

Dated the 28th day of March 2014

RICH PRO INVESTMENTS LIMITED
(the "Purchaser")

and

BRILLIANT CAPITAL INTERNATIONAL LIMITED
(the "Vendor")

and

SUEN CHO HUNG, PAUL
(the "Vendor Guarantor")

AGREEMENT
for the sale and purchase of shares of
Sunlink International Holdings Limited

LI & PARTNERS
SOLICITORS
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THIS AGREEMENT is made on this 28th day of March 2014

BETWEEN:

- (1) **RICH PRO INVESTMENTS LIMITED**, a company incorporated in the British Virgin Islands, having its registered office at Akara Bldg., 24 De Castro Street, Wickhams Cay 1, Road Town, Tortola, British Virgin Islands (the "**Purchaser**");
- (2) **BRILLIANT CAPITAL INTERNATIONAL LIMITED**, a company incorporated in the British Virgin Islands, having its registered office at Palm Grove House, P.O. Box 438, Road Town, Tortola, British Virgin Islands (the "**Vendor**"); and
- (3) **SUEN CHO HUNG, PAUL**, holder of Hong Kong Identity Card No. P549018(2), having his correspondence address at Suite 1510, 15th Floor, Great Eagle Centre, 23 Harbour Road, Wanchai, Hong Kong (the "**Vendor Guarantor**").

WHEREAS:

- (A) As at the date hereof, the Vendor legally and beneficially owns 750,000,000 Sale Shares (as defined below) in Sunlink International Holdings Limited (科浪國際控股有限公司) (the "**LISTCO**" or the "**Company**"), representing approximately 69.83% of the total issued share capital of the LISTCO. Particulars of the LISTCO as at the date hereof and as at the Completion Date are set out in Schedule 1.
- (B) The LISTCO is incorporated in Cayman Islands with an authorised share capital of HK\$100,000,000 divided into 10,000,000,000 ordinary shares of HK\$0.01 each, of which 1,074,073,845 Shares (as defined below) have been issued and are fully paid as at the date of this Agreement and all of which are listed on the main board of the Stock Exchange (as defined below) (stock code: 2336).
- (C) Particulars of the subsidiaries of the LISTCO as at the date hereof and as at the Completion Date (as defined below) are set out in Schedule 2 and the structure of the Group (as defined below) as at the date hereof and as at the Completion Date (as defined below) is set out in Schedule 3.
- (D) The Purchaser wishes to purchase and the Vendor wishes to sell the Sale Shares (as defined below) free from Encumbrances (as defined below) and together with all rights attaching thereto, in reliance upon (among other things) the representations, warranties and undertakings as set out in this Agreement and on the terms of and subject to the conditions as set out in this Agreement.

- (E) The Vendor Guarantor is the ultimate beneficial owner of the Vendor and agrees to give such covenants, undertakings, representations and warranties as set out in this Agreement and guarantees to the Purchaser the due performance of the Vendor's obligations under this Agreement.

IT IS AGREED as follows:

1. Definitions and Interpretation

- 1.1 In this Agreement where the context so admits the following words and expressions shall have the following meanings:

“Accounting Date”	31 December 2013;
“Accounts”	the audited consolidated results of the Group for the accounting period ended on the Accounting Date, as disclosed in the announcement by the Company dated 26 March 2014;
“Associate(s)”	has the meaning given to it under the Listing Rules;
“Business Day(s)”	a day on which banks in Hong Kong are open for normal banking business throughout their normal business hours (excluding Saturdays, Sundays, public holidays or a day on which typhoon signal no.8 or above or a black rainstorm warning is hoisted in Hong Kong);
“BVI”	British Virgin Islands;
“Companies Ordinance”	the Companies Ordinance (Chapter 622 of the Laws of Hong Kong) (as amended from time to time);
“Completion”	completion of the sale and purchase of the Sale Shares as specified in Clause 5;
“Completion Date”	1 April 2014 (or such later date as the Parties may agree in writing);
“Conditions”	the conditions specified in Clause 4.1;
“Consideration”	the total consideration for the Sale Shares being the sum specified in

