

---

**PLACING AGREEMENT**

---

dated

**16 FEBRUARY 2021**

by

華彩控股有限公司  
**CHINA LOTSYNERGY HOLDINGS LIMITED**

Company

and

基石證券有限公司  
**CORNERSTONE SECURITIES LIMITED**

Placing Agent

**Baker  
McKenzie.**

貝克·麥堅時律師事務所

**Baker & McKenzie**  
14th Floor, One Taikoo Place  
979 King's Road, Quarry Bay  
Hong Kong SAR

香港鰂魚涌英皇道 979 號  
太古坊一座 14 樓  
[www.bakermckenzie.com](http://www.bakermckenzie.com)

## Placing Agreement

This Agreement is dated 16 February 2021

### Between

- (1) 華彩控股有限公司 **CHINA LOTSYNERGY HOLDINGS LIMITED**, a limited company incorporated in Bermuda whose shares are listed and traded on the Main Board of the Stock Exchange (stock code: 1371), the registered address of which is situated at Victoria Place, 5th Floor 31 Victoria Street, Hamilton HM 10, Bermuda and its place of business in Hong Kong is situated at Unit 3308, 33rd Floor, Office Tower, Convention Plaza, 1 Harbour Road, Wan Chai, Hong Kong (the “**Company**”); and
- (2) 基石證券有限公司 **CORNERSTONE SECURITIES LIMITED**, a company incorporated in Hong Kong with limited liability whose registered office is situated at Room 802, 8/F, Lee Garden Five, 18 Hysan Avenue, Causeway Bay, Hong Kong (the “**Cornerstone**” or the “**Placing Agent**”). The Placing Agent is a registered institution as defined in the SFO and registered with the SFC under Central Entity number BGK635 and is licensed to conduct Type 1 (dealing in securities) and Type 4 (advising on securities) regulated activities under the SFO.

### WHEREAS:

- A. As at the date of this Agreement, the Company has an authorised share capital of HK\$40,000,000, divided into 1,600,000,000 shares of HK\$0.025 each, and a total of 1,029,480,733 Shares are in issue.
- B. The Company proposes to offer for subscription of the Rights Shares to be listed on the Stock Exchange and traded in Hong Kong dollars at the Subscription Price by way of a rights issue on the basis of two (2) Rights Shares for every one (1) existing Share held by the Shareholders on the Record Date on the terms to be set out in the Prospectus Documents.
- C. As at the date of this Agreement, the total number of existing Shares is 1,029,480,733, and:
  - a. assuming there is no change of total number of issued Shares from the date of this Agreement to the Record Date, a maximum of 2,058,961,466 Rights Shares will be available for subscription by the Shareholders under the Rights Issue;
  - b. assuming there is no change of total number of issued Shares from the date of this Agreement to the Record Date other than the full exercise of conversion rights under the outstanding New Option 1 Bonds (as defined in the Announcement), a maximum of 2,207,541,466 Rights Shares will be available for subscription by the Shareholders under the Rights Issue.
- D. The Company proposes to make arrangements to dispose of the Rights Shares to be provisionally allotted and not validly accepted or applied for by the Shareholders by PALs or by means of excess application forms (“**EAFs**”).
- E. Subject to the results of valid acceptance or applications for the Rights Shares through PALs and EAFs, the Company proposes to make arrangements to dispose of the Untaken Shares to independent placees. If all the Rights Shares are already fully taken up in the Rights Issue whether through valid acceptance or applications by PAL(s) or EAF(s) (as the case may be), the Placing will not proceed.
- F. Assuming that (i) Ms. Lau (as defined below) takes up all the Rights Shares to be provisionally allotted to her under PAL in respect of the Shares held by her; (ii) Ms. Lau applies for the minimum number of excess Rights Shares as committed by her under the irrevocable

undertaking given by her in respect of the Rights Issue; (iii) no other Shareholders subscribes for any excess Rights Shares; and

- a. assuming there is no change of total number of issued Shares from the date of this Agreement to the Record Date, the total number of the Untaken Shares will be 1,258,961,466;
  - b. assuming there is no change of total number of issued Shares from the date of this Agreement to the Record Date other than the full exercise of conversion rights under the outstanding New Option 1 Bonds on or before the Record Date, the total number of the Untaken Shares will be 1,407,541,466.
- G. The Placing Agent has been appointed as agent of the Company to procure, on a best effort basis, subscription for the Placing Shares (i.e. the Untaken Shares) at the Placing Price upon the terms and subject to the conditions set out in this Agreement.
- H. The Company will make or has made an application to the Listing Committee of the Stock Exchange for the listing of, and permission to deal in, the Rights Shares on the Main Board of the Stock Exchange.

## **IT IS HEREBY AGREED:**

### **1. Definitions and interpretation**

- 1.1 In this Agreement, including its recitals and schedules, unless the context otherwise requires:

“**2012 Share Option Scheme**” means the share option scheme of the Company adopted by the Shareholders at the annual general meeting of the Company held on 18 May 2012.

“**Announcement**” means the announcement to be dated on a date to be agreed by the Company and the Placing Agent in the agreed form containing, among other things, details of the proposed Rights Issue which is proposed to be released by the Company and published on the Stock Exchange's website;

“**Board**” means the board of Directors of the Company or a duly constituted and authorised committee thereof;

“**Business Day**” means any day on which banks generally are open for business in Hong Kong (other than Saturday, Sunday, public holiday and any day on which a tropical cyclone warning No. 8 or above is hoisted or remains hoisted between 9:00 a.m. and 12:00 noon and is not lowered at or before 12:00 noon or on which a “black” rainstorm warning signal is hoisted or remains in effect between 9:00 a.m. and 12:00 noon and is not discontinued at or before 12:00 noon);

“**CCASS**” means the Central Clearing and Settlement System operated by Hong Kong Securities Clearing Company Limited;

“**Circular**” means the circular to be despatched to the Shareholders in respect of, among other things, the Rights Issue and the Placing;

“**Commencement Date**” means Friday, 30 April 2021, being the second Business Day following the day on which the Latest Time for Acceptance or such other date as the Company may announce;

“**Companies Ordinance**” means the Companies Ordinance (Cap. 622 of the Laws of Hong Kong), as amended or supplemented from time to time;

“**Completion**” means issuance of the Placing Shares by the Company in accordance with Clause 4;

“**Completion Date**” means the date on which Completion is required to take place in accordance with Clause 4;

“**Director(s)**” means the directors of the Company from time to time;

“**EAF(s)**” means the form(s) of application for the Excess Rights Shares;

“**Existing Convertible Bonds**” means the Hong Kong dollar denominated unsecured convertible bonds with an outstanding principal amount of HK\$148,580,000 issued by the Company on 7 April 2017 (as the same may from time to time be amended and/or supplemented).

