

THIS SUBSCRIPTION AGREEMENT (“**this Agreement**”) is made this 13th day of June 2025

BETWEEN

- (1) **VALUE CONVERGENCE HOLDINGS LIMITED**, a company incorporated in Hong Kong with limited liability with Business Registration No. 30561244 and having its issued ordinary shares listed on The Stock Exchange of Hong Kong Limited (Stock Code: 821) and having its registered office situate at 6th Floor, Centre Point, 181-185 Gloucester Road, Wanchai, Hong Kong (the “**Company**”)

AND

- (2) **MONOCHROME CORPORATION PTY LTD**, a proprietary company limited by shares incorporated in Australia with ACN 649 856 664 and having its registered office situate at Suite 303, 3 Hosking Place, Sydney, NSW 2000, Australia (the “**Subscriber**”)

The Company and the Subscriber shall collectively be referred to as the “**Parties**” and each individually as a “**Party**” wherever appropriate hereunder.

WHEREAS:-

- (A) At as the date hereof, the Company has issued and allotted 2,473,523,040 ordinary shares (the “**Shares**”);
- (B) The Company is desirous of issuing convertible bonds in the principal amount of HK\$3,000,000 (the “**Principal Amount**”) at the coupon rate of 1% per annum with 2-year maturity convertible into not more than 75,000,000 Conversion Shares (as defined below) at the conversion price of HK\$0.04 per Conversion Share (the “**Convertible Bonds**”) and the instrument to be executed by the Company as a deed under and pursuant to which the Convertible Bonds are to be constituted and issued, the “**Instrument**”);
- (C) The Subscriber and its Subsidiaries (together, the “**Monochrome Group**”) are, *inter alia*, engaged in setting up and/or providing costs effective platforms for cryptocurrency investments as well as specialized in infrastructure projects within the crypto-asset landscape, and they have set up not only Bitcoin trusts but also Bitcoin ETFs and Ethereum ETFs (ETF denotes exchange traded fund) in Australia and Singapore; and
- (D) The Subscriber is desirous of subscribing for the entire Principal Amount of the Convertible Bonds (the “**Transaction**”), and the Parties execute this Agreement to regulate and govern the Transaction.

NOW IT IS HEREBY AGREED as follows:-

1. **Definition and Interpretation**

- 1.1 The Recitals and the Schedules shall form, and shall be construed and regarded as being, an integral part of this Agreement, and shall have the same force and effect as any provision in the main body of this Agreement.
- 1.2 The words and expressions set out hereunder shall have the meanings attributed to them below unless the context otherwise requires:-

“Accounts Date”	31 December 2024;
“Accounts”	audited accounts of the Company prepared up to the Accounts Date;
“Bondholder(s)”	the holder(s) of the Convertible Bonds or any outstanding Principal Amount thereof for the time being;
“Business Day”	any day (other than a Saturday, Sunday or public holiday or a day on which a typhoon signal no. 8 or above or black rainstorm signal is hoisted or the Extreme Conditions is announced in Hong Kong between 9:00 a.m. to 5:00 p.m.) on which licensed banks in Hong Kong are generally open for business throughout their normal business hours;
“Certificate”	in respect of the Convertible Bonds, the certificate to be issued by the Company to the Subscriber at Completion;
“Completion”	completion of the Transaction pursuant to <u>Clause 4</u> and <u>Schedule 1</u> ;
“Completion Date”	any Business Day within a period of three (3) Business Days after the fulfilment and/or satisfaction (or waiver, as appropriate) of the Conditions;
“Conditions”	conditions precedent subject to the fulfilment and/or satisfaction (or waiver, as appropriate) of which Completion shall take place, and the Conditions are set out in <u>Clause 3</u> ;
“Consideration”	the sum of HK\$3,000,000 to be paid by the Subscriber to the Company at Completion for subscription of the entire Principal Amount of the Convertible Bonds;

