 2.10 of the Disclosure Letter and so far as the Warrantors are aware, each Group Company has good title to, or a valid leasehold interest in (and has obtained Consents for the use of, where applicable) all equity interest, Real Property, equipment, other tangible assets and Intellectual Property Rights material to and necessary for the conduct of their business as currently conducted, in each case free and clear of all Encumbrances, except for properties and assets disposed of in the ordinary course of business consistent with its past practice and except for any failure to do so which would not be reasonably expected to result in a Material Liability of relevant Group Company. So far as the Warrantors are aware, each such asset is free from material defects (except such defect which would not be reasonably expected to result in a Material Liability), and has been maintained in accordance with normal industry practice in all material respects.

## **2.11. Company Reports and No Undisclosed Liabilities**

- (a) So far as the Warrantors are aware, the Company has filed or furnished (as applicable) all forms, reports, statements, schedules and other documents required to be filed or furnished by it with the Stock Exchange since the Account Date (together the "**Company Reports**"). So far as the Warrantors are aware, the Company Reports (i) at the time they were filed or furnished or amended, complied in all material respects with all applicable requirements of the SFO, the Listing Rules, applicable accounting standards (consistently applied) and any rules and regulations promulgated thereunder applicable to the Company Reports, and (ii) did not, at the time they were filed, or furnished or amended, contain any untrue statement of a material fact or

omit to state a material fact required to be stated therein or necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

- (b) So far as the Warrantors are aware, each Group Company has not incurred any Material Liability (including off-balance sheet and contingent liabilities) which has not been fully and fairly disclosed in the 2018 Annual Report or the 2019 Interim Report.

#### **2.12. Contracts**

To the best of the Warrantors' knowledge, information and belief, neither a Group Company nor, any of the counterparties to any of the Contracts to which such Group Company is a party is or has been in breach of, or default under, any provision of any such Contract, no event has occurred or likely to occur that would give such Group Company or any other party to any such Contract the right to either (i) declare a default or exercise any remedy under such Contract, (ii) accelerate the performance or, or payment under, such Contract or (iii) cancel terminate or modify any such Contract, in each case, except for instances where the relevant Group Company would not incur a Material Liability.

#### **2.13. Tax Matters**

Save as disclosed in section 2.13 of the Disclosure Letter and to the Warrantor's knowledge, all Tax due and payable by each Group Company has been timely paid and withheld in accordance with applicable Laws. So far as the Warrantors are aware, the Group Companies have properly prepared and timely filed their Tax Return as required by applicable Laws. To the best knowledge of the Warrantors, no Group Company has been the subject of any Tax audit or investigation by any Tax Authority.

## **Part B - Purchaser's Warranties**

### **1. ENFORCEABILITY OF TRANSACTION DOCUMENTS**

#### **1.1. Capacity and authority**

The Purchaser:

- (a) is a company with limited liability duly organized and validly existing under the laws of Hong Kong and has full corporate power, authority and necessary governmental approvals to own or use its assets and properties and to conduct its business as the same is presently being conducted;
- (b) has the right, power and authority to enter into and perform its obligations under each Transaction Document to which it is a party;
- (c) has taken all necessary corporate or other action to duly authorize the execution of, and performance by it of its obligations under each Transaction Document to which it is a party; and
- (d) has duly executed and delivered each Transaction Document to which it is a party, each of which is a valid and binding agreement of the Purchaser and the obligations under which constitutes its legal and binding obligations and are enforceable against it in accordance with their respective terms, except as may be limited by applicable bankruptcy, insolvency, reorganization or other laws of general application relating to or affecting the enforcement of creditors' rights generally.

#### **1.2. Shareholders**

One hundred per cent. (100%) of the allotted and issued shares in the capital of the Purchaser is legally and beneficially owned by Shanghai Qingxin, a limited liability company organized and existing under the Laws of the PRC, which is directly owned (i) as to fifty point one per cent. (50.1%) by UNIC Capital, (ii) as to twenty-eight per cent. (28%) by 上海半导体装备材料产业投资基金合伙企业 (有限合伙) (Shanghai Semiconductor Equipment and Material Investment Fund (Limited Partnership)) and (iii) twenty-one point nine per cent. (21.9%) by 河南战兴产业投资基金 (有限合伙) (Henan Strategic Emerging Industry Investment Fund (Limited Partnership)).

#### **1.3. Source of Funds**

The Purchaser shall have sufficient immediately available and unrestricted funds available to pay the Consideration (for the purpose of clarity, including the Deposit and the Remaining Balance) in cash in accordance with this Agreement and such funds are derived from legitimate sources and the use of such funds in the Transaction does not violate any laws applicable to the Purchaser.

#### **1.4. No approvals**

The Purchaser as well as Shanghai Qingxin and other relevant parties (to the extent required by applicable Laws) has obtained all approvals, authorizations, consents, waivers, or registrations (including, without limitation, any and all Consents) required to be obtained from any Person by it (including any of its debt and/or equity security holders and any competent Governmental Authorities, where applicable) in connection with the execution or performance of each Transaction Document to which it is a party and such approvals, authorizations, consents, waivers or registrations remain in full force and effect.

