

[REDACTED]

[REDACTED]

[REDACTED] and [REDACTED]

[●]

[REDACTED]

[●]

[REDACTED]

[●]

The [REDACTED] is [REDACTED] by the [REDACTED] [REDACTED] under the terms of the [REDACTED] [REDACTED] and is subject to our Company and the [REDACTED] (for itself and on behalf of the [REDACTED]) agreeing on the [REDACTED].

We expect to enter into the [REDACTED] [REDACTED] relating to the [REDACTED] on or around the [REDACTED]. The [REDACTED] will be [REDACTED] by the [REDACTED] [REDACTED] the terms of the [REDACTED] [REDACTED] to be entered into.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

## **COMPLIANCE ADVISER'S AGREEMENT**

Under the compliance adviser's agreement made between Red Sun Capital and our Company ("Compliance Adviser's Agreement"), our Company appoints Red Sun Capital and Red Sun Capital agrees to act as the compliance adviser to our Company for the purpose of the GEM Listing Rules for a period from the [REDACTED] and ending on the date on which our Company complies with Rule 18.03 of the GEM Listing Rules in respect of its financial results for the second full financial year commencing after the [REDACTED], or until the Compliance Adviser's Agreement is terminated, whichever is earlier.

## **SPONSOR'S INDEPENDENCE**

The Sole Sponsor satisfies the independence criteria applicable to sponsor as set out in Rule 6A.07 of the GEM Listing Rules.