“Conversion Share(s)”	means the new Share(s) to be allotted and issued by the Company under the General Mandate to the Subscriber upon exercising of Conversion Rights (as defined in the Instrument) by the Subscriber in accordance with the Instrument;
“Convertible Bonds”	shall have the same meaning as set out in <u>Recital (B)</u> , being convertible bonds in the Principal Amount of HK\$3,000,000 at the coupon rate of 1% per annum with 2-year maturity convertible into no more than 75,000,000 Conversion Shares at the conversion price of HK\$0.04 per Conversion Share in accordance with the Instrument;
“Director(s)”	the director(s) of the Company;
“Encumbrance”	means any mortgage, charge, pledge, <i>lien</i> , deed of trust, hypothecation, security interest, title retention or any other agreement or arrangement the effect of which is the creation of security, or any equity or other interest or right of any third person or any right to acquire, option, right of first refusal, right of pre-emption or restriction, or any agreement or arrangement to create any of the same or having similar effect, and “ <i>Encumbrances</i> ” shall be interpreted and construed accordingly;
“Extreme Conditions”	the extreme conditions as announced by any Hong Kong Government department or body or otherwise, whether or not under or pursuant to the revised “Code of Practice in Times of Typhoons and Rainstorms” issued by the Labour Department in June 2019 in the event of serious disruption of public transport services or government services, extensive flooding, major landslides or large-scale power outage after typhoons or incidents similar in seriousness or nature;
“General Mandate”	the general mandate granted to the Directors to allot, issue and deal with not more than 494,704,608 new Shares at the Annual General Meeting of the Company held on 3 June 2024;
“HK\$” or “HKD”	Hong Kong Dollars, the lawful currency of Hong Kong;
“Instrument”	shall have the same meaning as set out in <u>Recital (B)</u> , and shall be in such form and content as set out in <u>Schedule 4</u> ;

“Listco Group”	the Company and its Subsidiaries;
“Listing Rules”	the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited;
“Long Stop Date”	shall have the same meaning as set out in <u>Clause 3</u> ;
“Monochrome Group”	shall have the same meaning as set out in <u>Recital (C)</u> ;
“Necessary Approvals”	shall have the same meaning as set out in <u>Clause 3</u> ;
“Principal Amount”	shall have the same meaning as set out in <u>Recital (B)</u> ;
“Share(s)”	shall have the same meaning as set out in <u>Recital (A)</u> ;
“Subsidiary”	shall have the same meaning as designated in the Companies Ordinance (Chapter 622 of the Laws of Hong Kong), and “Subsidiaries” shall be interpreted and construed accordingly;
“Stock Exchange”	The Stock Exchange of Hong Kong Limited;
“Tax”	means all forms of Taxation (as defined below), estate duties, deductions, withholdings, duties, imposts, levies, fees, charges, social security contributions and rates imposed, levied, collected, withheld or assessed by any local, municipal, regional, urban, governmental, state, federal or other body in Hong Kong or elsewhere and any interest, additional Taxation, penalty, surcharge or fine in connection therewith as well as any tax or capital, stamp, issue and registration and transfer duties;
“Taxation”	includes all present and future Tax, levy, impost, duty or other charge, fee, deduction or withholding of a similar nature (including any penalty or interest payable in connection with the failure to pay, or delay in paying, any of those);
“Transaction”	shall have the same meaning as set out in <u>Recital (D)</u> ;
“Transaction Documents”	refer, collectively, to this Agreement, the Instrument, the Convertible Bonds and such other documents (if any) for carrying out, completing, regulating and governing the Transaction; and

“Warranties”

the representations and warranties of the respective Parties as specified in Clause 5 as well as Schedule 2 (*Company’s Warranties*) and Schedule 3 (*Subscriber’s Warranties*).