#### **1.5. No breach**

- (a) Neither the execution (and in the case of a deed, delivery) by the Purchaser of a Transaction Document to which it is a party, nor the performance of any of its obligations thereunder, will violate or conflict with:

- (i) a provision in its constitutional documents or other governing documents;
- (ii) any Laws, authorizations, agreements or obligations applicable to the Purchaser; or
- (iii) so far as the Purchaser is aware, an order or judgement of a court, tribunal or Governmental Authority which is binding on it.

**1.6. No Litigation and Claims**

There is no Claim in progress or pending or threatened, or order, decree or judgment of any court or Governmental Authority outstanding or anticipated against or affecting the Purchaser or any of its respective employees or officers, nor is there any facts or circumstances of a material nature which could reasonably give rise to any Claim against any of them.

**1.7. Winding up, insolvency, etc.**

The Purchaser is solvent and able to pay its debts as they fall due. No resolution has been passed in relation to the Purchaser, and, so far as the Purchaser is aware, no:

- (a) step has been taken in relation to the Purchaser; or
- (b) order has been issued or legal proceedings started or threatened against the Purchaser,
- (c) for the Purchaser's winding-up or dissolution, or for the appointment of a liquidator, receiver, administrator, administrative receiver or similar officer over any or all of the Purchaser's assets.

**1.8. Information and compliance with securities Laws**

- (a) All information (whether written, electronic or in any other tangible form) supplied by or on behalf of the Purchaser (including its advisers) for the purpose of or in connection with the Transactions is and was, when supplied, true, accurate and complete in all material respects and not misleading in any material respect.
- (b) The Purchaser has not been, is and will be at any time engaged in insider dealing (and it has not been and/or is under any enquiry or investigation in connection therewith) for the purpose of the SFO in connection with the Transactions or otherwise.

**Schedule 5**  
**Conduct of business**

**1. CONTINUATION OF BUSINESS IN THE NORMAL COURSE**

The business of the Company and its Subsidiaries, to the extent it is within the control of the Seller in its capacity as the Company's controlling shareholder, shall be operated in all material respects in the normal and usual course. The Seller, to the extent it is within its capacity as a shareholder of the Company, shall its all reasonable efforts to preserve (a) substantially intact the Group Companies' existing assets, (b) substantially intact each Group Company's business organization, (c) the (availability of the) services of each Group Company's current officers and key employees, sales agents and material consultants and (d) each Group Companies' current relationships with its major customers, suppliers, distributors, creditors, and other Persons with which the Company or any of its Subsidiaries has significant business relations as of the date hereof, provided that the Seller shall have no obligation whatsoever to (i) take or omit to take any action that is not in the ordinary course of a Group Company's business and consistent with its past practice, or (ii) incur any cost or expenditure for the purposes of complying with this section 1.

**2. MATTERS REQUIRING PURCHASER'S PERMISSION**

2.1 From the date of this Agreement and until the Completion Date:

- (a) the Seller shall not convert the Convertible Bonds (or any portion thereof) into Shares without the prior written consent of the Purchaser;
- (b) the Seller shall use its commercially reasonable efforts to, and insofar as within its capacity as the controlling shareholder of the Company, ensure that the Company and its Subsidiaries will not make additions to its debt and equity securities investment portfolio existing as at the date of this Agreement; and
- (c) each of the Warrantors shall use their respective best efforts to obtain any and all necessary Consents and complete any and all of their respective corporate and other proceedings for the purposes of obtaining the necessary approvals for the execution of the Transaction Documents to which it is a party and for the consummation of the Transaction.

2.2 The Seller, solely in its ordinary and usual capacity as the controlling shareholder of the Company, shall use its reasonable endeavors to procure that the Company shall not, except as required pursuant to this Agreement or any other Transaction Document, or with the prior written consent of the Purchaser:

- (a) declare or make any dividend or other distribution, except between one Group Company and another;
- (b) make any change in its authorized or issued share capital or the rights attaching thereto or alter its capital structure, or do or permit to be done any act, deed or thing which might result in any such change, save for the issue of Shares pursuant to the terms of any convertible securities, options or warrants in issue as at the date of this Agreement;
- (c) grant any share options under any share option scheme adopted by any Group Company;
- (d) appoint any director, company secretary or (pursuant to any power of attorney or similar authority) attorney;
- (e) enter into any joint venture, partnership or profit sharing agreements;