“**General Rules**” means General Rules of CCASS issued by Hong Kong Securities Clearing Company Limited from time to time;

“**Group**” means the Company and its Subsidiaries and the expression “**member of the Group**” shall be construed accordingly;

“**HK\$**” means Hong Kong dollars, the lawful currency of Hong Kong;

“**Hong Kong**” means the Hong Kong Special Administrative Region of the People’s Republic of China;

“**Indemnified Parties**” has the meaning given to it in Clause 7.3;

“**Latest Time for Acceptance**” means 4:00 p.m. on Wednesday, 28 April 2021, or such other time and date as the Company may announce, being the latest time for the acceptance of, and payment for, the Rights Shares;

“**Listing Rules**” means the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited;

“**Material Adverse Effect**” means, in relation to any act, action, omission or event, (i) a material adverse effect on the condition (financial or other), prospects, results of operations, business, management, properties or general affairs of the Company or the Group taken as a whole, (ii) a material and adverse effect on the ability of the Company to perform its obligations under this Agreement, or (iii) which is material in the context of the Placing, and “**material**” and “**material respect**” shall be construed taking into regard any adverse effect on the ability of the Company to perform its obligations under this Agreement;

“**Ms. Lau**” means Ms. Lau Ting (劉婷), a substantial Shareholder;

“**Non-Qualifying Shareholder(s)**” means the Overseas Shareholders whom the Board, based on legal advice provided by legal advisers, considers it necessary or expedient to exclude on account either of the legal restrictions under the laws of the place of his/her/their registered address(es) or the requirements of the relevant regulatory body or stock exchange in that place;

“**Overseas Shareholder(s)**” means Shareholders whose name appears on the register of members of the Company on the Record Date and whose address(es) is/are in a place outside Hong Kong, if any;

“**PAL(s)**” means the provisional allotment letter(s) to be issued to the Qualifying Shareholders in connection with the Rights Issue;

“**Parties**” means the named parties to this Agreement and “**Party**” means any of them;

“**Placees**” means any individual, corporate, institutional or other professional investors procured by the Placing Agent to subscribe for any of the Placing Shares pursuant to the terms and conditions under this Agreement;

“**Placing**” means the offer by way of a private placing of the Placing Shares procured by the Placing Agent to the Placees on the terms and subject to the conditions set out in this Agreement;

“**Placing End Date**” means Monday, 3 May 2021, being the third Business Day following and excluding the day on which the Latest Time for Acceptance falls, or such other dates as the Company may announce;

“**Placing Letter**” means the letter in respect of the Placing to be sent by the Placing Agent to the Placees substantially in the form set out in Schedule 1;

“**Placing Long Stop Date**” means 4:00 p.m. on Tuesday, 4 May 2021 (being the next Business Day after the Placing End Date) or such later date as the Company may announce;

“**Placing Period**” means the period commencing on the Commencement Date and terminating at 4:00 p.m. on the Placing End Date;

“**Placing Price**” means the Subscription Price;

“**Placing Shares**” means the Untaken Shares;

“**PRC**” means the People’s Republic of China which, for the purposes of this Agreement, does not include Hong Kong, the Macau Special Administrative Region of the People’s Republic of China and Taiwan;

“**Proceedings**” has the meaning given to it in Clause 13;

“**Prospectus**” means the prospectus to be issued by the Company and despatched to the Shareholders in respect of the Rights Issue containing further details of the Rights Issue;

“**Prospectus Documents**” means the Prospectus (including any supplement or amendment thereto), the PAL and the EAF;

“**Qualifying Shareholder(s)**” means the Shareholder(s) whose name(s) appears on the register of members of the Company on the Record Date;

“**Record Date**” means Tuesday, 13 April 2021 or such other date as the Board may determine, being the date by reference to which the Shareholders’ entitlements to the Rights Issue are to be determined;

“**Rights Issue**” means the proposed offer for subscription of the Rights Shares at the Subscription Price on the basis of two (2) Rights Shares for every one (1) existing Share held by the Shareholders on the Record Date;

“**Rights Share(s)**” means the new Shares to be allotted and issued to the Qualifying Shareholders pursuant to the Rights Issue;

“**Securities Act**” means the United States Securities Act of 1933, as amended;

“**SFC**” means the Securities and Futures Commission of Hong Kong;

“**SFO**” means the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong);

“**SGM**” means a special general meeting of the Company to be convened to consider and, if thought fit, to approve, among other things, the Rights Issue and the Placing;

“**Share(s)**” means ordinary share(s) of HK\$0.025 each in the capital of the Company;

“**Shareholder(s)**” means holder(s) of the Shares;

“**Stock Exchange**” means The Stock Exchange of Hong Kong Limited;

“**Subscription Price**” means the subscription price of HK\$0.10 per Share for the Rights Shares to be offered pursuant to the Rights Issue;

“**Subsidiary**” has the meaning attributed to that term in Sections 13 to 15 of the Companies Ordinance;

“**Third Parties**” has the meaning given to it in Clause 12.1;

“**Third Parties Ordinance**” means the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong), as amended or supplemented from time to time;

“**Third Party Proceedings**” has the meaning given to it in Clause 13.3;

“**Untaken Shares**” means the number of unsubscribed Rights Share(s) not taken up by Qualifying Shareholder(s) or renouncee(s) or transferee(s) of nil paid rights whether under PAL(s) or EAF(s) during the Rights Issue; and

“**%**” means per cent.

1.2 **Interpretation:** In this Agreement, including its recitals and schedules, unless otherwise defined or unless the context or subject matter otherwise requires:

- (a) any reference to parties to this Agreement shall include their respective permitted assignees and successors;
- (b) any reference to Recitals, Clauses or the Schedule is a reference to the recitals and clauses of, and the schedule to, this Agreement;
- (c) the Recitals and Schedules form part of this Agreement and shall be construed and shall have the same full force and effect as if expressly set out in the body of this Agreement;
- (d) words and phrases defined in the Companies Ordinance shall have the same meanings in this Agreement;
- (e) any reference to a statutory provision shall include a reference to that provision as amended or re-enacted from time to time;
- (f) headings are inserted for convenience only and shall be ignored in construing this Agreement;
- (g) the singular includes the plural and vice versa, words importing gender or the neuter include both genders and the neuter;
- (h) any reference to dates or times is a reference to a date or time in Hong Kong;
- (i) any reference to persons shall include individuals, bodies corporate (wherever incorporated), unincorporated associations, all forms of governmental body or authority, or any association or partnership (whether or not having a separate legal personality) of two or more of the foregoing;
- (j) any 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 it may have been, or may be, amended, varied, novated or supplemented;

- (k) any reference to a document being “in the agreed terms” means that documents in the terms agreed between the Parties and, for the purpose of identification, signed by them or on their behalf, or such document in such other terms as may be agreed in writing by the Parties from time to time in substitution for or in variation of such document;
- (l) the rule known as the *ejusdem generis* rule shall not apply. Accordingly general words introduced or followed by the word “other” or “including” or “in particular” shall not be given a restrictive meaning because they are followed by particular examples intended to fall within the meaning of the general words; and
- (m) all warranties, representations, indemnities, covenants, agreements and obligations given or entered into by more than one person are given or entered into jointly and severally.