- 1.3 A reference to a statute or statutory provision includes a reference:-
- (a) to that statute or provision as from time to time modified or re-enacted;
 - (b) to any repealed statute or statutory provision which it re-enacts (with or without modification); and
 - (c) to any orders, regulations, instruments or other subordinate legislation made under the relevant statute or statutory provision.
- 1.4 Unless the context otherwise requires:-
- (a) words in the singular include the plural, and *vice versa*;
 - (b) words importing any gender include all genders; and
 - (c) a reference to a person includes a reference to a body corporate and to an unincorporated body of persons.
- 1.5 A reference to a “*Recital*”, “*Clause*”, “*Sub-Clause*” or “*Schedule*” is to a Recital, Clause, Sub-Clause or Schedule (as the case may be) of or to this Agreement.
- 1.6 The headings are inserted for convenience only and shall not affect interpretation of this Agreement.
- 1.7 The Recitals and the Schedules shall for, and shall be regarded as being, an integral part of this Agreement and shall have the same force and effect as any other provision in the main body of this Agreement.

2. The Transaction and Consideration

- 2.1 The Company shall, at Completion, issue the Convertible Bonds at 100% of the Principal Amount to the Subscriber on the terms and subject to the conditions of the Instrument, and the Subscriber shall subscribe for the entire Principal Amount in the sum of HK\$3,000,000.
- 2.2 The Consideration, which is equivalent to the entire Principal Amount in the sum of HK\$3,000,000 subscribed by the Subscriber in accordance with this Agreement, shall be settled and discharged by the Subscriber in cash by cashier’s order or banker’s draft by Completion.
- 2.3 Without prejudice to any other provision herein, there shall not be any reduction or deduction whatsoever to the Consideration.

3. **Conditions Precedent**

3.1 Completion shall be subject to the following conditions precedent (the “**Conditions**”):

- (a) (if required) all necessary consent, approval and authorisations (if any) by regulators pursuant to the Listing Rules and any other rules and regulations which may be applicable to the Transaction having been obtained by the Company (collectively, the “**Necessary Approvals**”), and such Necessary Approvals shall be valid and effective up to the juncture immediately prior to Completion, and shall not be threatened with any withdrawal, revocation or cancellation at all times prior to Completion;
- (b) the Stock Exchange having approved the listing of and dealings with the Conversion Shares;
- (c) all Companies Warranties remaining true, correct, valid, binding and effective up to Completion; and
- (d) all Subscriber’s Warranties remaining true, correct, valid, binding and effective up to Completion.

3.2 Save and except that such Conditions as set out in Clauses 3.1(c) may be waived by the Subscriber unilaterally at any time prior to the Long Stop Date by notice in writing to the Company and that such Conditions as set out in Clauses 3.1(d) may be waived by the Company unilaterally at any time prior to the Long Stop Date by notice in writing to the Subscriber, no other Conditions can be waived by any Party, and

- (a) the Company shall use its best endeavours to ensure such Conditions set in Clauses 3.1(a) to (c) (if such Conditions set out in Clause 3.1(c) have been waived by the Subscriber, then Clauses 3.1(a) and (b) only) shall be fulfilled and satisfied as soon as possible after the execution of this Agreement, and in any event, no later than the Long Stop Date; and
- (b) the Subscriber shall use its best endeavours to ensure that the Conditions set out in Clauses 3.1(d) (if such Conditions set out in Clause 3.1(d) have not been waived by the Company) shall be fulfilled and satisfied as soon as possible after the execution of this Agreement, and in any event, no later than the Long Stop Date.