	Clause 3.1;
“Encumbrances”	shall mean any mortgage, charge, pledge, lien, equities, hypothecation or other encumbrance, priority of security interest, deferred purchase, title retention, leasing, sale-and-repurchase or sale-and-lease back arrangement whatsoever over or in any property, assets or rights of whatsoever nature and includes any agreement for any of the same;
“Environment”	all or any of the following media, namely the air, water and land; and the medium of air includes the air within buildings and the air within other natural or man-made structures above or below ground;
“Environmental Law”	all and any laws, common law, statutes, directives, regulations, notices, standards having force of law, codes of practice, guidance notes, by-laws, judgments, decrees or orders whether of Hong Kong or any other relevant jurisdiction, relating to pollution, contamination or protection of the Environment or to the storage, labelling, handling, release, treatment, manufacture, processing, deposit, transportation or disposal of hazardous substances;
“Executive”	as defined in the Takeovers Code;
“Group”	the LISTCO and its subsidiaries. The expression “Group Member” shall be construed accordingly;
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong;
“HK GAAP”	accounting principles, standards, and practices generally accepted in Hong Kong;
“Hong Kong”	the Hong Kong Special Administrative Region of the People’s Republic of China;

“Licences”	all of the licences maintained or required to be maintained by the Group Members to carry on its business in the ordinary course;
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange of Hong Kong Limited;
“Material Adverse Effect”	any event, circumstance, occurrence, fact, condition, change or effect that is materially adverse to (i) the business, operations, results of operations, financial condition, management, prospects, properties, assets or liabilities of the Group, taken as a whole or otherwise; or (ii) the ability of the Vendor to perform fully its obligations hereunder and to consummate the transactions contemplated hereby;
“Parties”	the named parties to this Agreement and their respective successors and assigns;
“PRC”	the People’s Republic of China and for the sole purpose of this Agreement excludes Hong Kong, Macau Special Administration Region and Taiwan;
“Purchaser Warranties”	the representations, warranties and undertakings made or given by the Purchaser contained or referred to in Clause 6 and Part II of Schedule 4;
“Sale Shares”	750,000,000 Shares in the capital of the LISTCO, representing 69.83% of the entire issued share capital of the LISTCO as at the date of this Agreement and as at the Completion Date;
“SFC”	The Securities and Futures Commission of Hong Kong;
“SFO”	the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong) (as amended from time to time);
“Shares”	ordinary shares of HK\$0.01 each in the

	share capital of the LISTCO (and each a "Share");
"Stock Exchange"	The Stock Exchange of Hong Kong Limited;
"Takeovers Code"	the Code on Takeovers and Mergers ;
"Tax"	all forms of taxation, 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 authorities in Hong Kong or elsewhere and any interest, additional taxation, penalty, surcharge or fine in connection therewith;
"US\$"	United States dollars, the lawful currency of the United States;
"Vendor Warranties"	the representations, warranties and undertakings made or given by the Vendor contained or referred to in Clause 6 and Part I of Schedule 4;
"Warranties"	together, the Vendor Warranties and the Purchaser Warranties; and
"%"	per cent.

- 1.2 Save where the context otherwise requires words and phrases the definitions of which are contained or referred to in the Companies Ordinance shall be construed as having the meaning thereby attributed to them.
- 1.3 Any references, express or implied, to statutes or statutory provisions shall be construed as references to those statutes or provisions as respectively amended or re-enacted or as their application is modified from time to time by other provisions (whether before or after the date hereof) and shall include any statutes or provisions of which they are re-enactments (whether with or without modification) and any orders, regulations, instruments or other subordinate legislation under the relevant statute or statutory provision. References to sections of consolidating legislation shall, wherever necessary or appropriate in the context, be construed as including references to the sections of the previous legislation from which the consolidating legislation has been prepared.
- 1.4 References in this Agreement to Recitals, Clauses and Schedules are to recitals, clauses in and schedules to this Agreement (unless the context

otherwise requires). The Recitals and Schedules to this Agreement shall be deemed to form part of this Agreement.