## **2. Appointment of the Placing Agent**

- 2.1 The Company hereby, subject to the conditions set out in this Agreement and the Placing Letter, appoints the Placing Agent and the Placing Agent agrees to act as the placing agent for the Company during the Placing Period to procure, on a best effort basis, the Placees to subscribe for the Placing Shares at the Placing Price on the terms and subject to the conditions set out in this Agreement.
- 2.2 The Company hereby acknowledges that the Placing Agent may in turn appoint other placing agents to procure subscriber(s) for the Placing Shares and that such agents shall be agents of the Company relating to the Placing.
- 2.3 The Company hereby confirms that this appointment confers on the Placing Agent, in accordance with the provisions of this Agreement, all powers, authorities and discretion on behalf of the Company which are necessary for, or reasonably incidental to, the Placing and hereby agrees to ratify and confirm everything which the Placing Agent may lawfully, reasonably and properly do in the exercise of such powers, authorities and discretion in accordance with this Agreement.
- 2.4 The Company shall issue the Placing Shares pursuant to the Placing free from all liens, charges and encumbrances and together with all rights attaching to them as at the Completion Date, including the right to receive all dividends declared, made or paid on or after the Completion Date.
- 2.5 The choice of Placees for the Placing Shares shall be determined solely by the Placing Agent who procures such Placees, subject to the requirements of the Listing Rules (in particular that the Placing Agent shall use its reasonable endeavours to ensure that (i) the Placees procured by it (or their ultimate beneficial owners) shall be third parties independent from, and not connected with, the Company and the connected person of the Company (as defined in the Listing Rules)), and independent from, and not acting in concert with, Ms. Lau and (ii) no placee shall become a substantial shareholder of the Company and any party acting in concert with the Ms. Lau immediately following the Placing.
- 2.6 The Placing Agent shall use its reasonable endeavours to provide, or procure the provision of, any information or documents as may be required by the Stock Exchange, the SFC and the Registrar of Companies in Hong Kong and/or any applicable regulatory body or governmental body in connection with the Placing.
- 2.7 Any transaction legally, properly and reasonably carried out by the Placing Agent (and any sub-placing agent referred to in Clause 2.2 under and in accordance with this Agreement on behalf of the Company (and not as principal)) shall constitute a transaction carried out at the request of the Company and as its agent and not in respect of the Placing Agent’s own account and the

Placing Agent shall not be responsible for any loss or damage to any persons (including the Company) arising from any such transaction.

- 2.8 The Placing Shares shall be offered by the Placing Agent at the Placing Price per each Placing Share as agent for the Company (together with any SFC transaction levy and Stock Exchange trading fee as may be payable by subscribers) during the Placing Period.
- 2.9 By no later than 4:00 p.m. on the date which the Placing Period ends, each Placing Agent shall deliver to the Company a schedule showing details of the Placees including their names, jurisdiction of incorporation (if a corporation), addresses (or registered address if a corporation) and the number of Placing Shares agreed to be subscribed by each Placee.

### **3. Conditions**

- 3.1 The Parties agree that if all the Rights Shares are already fully taken up in the Rights Issue whether through valid applications by PAL(s) or EAF(s), the Placing will not proceed.
- 3.2 The obligations of the Placing Agent and the Company under this Agreement are conditional upon the following conditions being fulfilled:
- (a) the passing by the Shareholders of all necessary resolutions to be proposed at SGM for the transactions contemplated under this Agreement (including the specific mandate);
  - (b) the grant by the Listing Committee of the Stock Exchange of the approval for the listing of, and permission to deal in, the Placing Shares (subject to customary conditions) and such approval not having withdrawn or revoked; and
  - (c) the Rights Issue becoming unconditional.
- 3.3 None of the Conditions is capable of being waived in whole or in part by any Party.
- 3.4 The Company shall use its reasonable endeavours to procure the fulfilment of the Conditions and if the said conditions are not fulfilled on or before the Placing Long Stop Date, this Agreement will lapse and become null and void and the Parties shall be released from all obligations under this Agreement, save the liabilities for any antecedent breaches hereof.

### **4. Completion**

- 4.1 Subject to the fulfilment of conditions to the Placing pursuant to Clause 3, the Completion shall take place at 4:00 p.m. on the next Business Day after the Placing End Date (or such later date as the Company may announce).
- 4.2 At Completion, the Placing Agent (or its nominees or agents) shall make or procure the making of payments to the Company in Hong Kong dollars of the aggregate Placing Price of such Placing Shares placed by it (less the amounts referred to in Clause 6.1(a)), the payment of which shall constitute a complete discharge of the obligations of such Placing Agent to place, on a best effort basis, the Placing Shares under this Agreement and such payment shall be made for value on the Completion Date to such bank account held by the Company with a bank in Hong Kong as may be notified by the Company to the Placing Agent at least one Business Day before the Completion Date.
- 4.3 Upon receipt of the written confirmation from the Placing Agent that the relevant Placing Price has been duly paid in the manner set out in Clause 4.2 no later than 09:30 a.m. on one (1) Business Day immediately prior to the Completion Date (or otherwise as agreed between the Parties), the Company shall:
- (a) issue and allot to, or for the benefit of, the Placees such number of the Placing Shares, credited as fully paid and ranking pari passu in all respects among themselves and with



the existing Shares then in issue, subscribed for by them and shall procure that the Placees or, as appropriate, HKSCC Nominees Limited, are registered on the register of members of the Company in Hong Kong in respect thereof; and

- (b) provide to the Placing Agent evidence satisfactory to such Placing Agent that the Company has issued the relevant share certificate(s) in the name of HKSCC Nominees Limited and delivered such share certificates to Hong Kong Securities Clearing Company Limited for credit to the CCASS accounts in accordance with the Placee's details as provided by such Placing Agent prior to the dealing of the Placing Shares.

## **5. Undertakings**

- 5.1 The Company hereby undertakes to use its reasonable endeavours and to the extent legally permissible, to provide the Placing Agent, at its request, with all such necessary information known to it and relating to the Group as may be reasonably required by the Placing Agent in connection with the Placing.
- 5.2 The Company shall use its reasonable endeavours to procure that particulars of significant new factor known to it which is in its reasonable opinion capable of materially affecting assessment of the Placing Shares in the context of the Placing or successful completion of the Placing which arises between the date hereof and 12:00 noon on the Completion Date shall be provided to the Placing Agent.
- 5.3 The Company undertakes with the Placing Agent that it shall do all such other necessary acts and things as may be reasonably required to be done by it to carry into effect the Placing in accordance with the terms of this Agreement.
- 5.4 The Company shall use its reasonable endeavours to procure that the Shares remain listed and traded on the Stock Exchange at all times prior to Completion.

## **6. Payment of fees, commissions and expenses**

- 6.1 In consideration of the services of the Placing Agent in relation to the Placing, the Company shall pay to the Placing Agent:
  - (a) provided that Completion occurs in accordance with Clause 4, a placing commission, in Hong Kong dollars, of an amount equal to 1.0% of the gross proceeds from the subscription of the Placing Shares actually placed by it under this Agreement;
  - (b) reimbursement for the reasonable expenses properly incurred by it in relation to the Placing (including but not limited to legal expenses, roadshows expenses, marketing expenses and travelling expenses for placing the Placing Shares) with the prior approval of the Company;
  - (c) the Company's SFC transaction levy and Stock Exchange trading fee, if any, as may be payable in respect of the subscription of the Placing Shares by the Placees procured by it; and
  - (d) out-of-pocket expenses properly and reasonably incurred by it in relation to the Placing,which, in the case of 6.1(a) only, such Placing Agent is hereby authorized to deduct from the payment to be made by it to the Company pursuant to Clause 4.2. For the avoidance of doubt, the Company will pay items 6.1(b) to 6.1(d) to the Placing Agent directly without making deductions pursuant to Clause 4.2.
- 6.2 If for any reason the Placing is not completed, the Company shall remain liable for the payment of all costs, charges and expenses referred to in Clauses 6.1(b) to 6.1(d) only to the extent already incurred.