- 3.3 Save as otherwise stated, if any Condition set out in Clause 3.1 (save and except such Conditions having been waived pursuant to Clause 3.2) shall not have been fulfilled by 5:00 pm on 25 June 2025 (the “**Long Stop Date**”), this Agreement shall, unless the Parties agree in writing to postpone the Long Stop Date to another date (being a Business Day), automatically terminate and cease to be of any effect except for Clause 1 (*Definitions and Interpretations*), Clause 6 (*Confidentiality*), Clause 7 (*Notices*), Clause 8 (*Costs and Expenses*), Clause 9 (*Miscellaneous*), Clause 10 (*Governing Law and Jurisdiction*) and Clause 11 (*Termination and Rights*) which shall remain in force, and none of the Parties shall have any claim of any nature or liabilities hereunder whatsoever against the other Party save for any antecedent breaches of any term herein.
- 3.4 If at any time any Party becomes aware of a fact or circumstance that might prevent a Condition from being satisfied, the Party concerned shall immediately inform the other Parties in writing.
4. **Completion, Pre-Completion and Post-Completion Obligations**
- 4.1 Completion shall take place at the principal place of business of the Company as first above written at 4:00 p.m. on the Completion Date (or at such other place and time as the Parties may otherwise agree in writing) when each Party shall perform its obligations set out in Schedule 1.
- 4.2 At Completion,
- (a) the Company shall execute the Instrument and issue the to the Subscriber the Certificate for the entire Principal Amount in the sum of HK\$3,000,000 subscribed by the Subscriber in accordance with this Agreement; and
 - (b) the Subscriber shall settle and discharge the Consideration in accordance with Clauses 2.2 and 2.3.
- 4.3 Without prejudice to any other remedies available to the Company or the Subscriber, if in any respect the provisions of this Clause 4 are not, or have not been, complied with by the Company or the Subscriber by the date scheduled to be the Completion Date, the Company (in case of default by the Subscriber) or the Subscriber (in case of default by the Company) may:
- (a) defer Completion to a date not more than ten (10) Business Days after the Completion Date (and such that the provisions of this Clause 4.3 shall apply to such Completion as so deferred);
 - (b) proceed to Completion insofar as shall be practicable (without prejudice to its rights under this Agreement); or

- (c) terminate this Agreement, upon which this Agreement shall cease to be of any effect except for Clause 1 (Definitions and Interpretations), Clause 6 (Confidentiality), Clause 7 (Notices), Clause 8 (Costs and Expenses), Clause 9 (Miscellaneous), Clause 10 (Governing Law and Jurisdiction) and Clause 11 (Termination and Rights) which shall remain valid, binding and effective and save in respect of claims arising out of any antecedent breach of this Agreement.
- 4.4 Pending Completion and save as otherwise disclosed herein, the Company shall continue to operate and manage its business in a normal manner, on an usual basis and in the ordinary course of day-to-day operations and shall not do or omit to do (or allow to be done) or to be omitted to be done any act or thing which will have a material adverse effect on the financial aspects of the Company.
- 4.5 Until maturity, full conversion and/or redemption of the Convertible Bonds (whichever shall be the earliest), the Company shall continue to operate and manage its business in a normal manner, on an usual basis and in the ordinary course of day-to-day operations and shall not do or omit to do (or allow to be done) or to be omitted to be done any act or thing which will have a material adverse effect on the financial aspects of the Company. This Clause 4.5 shall survive Completion.
5. **Representations and Warranties**
- 5.1 The Company represents, warrants and undertakes to and with the Subscriber that each of the statements set out in this Agreement, including this Clause 5 and Schedule 2 (Company's Warranties) is true, accurate and not misleading in all material aspects as at the date hereof, and will continue to be so up to Completion with reference to the facts and circumstances subsisting from time to time and any reference made to the date hereof (whether expressed or implied) in relation to the Company's Warranties will be construed in relation to any such repetition as a reference of each such date.
- 5.2 The Subscriber represents, warrants and undertakes to and with the Company that each of the statements set out in this Agreement, including this Clause 5 and Schedule 3 (Subscriber's Warranties) is true, accurate and not misleading in all material aspects as at the date hereof, and will continue to be so up to Completion with reference to the facts and circumstances subsisting from time to time and any reference made to the date hereof (whether expressed or implied) in relation to the Subscriber's Warranties will be construed in relation to any such repetition as a reference of each such date.
- 5.3 Each of the Warranties shall be, and shall be construed to be, separate and independent and (except where this Agreement provides otherwise) shall not be limited or restricted by reference to or inference from any other term of this Agreement or any other Warranties.