- 1.5 Headings are inserted for convenience only and shall not affect the construction of this Agreement.
- 1.6 The expressions “**the Vendor**”, “**the Vendor Guarantor**” and “**the Purchaser**” shall, where the context permits, include their respective personal representatives, successors and assigns.
- 1.7 References to “**persons**” shall include bodies corporate, unincorporated associations and partnerships (whether or not having separate legal personality).
- 1.8 References to writing shall include any methods of producing or reproducing words in a legible and non-transitory form.
- 1.9 The masculine gender shall include the feminine and neuter and the singular number shall include the plural and vice versa.
- 1.10 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.
- 1.11 In construing this Agreement:
 - 1.11.1 the rule known as the ejusdem generis rule shall not apply and, accordingly, general words introduced by the word “other” shall not be given a restrictive meaning by reason of the fact that they are preceded by words indicating a particular class of acts, matters or things; and
 - 1.11.2 general words shall not be given a restrictive meaning by reason of the fact that they are followed by particular examples intended to be embraced by the general words.
- 1.12 In this Agreement, any reference to a document in the “approved terms” is to a form of the relevant document which is in form and substance satisfactory to the Purchaser.

2. Sale Shares

- 2.1 Subject to the terms and conditions of this Agreement, at Completion, the Vendor shall sell as legal and beneficial owner and the Purchaser shall purchase the Sale Shares free from all Encumbrances and together with all rights now or hereafter attaching to them, including all rights to any dividend or other distribution declared, made or paid after the Completion Date.

3. Consideration

- 3.1 As consideration for the Sale Shares, the Purchaser agrees to pay to the Vendor Hong Kong dollars Four Hundred Eighteen Million and Eight Hundred Thousand (HK\$418,800,000) in aggregate.
- 3.2 Subject to Clause 4 below, the Consideration shall be payable by the Purchaser to the Vendor on Completion Date in the manner provided in Clause 5.3.

4. Conditions Precedent

- 4.1 Without prejudice to other clauses herein, Completion is conditional upon the following conditions having been fulfilled or waived:
- 4.1.1 the Purchaser being satisfied with the results of the due diligence investigations including but not limited to the financial, accounting, legal, contractual, taxation and trading position of the Group and the title of the Group to all its assets;
- 4.1.2 the Vendor Warranties remaining true and correct and not misleading in all material respect on the date of this Agreement and at all times up to and including the Completion Date;
- 4.1.3 there shall have been no Material Adverse Effect with respect of the Group after signing of this Agreement and at all times up to and including the Completion Date; and
- 4.1.4 the current listing status of the Shares not having been withdrawn, and the Shares remaining listed and traded on the Stock Exchange at all times from the date of this Agreement to the Completion Date, save for any temporary suspension not exceeding five (5) consecutive trading days (except for the suspension for the purpose of clearing the announcements in relation to this Agreement and the transactions contemplated hereunder), or such longer period as the Purchaser may agree in writing, and no indication being received on or before the Completion Date from the SFC and/or the Stock Exchange to the effect that the listing of the Shares on the Stock Exchange will or may be withdrawn or objected to (or conditions will or may be attached thereto) as a result of Completion or in connection with the terms of this Agreement.
- 4.2 The Purchaser may, in its absolute discretion, waive the Conditions in Clauses 4.1.1 to 4.1.3 at any time by specific notice in writing to such effect to the Vendor at any time prior to Completion.
- 4.3 The Vendor and the Vendor Guarantor shall use their best endeavour and to the extent not resulting in the contravention of any applicable laws, rules and regulations (and in respect of the Vendor Guarantor, not resulting in a breach of

his fiduciary duties as a director) procure that the Purchaser and/or any persons authorized by it shall be given reasonable access to the books, documents, title deeds, records, returns, approvals, correspondence, accounts and other information and the premises of the Group as may reasonably be requested by or on behalf of the Purchaser for the purpose of carrying out the review described in Clause 4.1.1 .