- 6.3 If this Agreement is terminated, the Company shall remain liable to the Placing Agent for the payment of all costs, charges and expenses referred to in Clauses 6.1(b) and 6.1(d) only to the extent already incurred.
- 6.4 The Company hereby acknowledges that, in addition to the commissions, costs, charges and expenses referred to in Clause 6.1, the Placing Agent shall be entitled to keep for its own account any brokerage that it may receive from the Placees.
- 6.5 Save as provided for in Clause 6.1, all payments to be made by the Company or the Placing Agent (as the case may be) pursuant to this Clause 6.1 shall be made in full without any set-off, deduction or withholding whatsoever.

## **7. Representation, warranties and undertakings**

- 7.1 In consideration of the Placing Agent entering into this Agreement and agreeing to perform its obligations hereunder, the Company hereby makes the representations, warranties and undertakings set out in Schedule 2 to the Placing Agent on and as of the date of this Agreement and the Completion Date.
- 7.2 The Company acknowledges that the Placing Agent is entering into this Agreement in reliance upon each of the representations, warranties and undertakings set out in Schedule 2. The Company shall notify the Placing Agent if at any time on or before the Completion Date any of the representations or warranties set out in Schedule 2 ceases to be true and accurate or has become misleading in each case in any material respect or in the event that the Company breaches any undertaking or fails to comply with any obligation under this Agreement in any material respect.
- 7.3 The Company undertakes within ten days after receiving written demand by the Placing Agent to indemnify and hold harmless the Placing Agent or any person appointed as a sub-placing agent pursuant to Clause 2.2 or any of their respective associates (as defined in the Listing Rules) and any of their respective directors, officers and employees which shall have been involved in effecting the Placing (the “**Indemnified Parties**”) from and against any and all losses, claims, damages, liabilities or expenses which any Indemnified Parties may suffer or incur or, in each case, actions in respect thereof, related to or arising out of any Indemnified Parties' role in connection herewith, directly or indirectly arising out of or in connection with the Placing and against all losses and all costs, charges and expenses (including legal fees as they are incurred) which any of the Indemnified Parties may suffer or reasonably incur (except for any loss, costs, charge or expense as finally judicially determined by a court of competent jurisdiction to have resulted from (and then only to the extent of) any fraud, wilful default or gross negligence on the part of the relevant Indemnified Party) (including, but not limited to, all such losses, costs, charges or expenses suffered or incurred in investigating, preparing, disputing or defending any such action or claim, whether or not in connection with a pending or threatened litigation in which such Indemnified Party is a party or any Proceedings). If any Indemnified Parties is subject to tax in respect of any indemnity payable under this Clause 7.3, the sum payable shall be increased to such amount as will ensure that after payment of such tax such Indemnified Party shall be left with a sum equal to the amount that it would have received in the absence of such charge to tax (after giving credit for any tax relief available in respect of the matter giving rise to the indemnity). The obligations of the Company under this Clause 7.3 shall be in addition to any liability that the Company may otherwise have.
- 7.4 No claim shall be made against the Placing Agent or any person, appointed as a sub-placing agent pursuant to Clause 2.2, by the Company to recover any damage, cost, charge or expense which the Company may suffer or incur by reason of or arising from the carrying out by such Placing Agent of the work to be done by it pursuant hereto or the performance of its obligations hereunder or otherwise in connection with the Placing PROVIDED THAT such damages, cost,

charges or expense is not suffered or incurred as finally judicially determined by a court of competent jurisdiction to have resulted from any fraud, wilful default or gross negligence on the part of such Placing Agent.

7.5 The Company shall not, and shall use its reasonable endeavours to procure that no member of the Group shall, at any time prior to or on the Completion Date do or omit to do anything which may cause any of the representation and warranties made by it and set out in Schedule 2 to be untrue in any material respect.

7.6 At any time after the date hereof, each of the Parties shall, at the request and cost of the requesting Party, execute or procure the execution of such documents and do or procure the doing of such acts and things as the requesting Party may reasonably require for the purpose of giving to the requesting Party the full benefit of all the provisions of this Agreement.

## **8. Announcements**

Save as expressly required under this Agreement or stated in the Announcement, or as otherwise required by law or the Listing Rules, or as otherwise required by the Stock Exchange or the SFC, no public announcement or communication to the Stock Exchange or the Shareholders concerning the Company and/or its Subsidiaries which is material in relation to the Placing shall be made or despatched by the Company or the Placing Agents between the date of this Agreement and the Completion Date without prior written approval from the Placing Agent and/or the Company (as the case may be) as to the content, timing and manner of making or despatch thereof, such approval not to be unreasonably withheld or delayed.

## **9. Time of the essence**

Any time, date or period mentioned in this Agreement may be extended by mutual agreement between the Placing Agent and the Company but, as regards any time, date or period originally fixed or any date or period so extended as aforesaid, time shall be of the essence.

## **10. Notices**

10.1 Any notice to be given under this Agreement shall be in English and made in writing and may be delivered personally or sent by prepaid letter (airmail if overseas) or by email. A notice shall be sent to the addressee (marked for the attention of the appropriate person) at its address or email address set out below or to such other address or email address as may be notified by such addressee to the other Parties from time to time for the purposes of this Clause.

10.2 Notices shall be given as follows:

### **To the Company:**

address: Unit 3308, 33rd Floor, Office Tower, Convention Plaza, 1 Harbour Road, Wan Chai, Hong Kong

email address: [victorwong@chinalotsynergy.com](mailto:victorwong@chinalotsynergy.com)

marked for the attention of: Victor Wong, Company Secretary

### **To the Placing Agent:**

#### **Cornerstone**

address: Room 802, 8/F, Lee Garden Five, 18 Hysan Avenue, Causeway Bay, Hong Kong

email address: aries.lai@csllsec.com

marked for the attention of: Aries Lai, Executive Director

10.3 A notice shall be deemed to have been served:

- (a) if personally delivered, at the time of delivery;
- (b) if posted, if to an addressee within the same country, two (2) Business Days (or if to an addressee in a different country, five (5) Business Days, where it shall be sent by airmail) after the envelope containing the notice was delivered into the custody of the postal authorities; or
- (c) if delivered by email, at the time of delivery;

PROVIDED THAT where, in the case of delivery by hand or by email, such delivery occurs after 6:00 p.m. (local time) on a Business Day or on a day which is not a Business Day in the place of receipt, service shall be deemed to occur at 9:00 a.m. (local time) on the next following Business Day in such place.

10.4 In proving service, it shall be sufficient to prove that personal delivery was made or that the envelope containing the notice was properly addressed and delivered into the custody of postal authorities authorised to accept the same, or if sent by email, by receipt of an automated delivery receipt or confirmation of receipt from the relevant server .

## 11. General provisions

11.1 Further Assurance: Each Party agrees to perform (or procure the performance of) all further acts and things, and execute and deliver (or procure the execution and delivery of) such further documents, as may be required by law or as may be necessary or reasonably desirable to implement and/or give effect to this Agreement and the transactions contemplated by it.