- (f) create, allot or issue any loan capital, securities convertible into shares or any option or right to subscribe in respect of any shares, loan capital or securities convertible into shares, in each case, which in the opinion of the Purchaser, is reasonably likely to impede the transactions contemplated under the Transaction Documents;
- (g) allow any of its policies of insurances that are material to the operation of any Group Company to lapse or do anything to make any of them void or voidable or do anything that would or would be likely to, increase any premium payable in respect of such policy or prejudice the ability to effect equivalent insurance in the future;
- (h) alter the provisions of the memorandum or articles of association or other constitutional documents (or any equivalent document) of any Group Company;
- (i) make any change to the accounting procedures or principles by reference to which its accounts are drawn up, save in compliance with any change in applicable Law, the Listing Rules or accounting principles;
- (j) fail to make in a timely manner any material filings or disclosures in compliance with all applicable requirements of the SFO and the Listing Rules.
- (k) engage in the conduct of any new line of business outside of its existing business segments;
- (l) (i) sell, pledge or dispose of, (ii) grant an Encumbrance on or permit an Encumbrance on or permit an Encumbrance to exist on, or (iii) authorized the sale, pledge or disposition of, or granting or placing of an Encumbrance on, any material assets of any Group Company, except in the ordinary course of business consistent with its past practice;
- (m) acquire (including by merger, consolidation or acquisition of share or assets or any other business combination) any corporation, partnership, other business organization or any division thereof or any material assets, property or securities, except in the ordinary course of business consistent with its past practice;
- (n) except in connection with any loan or other finance or credit facility existing as at the date of this Agreement (other than any amendment to the principal loan amount), borrow any amount from any Person (other than normal trade credit) outside the scope of its ordinary course of business;
- (o) give any guarantee for the obligations or liabilities of any Person (other than a guarantee in respect of another Group Company's obligations or liabilities); or
- (p) make a capital expenditure or capital commitment which individually, or which when aggregated with every other capital expenditure or capital commitment (other than capital expenditure or capital commitment excluded by the operation of this sub-section (p) or section 3 of this Schedule) made by it since the date of this Agreement, exceeds HK\$30,000,000, except for any operational capital expenditure (which are typically capitalized when incurred and amortized within one year) and consumables and spare parts (which are expensed upon purchase).

### **2.3 Relationship between section 1 and sections 2.1 and 2.2 of this Schedule**

Sections 2.1 and 2.2 takes priority over section 1 to the extent of any conflict between these provisions.

### **3. PERMITTED EXCEPTIONS**

Nothing in this Schedule prevents or restricts the Seller or any Group Company from:

- (a) completing or performing an obligation under, or acting in accordance with the terms of a Contract or arrangement entered into by the Seller or a Group Company before the date of this Agreement.
- (b) taking or omitting to take any action:
  - (i) at the Purchaser's written request; or
  - (ii) in order to comply with or discharge any duty under any applicable Law.

## Schedule 6

### Completion certificate

Reference is made to the Share Purchase Agreement dated 17 September 2019 (the “**Agreement**”) by and among Unis Technology Strategy Investment Limited, Beijing Unis Capital Management Co., Ltd. and Sino Xin Ding Limited. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

The undersigned does hereby certify that [he/she] is a director of [the Seller / Beijing Unis Capital], a company incorporated with limited liability in [Hong Kong (registered no. 2312424) / the PRC], whose registered office is at [3806 Central Plaza, 18 Harbour Road, Wanchai, Hong Kong/ Room 601, 6/F, Building B, Truth Plaza, No. 7 Zhichun Road, Haidian District, Beijing], and that as such he is authorized to execute and deliver this Certificate on behalf of [the Seller / Beijing Unis Capital] pursuant to section 1.1(e) of Schedule 3 to the Agreement.

[The Seller / Beijing Unis Capital] does hereby certify that (i) the Warrantors’ Warranties are true, accurate and complete and not misleading in all material respects (or where any of such Warrantors’ Warranties is already qualified or modified by materiality, in all respects) as at the date hereof; (ii) it has performed and complied with all agreements, obligations and conditions in all material respects (or where any of such agreements, obligations and conditions is already qualified or modified by materiality, in all respects) that are required by the Transaction Documents to be performed or complied with by it on or before the date hereof; (iii) it has obtained all approvals, authorizations, consents, waivers, or registrations (including, without limitation, any and all Consents) required to be obtained from any Person by it (including any of its debt and/or equity security holders and any competent Governmental Authorities, where applicable) in connection with the execution or performance of each Transaction Document to which it is a party and such approvals, authorizations, consents, waivers or registrations remain in full force and effect as at the date hereof; and (iv) to the knowledge of the undersigned, there is no notice, order, judgement, action or proceeding of any Governmental Authority that has been served, issued, or made which restrains, prohibits or makes unlawful this Transaction or which is likely to materially and adversely affect the continued listing and trading of the Shares (including the Sales Shares) on the Stock Exchange as of the Completion Date.

IN WITNESS WHEREOF, the undersigned has executed this Certificate this [●] day of [●], 2019.

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Signed by [\*\*\*],

Director

For and on behalf of

**Unis Technology Strategy Investment  
Limited**

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Signed by [\*\*\*],

Director

For and on behalf of

**Beijing Unis Capital Management Co., Ltd.**