- 4.4 Save as otherwise expressly provided herein, if the Conditions shall not have been fulfilled or waived by the Purchaser pursuant to Clause 4.2 by the Completion Date, or if the Purchaser shall exercise its right under Clause 5.5.3 or Clause 6.8, this Agreement and everything herein contained shall become null and void and of no effect, except Clauses 1, 9, 10, 14, 15 and 16 which shall remain in full force and effect, subject to any liability of any of the Vendor or Vendor Guarantor or Purchaser in respect of any antecedent breach of this Agreement.
- 4.5 In the event that the Purchaser shall give notice in writing of satisfaction of, or shall waive any of the Conditions specified in Clause 4.1, such notice or waiver shall not imply that the Purchaser is not relying on the Vendor Warranties but rather only that it is prepared, in reliance upon the Vendor Warranties and such comfort, if any, as it has taken from its investigations, to proceed with the transaction contemplated under this Agreement.

5. Completion

- 5.1 Subject to the provisions of Clause 4, Completion shall take place on the Completion Date at the office designated by the Purchaser (or at such other date and/or place as the Purchaser and the Vendor may agree in writing) when all (but not some only) of the events described in this Clause 5 shall occur.
- 5.2 At the Completion, the Vendor shall:
- 5.2.1 deliver to the Purchaser:
- 5.2.1.1 instruments of transfers, form of transfers and bought and sold notes in respect of all of the Sale Shares signed by the Vendor in favour of the Purchaser together with the original share certificate(s) of the Sale Shares;
- 5.2.1.2 a cheque in favour of "The Government of the Hong Kong Special Administrative Region" for an amount equal to the stamp duty payable by the Vendor under the Stamp Duty Ordinance (Chapter 117 of the Laws of Hong Kong) in relation to the transfer of the Sale Shares and any other documentation which the Purchaser may reasonably request in connection with the stamping;
- 5.2.1.3 certified true copy of the resolutions or minutes by the board of directors of the Vendor (in approved terms) approving and

authorizing the entering into of this Agreement and any other documents necessary for the transactions contemplated under this Agreement and the sale of the Sale Shares;

- 5.2.1.4 a list setting out the physical location of the statutory books and minute books, constitution documents and records, seals or common seals of each Group Member;
 - 5.2.1.5 such other documents, if any, as may reasonably be required by the Purchaser to give to the Purchaser and/or its nominee(s) good title to the Sale Shares to enable the Purchaser and/or its nominee(s) to become the registered holder(s) thereof;
 - 5.2.1.6 certified copies of any powers of attorney under which any of the documents referred to in this Clause 5.2 is executed or evidence reasonably satisfactory to the Purchaser of the authority of any person signing on behalf of the Vendor; and
 - 5.2.1.7 a certificate duly signed by the Vendor confirming that the Conditions set out in Clause 4 (other than the Condition set out in Clause 4.1.1) have been satisfied or waived as the case may be.
- 5.2.2 deliver to the Purchaser the original resignation letters under seal from the existing directors of the LISTCO resigning as directors at the earliest time permitted under the Takeovers Code, which should contain an acknowledgment from the resigning director that he/she has no claims outstanding for compensation or otherwise against the LISTCO;
- 5.2.3 deliver to the Purchaser the executed and undated resignation letter(s) of any and all of the then company secretary and authorized representatives of the LISTCO for the purpose of the Companies Ordinance and the Listing Rules in the approved terms (including but not limited to the person so resigning has no claim outstanding for compensation or otherwise against the LISTCO); and
- 5.2.4 deliver to the Purchaser a certified true copy of the board resolutions of the LISTCO approving the appointment of such persons as may be nominated by the Purchaser as directors and secretary and authorized representatives of the LISTCO for the purpose of the Companies Ordinance and the Listing Rules at the earliest time permitted under the Takeovers Code provided that the consents to act and the biographical details as required under the Listing Rules of such directors and secretary and authorized representative have been provided in writing to the Vendor no later than one day before the Completion Date.
- 5.3 Against delivery of the documents set out in Clause 5.2, the Purchaser shall deliver to the Vendor a cashier order in the sum of HK\$418,800,000.