11.2 Entire Agreement: Subject to any terms implied by law, this Agreement (together with any document described in or expressed to be entered into in connection with this Agreement) represents the whole and only agreement between the Parties in relation to the Placing and supersedes any previous agreement (whether written or oral) between the Parties in relation to the subject matter of any such document save that nothing in this Agreement shall exclude any liability for, or remedy in respect of, fraudulent misrepresentation.

11.3 Remedies Cumulative: Any right, power or remedy expressly conferred upon any Party under this Agreement shall be in addition to, not exclusive of, and without prejudice to all rights, powers and remedies which would, in the absence of express provision, be available to it; and may be exercised as often as such Party considers appropriate.

11.4 Waivers: No failure, relaxation, forbearance, indulgence or delay of any Party in exercising any right or remedy provided by law or under this Agreement shall affect the ability of that Party subsequently to exercise such right or remedy or to pursue any other rights or remedies, nor shall such failure or delay constitute a waiver or variation of that or any other right or remedy. No single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy.

11.5 Severability: The Parties intend that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws applied in each jurisdiction in which enforcement is sought. If any particular provision or part of this Agreement shall be held to be invalid or unenforceable, then such provision shall (so far as invalid or unenforceable) be given no effect and shall be deemed not to be included in this Agreement but without invalidating any of the

remaining provisions of this Agreement. The Parties shall use all reasonable endeavours to replace the invalid or unenforceable provisions by a valid and enforceable substitute provision the effect of which is as close as possible to the intended effect of the invalid or unenforceable provision.

- 11.6 Variation: No variation of any of the terms of this Agreement (or of any document described in or expressed to be entered into in connection with this Agreement) shall be effective unless such variation is made in writing and signed by or on behalf of each of the Parties. The expression “**Variation**” shall include any variation, supplement, deletion or replacement however effected.
- 11.7 Assignment: This Agreement shall be binding upon, and inure to the benefit of, the Parties and their respective successors and permitted assigns. No Party shall take any steps to assign, transfer, charge or otherwise deal with all or any of its rights and/or obligations under or pursuant to this Agreement without the prior written consent of the other Parties. In the absence of the prior written consent of the Parties, this Agreement shall not be capable of assignment.
- 11.8 Counterparts: This Agreement may be executed in any number of counterparts all of which, taken together, shall constitute one and the same agreement. Any Party may enter into this Agreement by executing any such counterpart.
- 11.9 Provisions to Survive Completion: All provisions of this Agreement shall so far as they are capable of being performed or observed continue in full force and effect notwithstanding Completion except in respect of those matters already performed.
- 11.10 No fiduciary duty: The Company acknowledges and agrees that the Placing Agent is acting solely pursuant to a contractual relationship with the Company on an arm's length basis with respect to the Placing (including in connection with determining the terms of the Placing) and that in connection with the Placing and the process leading to such transaction, the Placing Agent has not acted as and is not a financial adviser or a fiduciary of the Company or the Company's stockholders, creditors, employees, affiliates or any other party. The Placing Agent has not assumed and will not assume an advisory or fiduciary responsibility in favour of the Company with respect to the Placing or the process leading to the Placing (irrespective of whether the Placing Agent has advised or is currently advising the Company on other matters) and the Placing Agent does not have any obligation to the Company with respect to the Placing except the obligations expressly set out in this Agreement. The Company further acknowledges and agrees that the Placing Agent and their respective affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Company and that none of the Placing Agents has provided any legal, accounting, regulatory or tax advice with respect to the Placing.

## 12. **Third party rights**

- 12.1 Subject to Clause 12.2, any person appointed as a sub-placing agent by any Placing Agent pursuant to Clause 2.2 or any associates (as defined in the Listing Rules) of the Placing Agents or sub-placing agents and any of their or any of the Placing Agent's respective directors, officers and employees which shall have been involved in effecting the Placing (“**Third Parties**”) may enforce the terms and accordingly shall have the benefit of those provisions in this Agreement (including the provisions of Clause 7.3) which are, or are stated to be, for their benefit, subject to and in accordance with the provisions of the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) (“**Third Parties Ordinance**”).
- 12.2 The Parties may by agreement terminate or vary the terms of this Agreement (including this Clause 12) at any time and in any way without the prior consent of or notice to any Third Party.

12.3 Except as provided in Clause 12.1, the terms of this Agreement are not intended to be enforceable by virtue of the Third Parties Ordinance by any person who is not a Party.

### **13. Governing law and jurisdiction**

13.1 Governing Law: This Agreement shall be governed by and construed and take effect in accordance with the laws of Hong Kong.

13.2 Jurisdiction: With respect to any question, dispute, suit, action or proceedings arising out of or in connection with this Agreement (“**Proceedings**”), each Party hereby irrevocably submits to the non-exclusive jurisdiction of the courts of Hong Kong.

13.3 Nothing in this Agreement precludes any Party from bringing Proceedings in any other jurisdiction nor will the bringing of Proceedings in any one or more jurisdictions preclude the bringing of Proceedings in any other jurisdiction.

### **14. Waiver of Immunity**

To the extent that, in the courts of any jurisdiction, any Party may claim for itself or its revenues or assets (irrespective of their use or intended use) immunity on the grounds of sovereignty or other similar grounds from suit; jurisdiction of any court; relief by way of injunction, order for specific performance or for recovery of property; attachment (whether in aid of execution, before judgment or otherwise); execution or enforcement of any judgment or other legal process to which it or its revenues or assets might otherwise be entitled in any Proceedings (whether or not claimed), and to the extent that in any such jurisdiction there may be attributed to itself or its revenues or assets such immunity, that Party irrevocably agrees not to claim such immunity and irrevocably waives such immunity to the full extent permitted by the laws of such jurisdiction.

## Schedule 1

### Placing Letter

*[ON THE LETTERHEAD OF PLACING AGENT]*

### Private & Confidential

[DATE]

TO: [•]

ATTN: [•]

FAX: [•]

Dear Sirs

**Placing (the “Placing”) of [•] ordinary shares with par value of HK\$0.025 each (the “Shares”) in the capital of China LotSynergy Holdings Limited (the “Company”) at a placing price of HK\$0.10 per Share (the “Placing Price”)**

Cornerstone Securities Limited (“we” or “us”) has been appointed by the Company to act as its placing agent in relation to the Placing. For the purposes of this letter, references to “you” are deemed to be references to you and/or (as applicable) any person acting on your behalf, any person on whose behalf you are acting, each of your and their respective ultimate beneficial owners and, if you are a broker, any placees, and the word “your” shall be construed accordingly.

We refer to the telephone conversation between your representative and our representative in relation to the Placing, whereby an oral contract was concluded between you and us, acting as agent on behalf of the Company. This letter sets out in writing the terms of the oral contract, which are subject to the terms in the placing agreement dated 29 January 2021 entered into between the Company and us (the “Placing Agreement”).