- 5.4 Between the date hereof and Completion (both days inclusive), the Company shall immediately disclose in writing to the Subscriber any event or circumstance which may arise or become known to the Company which constitutes (or may constitute) a breach of, or is materially inconsistent with, any of the Company's Warranties or which might render any of the Company's Warranties inaccurate or misleading or breached in any material respect or which may have any material adverse effect on the assets or liabilities of the Company or which has or is likely to have an adverse effect on the financial position of the Company or the prospect of its business.
- 5.5 Likewise, between the date hereof and Completion (both days inclusive), the Subscriber shall immediately disclose in writing to the Company any event or circumstance which may arise or become known to the Subscriber which constitutes (or may constitute) a breach of, or is materially inconsistent with, any of the Subscriber's Warranties or which might render any of the Subscriber's Warranties inaccurate or misleading or breached in any material respect or which may have any material adverse effect on the assets or liabilities of the Subscriber or which has or is likely to have an adverse effect on the financial position of the Subscriber or the prospect of its business.

6. **Confidentiality**

- 6.1 Each Party undertakes with the other Party that it shall treat as strictly confidential all information received or obtained by it or its employees, agents or advisers as a result of entering into or performing this Agreement including information relating to the provisions of this Agreement, the negotiations leading up to this Agreement, the subject matter of this Agreement and subject to the provisions of Clause 6.2 that they will not at any time hereafter make use of or disclose or divulge to any person any such information and shall use their best endeavours to prevent the publication or disclosure of any such information.
- 6.2 The restrictions contained in Clause 6.1 shall not apply so as to prevent any Party from making any disclosure required by law or by any securities exchange or supervisory or regulatory or governmental body pursuant to rules to which such Party is subject or from making any disclosure to any professional adviser for the purposes of obtaining advice nor shall the restrictions apply in respect of any information which comes into the public domain otherwise than by a breach of this Clause 6 by such Party.
- 6.3 Save as otherwise provided in this Agreement, no public announcement or communication of any kind shall be made in respect of the Transaction and/or of this Agreement unless specifically agreed between the Parties or unless an announcement is required pursuant to relevant rules, regulations, law or the requirements of the Stock Exchange or other regulatory authorities. Any announcement by any Party required to be made pursuant to any relevant law or the requirements of the Stock Exchange or any regulatory authorities shall be issued after consultation with the other Party as is reasonably practicable in the circumstances.

7. **Notices**

- 7.1 Any notice required or permitted to be given by any Party under this Agreement shall be in writing and shall be given by delivering it to the following addresses or facsimile numbers:-

The Subscriber:

Facsimile : Not Applicable
Address : Suite 303, 3 Hosking Place, Sydney NSW2000
Attention : Jeff Yew, Director

The Company:

Facsimile : (852) 2913 6373
Address : 6th Floor, Centre Point, 181-185 Gloucester Road,
Wanchai, Hong Kong
Attention : Board of Directors

or to such other address or facsimile number in Hong Kong as the Party concerned may have notified to the other Party pursuant to this Clause and may be given by sending it by hand to such address or by facsimile to such facsimile number or to such other address or facsimile number in Hong Kong as the Party concerned may have notified to the other Party in accordance with this Clause and such notice shall be deemed to be given at the time of delivery, if sent by hand, or, if sent by facsimile, when despatched subject to a successful transmission report having been received by the sender.

8. **Costs and Expenses**

- 8.1 Each Party shall bear its own costs and expenses in connection with the preparation, negotiation and settlement of this Agreement and all other Transaction Documents.
- 8.2 Any stamp duty or other Tax relating to the issue and delivery of the Convertible Bonds shall be borne by the Company.

9. **Miscellaneous**

- 9.1 Time shall be of the essence to this Agreement and to the Transaction.