- 5.4 The Vendor and the Purchaser shall use its best endeavours to complete each of its obligations in Clauses 5.2 and 5.3 above. Neither the Vendor nor the Purchaser shall be obliged to complete this Agreement unless each of the Vendor and the Purchaser complies with the respective requirements of Clauses 5.2 and 5.3.
- 5.5 Without prejudice to any other remedies available to the Purchaser, if in any respect the provisions of Clause 5.2 are not complied with by the Vendor on the Completion Date, the Purchaser may:
- 5.5.1 defer Completion to a date not more than twenty-eight (28) days after the Completion Date (and so that the provisions of this Clause 5.5 shall apply to Completion as so deferred); or
- 5.5.2 proceed to Completion so far as practicable (without prejudice to its rights under this Agreement); or
- 5.5.3 rescind this Agreement whereupon this Agreement shall cease to be of any effect and none of the Parties shall have any claim against the other for any costs, damages, compensation or otherwise save for any claims arising out of any antecedent breach of this Agreement.
- 5.6 Upon Completion, the Parties shall procure the payment of the stamp duty or other Tax (if any) as necessary for the transactions contemplated under this Agreement in accordance with the relevant legal requirements.

6. Warranties and Undertakings

- 6.1 The Vendor hereby represents, warrants and undertakes to and with the Purchaser that each of the statements set out in Schedule 4 is now and at any time up to Completion will be true and correct and not misleading.
- 6.2 No other information relating to any Group Member of which the Purchaser has knowledge and no investigation by or on behalf of the Purchaser shall prejudice any claim made by the Purchaser under the Vendor Warranties or operate to reduce any amount recoverable, and liability in respect thereof shall not be confined to breaches discovered before Completion.
- 6.3 The Vendor acknowledges that the Purchaser has entered into this Agreement in reliance upon the Vendor Warranties.
- 6.4 Without restricting the rights of the Purchaser or otherwise affecting the ability of the Purchaser to claim damages on any other basis available to it, in the event that any of the Vendor Warranties is broken or (as the case may be) proves to be untrue or misleading in any material respect, the Vendor shall remedy the breach upon thirty (30) days' written notice from the Purchaser failing which the Vendor shall, on demand, pay to the Purchaser or, at the Purchaser's direction, the relevant Group Member:
- 6.4.1 the amount necessary to put the Purchaser or the relevant Group

Member into the position which would have existed if the Vendor Warranties had not been broken or (as the case may be) had been true and not misleading; and

- 6.4.2 all costs and expenses reasonably incurred by the Purchaser and each Group Member in connection with or as a result of such breach and any costs (including legal costs on a solicitor and own client basis), expenses or other liabilities which any of them may reasonably and properly incur either before or after the commencement of any action in connection with (i) any legal proceedings in which the Purchaser claims that any of the Vendor Warranties has been broken or is untrue or misleading and in which a judgement is given for the Purchaser or (ii) the enforcement of any settlement of, or judgement in respect of, such claim.
- 6.5 Each of the Vendor Warranties shall be separate and independent and, save as expressly provided to the contrary, shall not be limited by reference to or inference from any other Vendor Warranty or any other term of this Agreement.
- 6.6 The Vendor undertakes that it shall procure that (save only as may be necessary to give effect to this Agreement) neither itself nor any Group Member shall do, allow or procure any act or omission before Completion which would constitute a Vendor Warranty if they were given at Completion or which would make any of the Vendor Warranties inaccurate or misleading in any material respects if they were so given.
- 6.7 The Vendor undertakes to as soon as practicable disclose to the Purchaser in writing after becoming aware of the same, any matter, event or circumstance (including any omission to act) which may arise or become known to it after the date of this Agreement and before Completion which:
- 6.7.1 constitutes a breach of or is inconsistent with any of the Vendor Warranties in any material respect; or
- 6.7.2 has, or is likely to have, a Material Adverse Effect on the financial position or prospects of any Group Member.
- 6.8 In the event of its becoming apparent on or before Completion that the Vendor is in material breach of any of the Vendor Warranties or any other term of this Agreement, the Purchaser may (without any liability on its part) rescind this Agreement by notice in writing to the Vendor.
- 6.9 The Vendor undertakes that it shall give and shall procure each Group Member to give, to the Purchaser and its solicitors and accountants before Completion all such information and documentation relating to the Group as the Purchaser shall reasonably require to enable it to satisfy itself to the accuracy and due observance of the Vendor Warranties.
- 6.10 The liability of the Vendor and the Vendor Guarantor in respect of any claims for breach of Vendor Warranties shall be limited as follows:

- 6.10.1 the maximum aggregate liability of the Vendor and the Vendor Guarantor in respect of all claims for breach of Vendor Warranties shall not exceed HK\$150,000,000;
- 6.10.2 in respect of any claims for breach of Vendor Warranties, the Vendor and the Vendor Guarantor shall not be liable for any individual claim which does not exceed HK\$500,000 provided that, where the amount or the aggregate amount of one or more of such individual claims exceeds HK\$500,000, the Vendor and the Vendor Guarantor shall be liable for the full amount of all such claims; and
- 6.10.3 no claim may be brought against the Vendor and/or the Vendor Guarantor in respect of a breach of Vendor Warranties after 18 months from Completion (the "**Warranty Expiry Date**") and each of the Vendor and the Vendor Guarantor shall not be liable in respect of a breach of Vendor Warranties unless it shall have received written notice from the Purchaser prior to the Warranty Expiry Date giving reasonable details of the relevant claim and any such claim shall (if not previously satisfied, settled or withdrawn) be deemed to have been waived or withdrawn at the expiry of a period of six months after the Warranty Expiry Date unless proceedings in respect thereof shall have already been commenced against the Vendor and/or the Vendor Guarantor.
- 6.11 The Purchaser hereby represents and warrants to the Vendor that the Purchaser Warranties are true and correct in all material respects at the date of signing of this Agreement and that the Purchaser Warranties shall survive Completion.
- 6.12 The Purchaser hereby agrees that each of the Purchaser Warranties shall be construed as a separate and independent representation and warranty and, except where expressly otherwise stated, no provision in any Purchaser Warranties shall govern or limit the extent or application of any other provision in any Purchaser Warranties.

7. Pre-Completion Obligations

- 7.1 The Vendor (in its capacity as a shareholder of the LISTCO) shall use its reasonable endeavour to procure that the business of each Group Member shall continue to operate until Completion substantially in the same manner as it is currently operating.
- 7.2 The Vendor (in its capacity as a shareholder of the LISTCO) to the extent practicable shall use its reasonable endeavours to procure that the substantial number of employees of each Group Member at the date hereof remain and continue as employees of the relevant Group Member on Completion.

- 7.3 Notwithstanding the provisions in Clauses 7.1 and 7.2, nothing herein shall require the Vendor to act or take any action in contravention of the applicable laws, rules and regulations.

8. Specific Undertakings

- 8.1 The Vendor undertakes to, from the date of this Agreement until the completion of the mandatory general offer to acquire the Shares to be made by the Purchaser pursuant to the Takeovers Code, use all its best endeavour to assist, at the Purchaser's reasonable request, the Purchaser and the Group in all their negotiations, discussions and exchanges of correspondence in relation to the transactions referred to herein with the SFC and/or the Stock Exchange and any other relevant authorities.
- 8.2 The Vendor and the Purchaser undertakes to each other that from the date of this Agreement until the completion of the mandatory general offer to acquire the Shares to be made by the Purchaser pursuant to the Takeovers Code, they shall each use all reasonable endeavours to make timely supply to the LISTCO, the Stock Exchange and the SFC of information and documents required pursuant to the Listing Rules, the Takeovers Code and all other applicable rules, codes and regulations whether in connection with the preparation of any circulars, reports, independent advice, offer documents or otherwise in connection with execution of this Agreement and the transactions contemplated herein. Each of the Parties undertakes to one another that it shall provide all such information and documents in its custody to the Stock Exchange and the Executive and to execute all such applications, documents and other things as may be reasonably required by the Stock Exchange, the Executive or any other regulatory authorities.
- 8.3 In consideration of the Purchaser entering into this Agreement, the Vendor and the Vendor Guarantor hereby jointly and severally, irrevocably, absolutely and unconditionally undertake to the Purchaser the following:
- (i) the consolidated net asset value attributable to the owners of the LISTCO as at the Completion Date is not less than HK\$150,000,000. For reference purpose only, such amount as at 31 December 2013 as shown in the Accounts was approximately HK\$156,188,000;
 - (ii) the bank and cash balances without any Encumbrance held by the Group as at the Completion Date are not less than HK\$125,000,000;
 - (iii) assets of all the subsidiaries of the LISTCO (except 佛山聯創華聯電子有限公司) shall be able to be realised within 3 months from the Completion Date at a net realizable value of not less than HK\$15,000,000 ;
 - (iv) the total amount of guarantees provided to all subsidiaries of the LISTCO by the LISTCO shall not be more than HK\$11,000,000 as at the Completion Date;