#### 1. Agreement to Subscribe for the Allocated Shares

- 1.1 You have agreed to subscribe for [•] Shares (the “Allocated Shares”) in cash and to make payment for the Allocated Shares (being the full amount of the consideration representing the aggregate Placing Price for the Allocated Shares, together with the Securities and Futures Commission of Hong Kong (the “SFC”) transaction levy of 0.0027% (rounded to the nearest cent) and The Stock Exchange of Hong Kong Limited (the “Stock Exchange”) trading fee of 0.005% (rounded to the nearest cent) and brokerage thereon (collectively, the “Total Consideration”) by [9:30 a.m.] on [•] (the “Closing Date”) subject, unless we agree with you otherwise in writing, to the Placing having become unconditional and not having been terminated in accordance with its terms.
- 1.2 You will receive a separate trade confirmation of the Allocated Shares and the Total Consideration payable by you.
- 1.3 Payment of the Total Consideration shall constitute authority and instructions to us upon the allotment and issue to you of the Allocation Shares, to pay the Total Consideration to the Company which shall not carry any interest.

- 1.4 If there is any delay in payment of the Total Consideration, we may at our option (but not obliged) to elect either:
- (A) to be deemed to have your instructions and authority to pay on your behalf the Total Consideration for the Allocated Shares, in which event you will reimburse us therefor and, in addition, will pay to us default interest at the rate of [four] per cent per annum above the best lending rate for Hong Kong dollars quoted by The Hongkong and Shanghai Banking Corporation Limited from time to time; or
  - (B) to terminate the contract recorded in this letter and in such event all obligations and liabilities on the part of the Company, or ourselves arising in connection herewith shall cease and determine but without prejudice to any claim which the Company or we may have against you arising out of your failure to comply with your obligations hereunder.

## 2. Settlement

- 2.1 Settlement of the Allocated Shares will be made on a delivery-versus-payment basis no later than [9:30 a.m.] on the Closing Date through the Central Clearing and Settlement System (“CCASS”) in Hong Kong.

Our CCASS account details are as follows:

CCASS Participant Name:	[•]
CCASS Participant ID:	[•]
Securities A/C No.:	[•]
Contact Person:	[•]

- 2.2 All Allocated Shares have been or will be deposited in CCASS, therefore no share certificates will be issued to you. We have your irrevocable authority to arrange for and/or effect registration of the Allocated Shares allocated to you in the name of HKSCC Nominees Limited for credit into your investor participant stock account or your designated CCASS participant’s stock account as shown on your account opening record. The Company and we shall have the right not to allocate any Shares to you and the Allocated Shares may, at our discretion, be allocated to other places should you fail to have enough cash in your account. If we choose in our sole discretion not to exercise this right, the Allocated Shares will be credited to our CCASS account (as your nominee) and the costs of any subsequent transfer to you (or your nominee) will be payable by you.

## 3. Obligations being Unconditional

- 3.1 The Placing is subject to the various conditions set out in the Placing Agreement. You have acknowledged that:
- (A) you are fully aware of all such conditions;
  - (B) your obligation to subscribe for the Allocated Shares is unconditional except if the Placing Agreement is terminated or if, the conditions to which the Placing is subject have not been fulfilled on or before Tuesday, 4 May 2021, at which your obligation to subscribe for the Allocated Shares will cease and any amount paid by you hereunder will be repaid to you without interest.



#### 4. **Representations, Acknowledgements and Undertakings**

4.1 By agreeing to subscribe for the Allocated Shares, you represent and acknowledge to us on the date of this letter and on the Closing Date that:

- (i) you:
  - A. are a “professional investor” for the purposes of the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong);
  - B. are not, and will not immediately after completion of the Placing be, a connected person (as defined in the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (the “**Listing Rules**”)) of the Company or an associate (as defined in the Listing Rules) of any connected person (as defined in the Listing Rules) of the Company;
  - C. are, and will immediately after completion of the Placing be, independent of the Company and its subsidiaries, their respective directors, promoters, supervisors, shareholders and chief executives, and the respective associates (as defined in the Listing Rules) of such directors, promoters, supervisors, shareholders and chief executives; and
  - D. are not, and will not immediately after completion of the Placing be, acting in concert (as defined in the Hong Kong Codes on Takeovers and Mergers and Share Buy-backs) in relation to the Company with any of the persons referred to in (B) and (C) above;
- (ii) the subscription by you of the Allocated Shares is not and will not be financed directly or indirectly by any core connected person (as defined in the Listing Rules) of the Company and you are not accustomed to take instructions from any core connected person (as defined in the Listing Rules) of the Company in relation to the acquisition, disposal, voting or other disposition of any securities of the Company;
- (iii) you will provide all necessary assistance required by us or the Company in meeting our and their respective obligations to provide information regarding the places of the Allocated Shares as required by the Stock Exchange and/or the Securities and Futures Commission of Hong Kong and/or any relevant regulatory authority or governmental agency;
- (iv) you are subscribing for the Allocated Shares for your own account or for one or more account(s) for investment purposes only and not with a view to the distribution of the Allocated Shares. You exercise sole investment discretion over such account(s) and have full power to make the acknowledgements, representations, undertakings and agreements contained in this letter on behalf of such account(s);
- (v) you will not offer or sell any of the Allocated Shares which may be acquired in any jurisdiction or in any circumstances in which such offer or sale is not authorised or to any person to whom it is unlawful to make such offer, sale or invitation except under circumstances that will result in compliance with all applicable laws and regulations. In particular, you understand that the Shares have not been and will not be registered under the U.S. Securities Act of 1933 (the “**Securities Act**”) or with any State or other jurisdiction of the United States;
- (vi) you will comply with all applicable legal and regulatory requirements (including without limitation the Listing Rules) in connection with the Placing and the Allocated Shares, and your subscription of the Allocated Shares will not result in any non-compliance with any such requirement (including without limitation the Listing Rules);
- (vii) you were not in the United States at the time the offer was made to you to invest in the Allocated Shares, are not currently within the United States and are not an affiliate of the Company or a

person acting on behalf of such an affiliate and you are subscribing for the Allocated Shares, or the beneficial interest therein, in a transaction made in accordance with Rule 903 or Rule 904 of Regulation S (“**Regulation S**”) under the Securities Act;

(viii) you acknowledge that:

- A. the Allocated Shares are or will be listed on the Stock Exchange and the Company is therefore required to publish certain business and financial information in accordance with the rules and practices of the Stock Exchange and any other securities or stock exchange on which any shares of the Company are listed (collectively, the “**Exchange Information**”), which includes, amongst other things, a description of the Company’s principal activities and the Company’s balance sheet, income statement and cash flow statement and any information relating to the Company and its subsidiaries (if any) which is necessary to enable the holders of the shares of the Company and the public to appraise the position of the Company and its subsidiaries (if any), and that you are able to obtain or access the Exchange Information without undue difficulty;
- B. you have conducted and relied entirely upon your own investigation with respect to the Company and the Allocated Shares;
- C. you have received all financial and other information that you believe is necessary or appropriate in connection with your subscription of the Allocated Shares;
- D. you have consulted your own independent advisors or otherwise have satisfied yourselves concerning, without limitation, the tax, legal, regulatory, currency and other economic considerations related to the investment in the Allocated Shares, and have only relied on the advice of, or have only consulted with, such independent advisers;
- E. you have such knowledge and experience in financial and business matters that you are capable of independently evaluating the merits and risks of an investment in the Allocated Shares;
- F. you have had the opportunity to ask questions concerning the terms and conditions of the subscription of the Allocated Shares;
- G. you have made your investment decision based upon the Exchange Information and your own review, judgment and analysis and not upon any view expressed or information provided by or on behalf of us, any of our affiliates, officers, agents or employees, or any of the officers, agents or employees of any of our affiliates;
- H. you have the ability to bear the economic risk of your investment in the Allocated Shares, have adequate means of providing for your current and contingent needs, have no need for liquidity with respect to your investment in the Allocated Shares, and are able to sustain a complete loss of your investment in the Allocated Shares; and
- I. nothing in this letter or any other materials presented to you in connection with the subscription of the Allocated Shares constitutes legal, tax or investment advice;