- 9.2 Each Party undertakes to the other to execute or procure to be executed all such documents and to do or procure to be done all such other acts and things as may be reasonable and necessary to give both Parties the full benefit of this Agreement.
- 9.3 This Agreement shall be binding on and enure for the benefit of the Parties and shall not be assignable.
- 9.4 The exercise of or failure to exercise any right or remedy in respect of any breach of this Agreement shall not, save as provided herein, constitute a waiver by a Party of any other right or remedy it may have in respect of that breach.
- 9.5 This Agreement constitutes the entire agreement between the Parties and no variation of this Agreement shall be effective unless made in writing and signed by both of the Parties.
- 9.6 This Agreement supersedes the Term Sheet and all or any previous agreements, arrangements or understanding (if any) between the Parties relating to the matters referred to in this Agreement and the Term Sheet and all such previous agreements, arrangements or understanding (if any) shall cease and determine with effect from the date hereof.
- 9.7 If at any time any provision of this Agreement is or becomes illegal, void or unenforceable in any respect, the remaining provisions hereof shall in no way be affected or impaired thereby.
- 9.8 This Agreement may be executed by the Parties in any number of counterparts and on separate counterparts, each of which when so executed shall be deemed an original but all of which shall constitute one and the same instrument binding on both Parties.
- 9.9 For avoidance of any doubt, the rights of each and every Party under this Agreement are cumulative and do not exclude or restrict any other rights (except as otherwise provided in this Agreement).
10. **Governing Law and Jurisdiction**
- 10.1 This Agreement shall be governed by and construed in accordance with the laws of Hong Kong and each Party hereby submits to the non-exclusive jurisdiction of the courts of Hong Kong as regards any claim or matter on or arising out of this Agreement and agrees that process may be served on them or any of them at the respective addresses for service of notices as set out in Clause 7.
- 10.2 No person other than the Parties (including their respective assigns and/or transferees) shall have any right under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) to enforce or enjoy the benefit of any provisions of this Agreement.

11. **Termination and Rights**

11.1 Any termination of this Agreement:

- (a) shall not affect any accrued rights and obligations of each Party (including the right to damages for any antecedent breach by any Party); and
- (b) termination shall be without prejudice to the continued application of Clause 1 (*Definitions and Interpretations*), Clause 6 (*Confidentiality*), Clause 7 (*Notices*), Clause 8 (*Costs and Expenses*), Clause 10 (*Governing Law and Jurisdiction*) and this Clause 11 which shall remain in full force and effect.

11.2 To avoid any doubt, the rights of each and every Party under this Agreement are cumulative and do not exclude or restrict any other rights (except as otherwise provided in this Agreement).

12. **Declaration of Independence**

12.1 The Subscriber and its ultimate beneficial owners are independent third parties not connected with the Company or the Listco Group or their connected persons (as defined in the Listing Rules).

12.2 The terms and conditions of this Agreement are arrived at after arm's length negotiations between the Parties.

IN WITNESS WHEREOF this Agreement has been duly executed by the Parties on the date first above written.

[EXECUTION]

The Company

SIGNED by

director having been duly authorised
by the Board of Directors of
**VALUE CONVERGENCE HOLDINGS
LIMITED**

in the presence of:-

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)
)
)
)
)
)

A handwritten signature in black ink, appearing to be 'A. R. G.', written over a horizontal line.

The Subscriber

SIGNED by

director having been duly authorised
by the board of directors of
MONOCHROME CORPORATION PTY LTD
in the presence of:-

)
)
)
)
)
)
)

[EXECUTION]

The Company

SIGNED by)
)
director having been duly authorised)
by the Board of Directors of)
VALUE CONVERGENCE HOLDINGS)
LIMITED)
in the presence of:-)

The Subscriber

SIGNED by Yew Zi Quan)
)
director having been duly authorised)
by the board of directors of)
MONOCHROME CORPORATION PTY LTD)



Yew Zi Quan (Jun 13, 2025 17:17 GMT+8)

Schedule 1

Completion Requirements

1. Obligations of the Company

At Completion, the Company shall deliver to the Subscriber:-

- (a) the original Certificate executed and issued by the Company with the Subscriber named as holder and subscriber of the entire Principal Amount of the Convertible Bonds subscribed by the Subscriber with a true and complete photostatic copy of the executed Instrument for the entire Principal Amount of the Convertible Bonds subscribed by the Subscriber duly certified by a Director of the Company attached thereto;
- (b) a certified true copy of the resolutions of the Board of Directors of the Company approving the Transaction and authorising the execution of this Agreement, the Instrument, and issuance and allotment of the Conversion Shares; and
- (c) the Transaction Documents executed by the Company.