- (v) save as disclosed in Clause 8.3(iv), there is no guarantee by the LISTCO to any third parties as at the Completion Date;
- (vi) the Vendor and the Vendor Guarantor shall at the request of the Purchaser and to the extent practicable procure, facilitate and give all necessary assistance for the change of all existing authorities and/or mandate for the operation of all of the Group's bank accounts, securities accounts and credit facilities with any banks and/or financial institutions to such persons as the Purchaser may nominate provided that the Purchaser shall procure that its nominees shall fully cooperate in the process, including but not limited to taking all necessary actions, signing all documents and attending the offices of such banks and/or financial institutions to effect the change of authorities and/or mandate;
- (vii) the Vendor and the Vendor Guarantor shall at the request of the Purchaser and to the extent practicable procure, facilitate and give all necessary assistance for the (aa) resignation (if required) of directors, supervisors, company secretary and/or authorized representatives of the relevant Group Member and/or (bb) appointment of such persons as nominated by the Purchaser as directors, supervisors, company secretary and/or authorized representatives of the relevant Group Member provided that the Purchaser shall procure that its nominees shall sign all necessary consents to act and other documents to effect the appointment;
- (viii) original certificates of incumbency in respect of the BVI subsidiaries of the LISTCO with issue date on or after Completion Date shall be provided to the Purchaser within two (2) weeks from the Completion Date; and
- (ix) there is no capital and/or financial commitment in the Group Member as at the Completion Date.

8A. Vendor Guarantor

- 8A.1 In consideration of the Purchaser entering into this Agreement, the Vendor Guarantor hereby guarantees to the Purchaser unconditionally and irrevocably as primary obligor the due observance and performance by the Vendor of all its agreements, obligations, commitments, Vendor Warranties and undertakings contained in this Agreement and all the other documents entered into in relation to or in connection with this Agreement which are to be observed and performed on its part.
- 8A.2 The guarantee provided by the Vendor Guarantor hereunder is a continuing guarantee and accordingly is to remain in force until all of the guaranteed obligations of the Vendor shall have been performed or satisfied.
- 8A.3 The liability of the Vendor Guarantor hereunder shall not be released or diminished by any variation of the terms of the guaranteed obligations of the

Vendor or any forbearance, neglect or delay in seeking performance of such obligations or any granting of time for such performance or any matter which, but for the existence of this Clause 8A.3, will result in the release or diminution of the liability of the Vendor Guarantor hereunder.

- 8A.4 The guarantee provided by the Vendor Guarantor hereunder shall cover all the guaranteed obligations of the Vendor notwithstanding the liquidation, incapacity or any change in the constitution of the Vendor until the last claim whatsoever by the Purchaser against the Vendor has been satisfied in full.
- 8A.5 Should any guaranteed obligations of the Vendor which, if valid or enforceable, would be the subject of the guarantee in this Clause, be or become wholly or in part invalid or unenforceable against the Vendor by reason of any defect in or insufficiency or want of powers of the Vendor or irregular or improper purported exercise thereof or breach or want of authority by any person purporting to act on behalf of the Vendor or because any of the rights have become barred by reason of any legal limitation (save for any statutory limitation period), disability, incapacity or any other fact or circumstance whether or not known to the Purchaser, the Vendor Guarantor shall nevertheless be liable to the Purchaser for the guaranteed obligations of the Vendor, notwithstanding the avoidance or invalidity of any term or condition of this Agreement or any other document in relation to and in connection with this Agreement whatsoever (including, without limitation, avoidance under any enactment relating to liquidation) in respect of such obligations as if the same were wholly valid and enforceable.
- 8A.6 The guarantee provided by the Vendor Guarantor hereunder may be enforced against it by the Purchaser at any time without first instituting legal proceedings against the Vendor in the first instance or joining in the Vendor as a party in the same proceedings against it.
- 8A.7 If and whenever the Vendor defaults for any reason in the performance of any of its guaranteed obligations, the Vendor Guarantor shall forthwith perform (or procure the performance of) such obligations in the manner prescribed by this Agreement or any other document in relation to and in connection with this Agreement.
- 8A.8 The Vendor Guarantor shall not be entitled to set-off against the guaranteed obligations of the Vendor any obligations which are due from the Purchaser to the Vendor whether arising under this Agreement or any other document entered into in relation to and in connection with this Agreement or otherwise.