(ix) neither we nor any of our affiliates, officers, agents and employees and any of the officers, agents and employees of any of our affiliates (collectively, our “**Affiliates**”) make or have made any warranty, representation or recommendation as to: (A) the merits of the Allocated Shares, the subscription, sale, purchase or offer thereof; or (B) the condition, financial or otherwise, of the Company or its subsidiaries or any other matter relating thereto or in connection therewith;

- (x) nothing from us or any of our Affiliates shall be construed as a recommendation to you to subscribe for the Allocated Shares;
- (xi) you have not relied on any statement, opinion, representation, investigation or due diligence (if any) made or conducted by, or on behalf of, us or any of our Affiliates to induce you to subscribe for the Allocated Shares and that you have and will continue to make your own appraisals of the Placing;
- (xii) you:
  - A. understand that no disclosure or offering document (except for the Prospectus) has been prepared in connection with the Placing; and
  - B. will not hold us or any of our Affiliates responsible for any misstatements in or omissions from any publicly available information concerning the Company, including any Exchange Information.
- (xiii) you had at all relevant times and still have full capacity, power and authority to enter into the contract recorded in this letter to subscribe for the Allocated Shares for your own account and/or for the account(s) of one or more persons for whom you exercise investment discretion and your agreement to do so as recorded herein constitutes your valid and legally binding obligation and is enforceable in accordance with its terms;
- (xiv) you irrevocably authorise us to produce this letter to any interested party in any administrative or legal proceeding or official inquiry with respect to the matters set forth herein;
- (xv) you understand that we, the Company, the placing Agent of the Placing and our and their respective affiliates, and others will rely upon the truth and accuracy of the acknowledgements, representations and agreements made by you in this letter; and
- (xvi) you shall pay to us, on demand, a sum equal to all the losses and liabilities incurred or suffered by us, the Company and/or any of our Affiliates arising out of or in connection with any breach of the selling or transfer restrictions relating to or connected with the subscription, sale or purchase of the Allocated Shares, or any oral contract to subscribe for the Allocated Shares, or any other breach of your obligations hereunder.

#### 5. **Contracts (Rights of Third Parties) Ordinance**

A person who is not a party to this letter has no right under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) to enforce any term of, or enjoy any benefit under, this letter.

#### 6. **Other Terms and Conditions**

Information and personal data provided by you to us in connection with the Placing are required to enable us, the Company, the other placing agent(s) (if any) and our and their respective affiliates, agents, representatives and associates to perform services connected with the Placing and to observe any rules, legal or regulatory requirements including the disclosure of such data to certain regulatory bodies (including the Stock Exchange and the SFC). Your agreement to subscribe for the Allocated Shares constitutes your authorisation to us to disclose to regulatory bodies, the Company, the other placing agent(s) (if any) and our and their respective affiliates, agents, representatives and associates and/or in any administrative or legal proceeding or official inquiry with respect to the Placing all information and personal data provided by you to us in connection with the Placing. This letter constitutes confirmation of a pre-existing oral contract which, subject to our termination rights herein, remains in force regardless of whether or not you sign and return this letter. The oral contract concluded between you and us as recorded in this

letter is governed by, and shall be construed in accordance with, the laws of the Hong Kong Special Administrative Region of the People's Republic of China ("**Hong Kong**") and the parties irrevocably agree that any suit, action or proceeding arising out of or in connection with the oral contract or this letter may be brought in the Hong Kong courts and submit to the exclusive jurisdiction of the Hong Kong courts.

7. **Time of the Essence**

Time shall be of the essence in the contract concluded between us. All times referred to in this letter and the attachments hereto shall be references to Hong Kong time.

Please sign and return this letter by not later than 5 p.m. (Hong Kong time) on [•], by email to [•] at [•], with the original to follow as soon as possible, failing which we shall have the right not to allocate any Shares to you. In the event that you are unable to satisfy any of the above, please let us know in writing as soon as possible. Notwithstanding the foregoing, if you fail to sign and return this letter by the deadline mentioned above, you shall be deemed to have agreed to all the terms of this letter and the various representations, warranties and agreements contained herein.

Yours faithfully

For and on behalf of  
Cornerstone Securities Limited

---

[•]  
Authorised Signatory

By signing this letter, we confirm that we have agreed to subscribe for the Allocated Shares on and subject to the terms and conditions set out herein.

Yours faithfully

For and on behalf of  
[•]

---

[•]  
Authorised Signatory

## Schedule 2

### Representations, Warranties and Undertakings of the Company

1. Incorporation: each of the Company and other members of the Group is a company duly incorporated and validly existing under the laws of its jurisdiction of incorporation, is in good standing (where applicable), is not in liquidation or receivership, has full power and authority to own its properties and to conduct its business and is lawfully qualified to do business in those jurisdictions in which business is conducted by it;
2. Validity of this Agreement: this Agreement has been duly authorised, executed and delivered by the Company and constitutes valid, legally binding and enforceable obligations of the Company subject to applicable bankruptcy, insolvency or similar laws affecting creditors' rights generally and general principles of equity;
3. Allotment and issue of Placing Shares:
  - (a) subject to all conditions of the Placing being satisfied, the Company has full power under its Bye-laws to issue the Placing Shares and has not passed any directors' or shareholders' resolutions and has not entered into any contractual obligations (save for this Agreement) which may restrict its ability to issue the Placing Shares required to be issued pursuant to the terms of this Agreement;
  - (b) subject to all conditions of the Placing being satisfied, no approvals, consents or sanctions are required for the allotment and issue of the Placing Shares, and such allotment and issue will not infringe any restriction upon the Company or any other member of the Group or the terms of any contract or commitment whatsoever of the Company or any other member of the Group nor give rise to any obligation under such contract or commitment;
  - (c) the issue of the Placing Shares will be duly authorised, and the Placing Shares will be allotted in accordance with, on the terms of and subject to the conditions set out in, this Agreement and the Bye-laws of the Company; and
  - (d) subject to all conditions of the Placing being satisfied, the Placing Shares will be allotted and issued free from all claims, charges, liens, encumbrances and equities whatsoever, and will rank pari passu in all respects with all of the Shares in issue and the Rights Shares on the date of allotment and issue of the fully paid Placing Shares;
4. Share capital:
  - (a) other than the 2012 Share Option Scheme, any options granted and securities issued pursuant to the 2012 Share Option Scheme and the Existing Convertible Bonds, the Company has no outstanding derivatives, options, warrants, subscription or conversion rights or similar rights which are convertible or exchangeable into Shares; and
  - (b) other than pursuant to the share options granted under the 2012 Share Option Scheme prior to the date of this Agreement and the Existing Convertible Bonds, the Company will not issue, allot, grant or create any Shares, derivatives, options, warrants, subscription or conversion rights or similar rights which are convertible or exchangeable into Shares prior to the Record Date;
5. Laws and Listing Rules: each of the Company and other members of the Group is in compliance with, is not aware of any material breach or potential material breach of, and will comply with all applicable laws and the applicable requirements of the stock exchange(s) on which its equity is listed, in all material respects and the Company will comply with all applicable laws and the

applicable requirements in Hong Kong, including the requirements of the Stock Exchange and the SFC, in connection with the Placing;