2. Obligations of the Subscriber

At Completion, the Subscriber shall:

- (a) settle and discharge the Consideration in accordance with Clause 2; and
- (b) deliver to the Company a certified true copy of the resolutions of the board of directors of the Subscriber (if applicable) approving the Transaction and the compliance with the Transaction Documents.

Schedule 2

Company's Warranties

The Company warrants, represents and undertakes that:

1 Accounts and Accounting Practices

- 1.1 The Accounts were prepared in accordance with the Hong Kong Financial Reporting Standards issued by the Hong Kong Institute of Certified Public Accountants and showed a true and fair view of the state of affairs of the Company and of its results and profits for the financial periods concerned.
- 1.2 Save as having already been disclosed by the Company, the Company has not entered into any guarantee or commitment, and does not have any liability (whether actual or contingent) which has not been or will not be (as appropriate) disclosed, noted or provided for in any audited or management accounts.
- 1.3 The Company does not have, and is not subject to, any Encumbrance or liability (whether actual or contingent) which has not been disclosed in any audited or management accounts.
- 1.4 All financial statements and records of the Company are accurate, proper and not misleading, and all financial assumptions made by the Company are reasonable and made *bona fide*.

2 Corporate Matters

- 2.1 The Company has been duly organised as a limited liability company and is validly existing under the laws of Hong Kong and no order has been made or petition presented or resolution passed for the winding up of the Company and no distress, execution or other process has been levied on any of its assets.
- 2.2 All issued Shares of the Company are paid up or credited as fully paid up.
- 2.3 There are no, and there shall not be any, restriction on the issuance or allotment of Conversion Shares by the Company, whether under its bye-laws or otherwise.
- 2.4 The register of members and the register of Directors of the Company are up to date and contain true and accurate records of all matters required to be dealt with therein and the Company has not received any notice of any application or intended application under the applicable laws for rectification of the Company's register.

3 **Litigation**

- 3.1 Save as having already been disclosed by the Company, the Company is not engaged whether as plaintiff or defendant or otherwise in any ongoing civil, criminal or arbitration proceedings or any proceedings before any tribunal.

4 **Other Matters**

- 4.1 The Company has full power and capacity to enter into and perform its obligations under this Agreement and in the Transaction. Upon issue, the Convertible Bonds shall constitute legal, valid and binding obligations of the Company and enforceable against the Company.
- 4.2 The Company has made full material disclosure, and there has not been any material omission, of any of its material corporate particulars.
- 4.3 The facts and information of and relating to the Company as set out in the Recitals, the Schedules and/or such documents attached hereto (if any) are true and all information which has been provided in writing to the Subscriber was when given and is now true and accurate in all material respects.

Schedule 3

Subscriber's Warranties

The Subscriber warrants, represents and undertakes that:

1. The Subscriber has full capacity to enter into this Agreement and to exercise his (its) rights and perform his (its) obligations hereunder without any further sanction or consent, and this Agreement will, when executed by him (it), constitute a legal and valid agreement binding on him (it) and enforceable against him in accordance with the terms thereof.
2. Except otherwise specified in this Agreement, the execution, delivery and performance of this Agreement by the Subscriber do not and will not violate in any respect any provision of (a) any law or regulation or any order or decree of any governmental authority, agency or court to in which the Subscriber is subject or by which the Subscriber or any of its property or asset is bound; (b) the laws and documents incorporating and constituting the Subscriber prevailing as at the date of this Agreement and as at Completion; or (c) any mortgage, contract or other undertaking or instrument to which the Subscriber is a party or which is binding upon any of its property or asset, and does not and will not result in the creation or imposition of any Encumbrance on any of the property or asset of the Subscriber pursuant to the provisions of any such mortgage, contract or other undertaking, or instrument.
3. Save as expressly provided or contemplated by this Agreement, no waivers, consents or approvals of any relevant governmental or regulatory authorities or other relevant third parties are required by the Subscriber in connection with the entry into and the implementation and completion of this Agreement by the Subscriber, and no filings with any governmental regulatory authorities or other relevant third parties are required on the part of the Subscriber for the entering into and the implementation of this Agreement.

Schedule 4
The Instrument