

[REDACTED]

[REDACTED]

[REDACTED] *Agreement*

[REDACTED]

Grounds for Termination

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Undertakings pursuant to the [REDACTED] Agreement

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Undertakings to the Stock Exchange pursuant to the Listing Rules

(A) Undertakings by our Company

Pursuant to Rule 10.08 of the Listing Rules, our Company will not, any time within six months from the Listing Rules, issue any Shares or other securities into equity securities (whether or not of a class already listed) of our Company or enter into any agreement or arrangement to issue such shares or securities (whether or not such issue of shares or securities will be completed within six months from the [REDACTED]), except pursuant to the [REDACTED] or for the circumstances prescribed by Rule 10.08 of the Listing Rules.

(B) Undertakings by our Controlling Shareholders

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] Commission and Expenses

The [REDACTED] will receive an [REDACTED] commission of [REDACTED] of the aggregate [REDACTED] payable for the [REDACTED] initially under the [REDACTED]. For unsubscribed [REDACTED] reallocated to the [REDACTED], we will pay an [REDACTED] commission at the rate applicable to the [REDACTED] and such commission will be paid to the [REDACTED] and not the [REDACTED]. The commissions payable to [REDACTED] will be borne by us in proportion in relation to the new Shares to be issued in relation to [REDACTED]. In addition, we may at our sole and absolute discretion pay any or all of the [REDACTED] for its or their respective accounts an incentive fee of up to [REDACTED]% of the [REDACTED] for each [REDACTED] by such [REDACTED].

Assuming an [REDACTED] of [REDACTED] per Share (being the mid-point of the indicative [REDACTED]), the aggregate commissions and fees, together with [REDACTED] fees, [REDACTED], legal and other professional fees and printing and other expenses, payable by our Company relating to [REDACTED] (collectively the “Commissions and Fees”) are estimated to be approximately [REDACTED] (assuming [REDACTED] is not exercised at all) in total.

The Commissions and Fees were determined after arm’s length negotiation between over Company and the [REDACTED] or other parties by reference to the current market conditions.

[REDACTED] Interests in the Company

Save for its obligations under the [REDACTED] Agreement, the [REDACTED] do not have any shareholding in any member of our Company or any right (whether legally enforceable or not) to subscribe for or to nominate persons to subscribe for securities in any member of our Company.

Following the completion of the [REDACTED], the [REDACTED] and their affiliated companies may hold a certain portion of Shares as a result of fulfilling their obligations under the [REDACTED] Agreements.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

INDEPENDENCE OF THE SOLE SPONSOR

The Sole Sponsor satisfies the independence criteria applicable to sponsors set out in Rule 3A.07 of the Listing Rules.