6. Compliance: the execution and delivery of this Agreement, the issue of the Placing Shares and the carrying out of the transactions contemplated in this Agreement do not and will not:

- (a) directly or indirectly, and actually or potentially conflict with or result in a breach of any of the terms or provisions of, or constitute a default (nor has any event occurred which, with the giving of notice and/or the lapse of time and/or the fulfilment of any other requirement would result in a default) by the Company or any other member of the Group, under any documents, indenture, contract, lease, mortgage, deed of trust, note agreement, loan agreement or other agreement, obligation, condition, covenant or instrument to which the Company or any other member of the Group is a party or by which any of their respective properties are bound or to which any of the property or assets of the Company or any other member of the Group is subject; or
- (b) infringe any law applicable to the Company or any other member of the Group, or any rules, regulation, requirements, judgment, order, authorisation, licence or decree of or issued by any government, court, regulatory body, administrative agency, governmental body, arbitrator or other authority, domestic or foreign, having jurisdiction over the Company or any other member of the Group, or any of their assets or properties; or
- (c) infringe the rules of any stock exchange on which securities of the Company are listed, except where such breach or default would not have a Material Adverse Effect;

7. Absence of defaults and conflicts: neither the Company nor any other member of the Group is in breach or potential breach, violation or potential violation of, or default (nor has any event occurred which, with the giving of notice and/or lapse of time and/or fulfilment of any other requirement would result in a default by the Company or any other member of the Group) under:

- (a) its constitutional documents;
- (b) this Agreement; or
- (c) any law applicable to the Company or any other member of the Group, or any rules, regulation, requirements, judgment, order, authorisation, licence or decree of or issued by any government, court, regulatory body, administrative agency, governmental body, arbitrator or other authority, domestic or foreign, having jurisdiction over the Company or any other member of the Group, or any of their assets or properties,

except, in the case of (c), where such breach or default would not have a Material Adverse Effect;

8. No debt default: each member of the Group is currently in compliance with all financial covenants in its outstanding indebtedness and is not in breach or potential breach of any provision of such indebtedness, nor will be in breach or potential breach of any provision of such indebtedness following completion of the Placing provided that any breach or violation thereof would not have a Material Adverse Effect;

9. Circular:

- (a) the Circular shall contain all information with respect to the Group and the Placing Shares which is material in the context of the Placing;
- (b) the statements contained in the Announcement and the Circular are in all material respects true, accurate and not misleading;

- (c) the opinions and intentions expressed in the Announcement and the Circular are honestly held, have been reached after due and careful considerations of all relevant circumstances and are based on reasonable assumptions;
- (d) there are no other facts the omission of which would, in the context of the Placing, make any statement in the Announcement or the Circular misleading in any material respect;
- (e) the Announcement and the Circular do not include any untrue statement of a fact, or omit a fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading in any material respect;

**10. Financial statements:**

- (a) the audited consolidated financial statements of the Group for each of the three years ended 31 December 2019 (including the notes thereto) which will be referred to in the Circular (a) gave a true and fair view of the assets and liabilities, and the state of affairs, of the Group as at, and the profit or loss of the Group for the financial years ended, those dates; and (b) made proper provision for all actual liabilities and appropriate provision (or included a note in accordance with good accounting practice) for all deferred or contingent liabilities;
- (b) the unaudited pro forma financial information contained in the Prospectus: (a) was prepared in accordance with Rule 4.29 of the Listing Rules and with reference to Accounting Guideline 7 Preparation of Pro Forma Financial Information for Inclusion in Investment Circulars issued by the Hong Kong Institute of Certified Public Accountants; (b) was prepared on a basis consistent with the accounting policies of the Group; and (c) includes adjustments that are appropriate for the purposes pursuant to Rule 4.29(1) of the Listing Rules; and
- (c) to the best knowledge and belief of the Company, since 31 December 2019, there has been no change (nor any development or event involving a prospective change of which the Company is, or might reasonably be expected to be, aware) which is materially adverse to the condition (financial or other), prospects, results of operations or general affairs of the Company or the Group, respectively;

**11. Contingent liabilities:** save as disclosed in the Circular, there are no outstanding guarantees or contingent payment obligations of the Group in respect of indebtedness, existing or potential litigation, of any party other than a member of the Group which are material in the context of the Placing; each member of the Group is in compliance with all of its obligations under any outstanding guarantees or contingent payment obligations as described in the Circular in all material respects;

**12. Indebtedness:** to the best knowledge and belief of the Company, the information contained in the section headed "Indebtedness" of the Circular accurately reflects the indebtedness of the Group in all material respects as required to be disclosed under the Listing Rules;

**13. Winding up:** No Group member has taken any action to start any legal proceedings, nor any legal proceedings has been started or to the best knowledge and belief of the Company, threatened against any other Group member, for its winding up or dissolution, or for it to enter into any arrangement or composition for the benefit of creditors, or for the appointment of a receiver, trustee, administrator or similar officer of any of them, or any of their respective properties, revenues or assets;

**14. Litigation:** there are no pending or threatened actions, suits or proceedings against or affecting the Company or any other member of the Group or any of their respective properties, which if

determined adversely against the Company or any other member of the Group would individually or in the aggregate have a Material Adverse Effect and, to the best of the Company's knowledge (after due and careful enquiry), no such actions, suits or proceedings are threatened or contemplated, nor is there any fact likely to give rise to any such actions, suits or proceedings;

15. Roadshows: no investor meetings have been conducted or information and materials issued by the Company in connection with the Placing without the prior knowledge and consent of the Placing Agent;
16. Announcements: with respect to all the announcements issued by the Company since 31 December 2019; (i) all statements contained therein were in every material particular true and accurate and not misleading; (ii) all opinions and intentions expressed in them were honestly held, were reached after considering all relevant circumstances and were based on reasonable assumptions; and (iii) there were no other facts omitted so as to make any such statement or expression in any of the announcements misleading in any material respect or which would or might have been material in the context in which the announcements were made; and
17. Use of proceeds: the proceeds of the Placing will be used in the manner set out in the Announcement and to be set out in the Circular.



**Execution page**

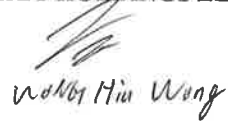
IN WITNESS whereof, the parties hereto have duly executed this Agreement the day and year first above written.

SIGNED by *CHAN Tan Na, Donna* )

for and on behalf of  
華彩控股有限公司 )

**CHINA LOTSYNERGY HOLDINGS LIMITED** )

in the presence of :- )



*Wally Hiu Wong*

SIGNED by

for and on behalf of  
**CORNERSTONE SECURITIES LIMITED**  
in the presence of :-

*Chan San Chee*  
*Chun*

)  
)  
)  
)  
)  
)  
)  
)



**Aries Lai**