9. Restriction on Announcements

Each of the Parties undertakes that it will not (save as required by law or by any securities exchange or any supervisory or regulatory body to whose rules any of the Parties is subject) make any announcement in connection with this Agreement unless the other Party shall have given its consents to such announcement (which consents may not be unreasonably withheld or delayed

and may be given either generally or in a specific case or cases and may be subject to conditions).

10. Confidentiality of Information

- 10.1 Each of the Parties 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 or information in relation to the Vendor and the Purchaser and relating to the Group obtained by it pursuant to this Agreement and subject to the provisions of Clause 10.2 that it will not at any time hereafter make use of or disclose or divulge to any person any such information and shall use its best endeavours to prevent the publication or disclosure of any such information.
- 10.2 The restrictions contained in Clause 10.1 shall not apply so as to prevent each parties from making any disclosure required by law or by any securities exchange or supervisory or regulatory or governmental body pursuant to rules to which each parties is subject or from making any disclosure to any professional adviser for the purposes of obtaining advice (provided always that the provisions of this Clause 10 shall apply to and each parties shall procure that they apply to and are observed in relation to, the use or disclosure by such professional adviser of the information provided to them) nor shall the restrictions apply in respect of any information which comes into the public domain otherwise than by a breach of this Clause 10 by each parties.

11. Termination

11.1 If at any time prior to Completion:

11.1.1 the Vendor commits any breach of or omits to observe any of its material obligations or undertakings under this Agreement;

11.1.2 any provision of Clause 7 is not satisfied or has not been duly and promptly fulfilled, observed or performed in any respect;

11.1.3 any petition is presented for the winding up or liquidation of any Group Member or any Group Member makes any composition or arrangement with its creditors or enters into a scheme of arrangement or any resolution is passed for the winding up of any Group Member or a provisional liquidator, receiver or manager is appointed over all or part of the assets or undertaking of any Group Member; or

11.1.4 there occurs a Material Adverse Effect;

then, in any such case, the Purchaser may by notice in writing to the Vendor

terminate this Agreement. In such event, all obligations of the Parties hereto under this Agreement shall cease and determine save for any antecedent breach and rights and obligations already accrued.

12. Costs

- 12.1 Each of the Vendor and the Purchaser shall pay its own costs and expenses (including but not limited to legal fees and independent professional party fees) incurred in connection with the preparation, negotiation, execution and performance of this Agreement and all documents incidental or relating to Completion.
- 12.2 All stamp duty payable in respect of the sale and purchase of the Sale Shares shall be borne by the Vendor and the Purchaser in equal shares.

13. General

- 13.1 This Agreement shall be binding upon and enure for the benefit of the estates, personal representatives or successors of the Parties.
- 13.2 This Agreement constitutes the whole agreement amongst the Parties and supersedes any previous agreements or arrangements between them relating to the subject matter hereof; it is expressly declared that no variations hereof shall be effective unless made in writing signed by duly authorised representatives of the Parties (if the Parties are companies) or by the Party (if the Party is an individual).
- 13.3 All of the provisions of this Agreement shall remain in full force and effect notwithstanding Completion (except insofar as they set out obligations which have been fully performed at Completion).
- 13.4 If any provision or part of a provision of this Agreement shall be, or be found by any authority or court of competent jurisdiction to be, invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions or parts of such provisions of this Agreement, all of which shall remain in full force and effect.
- 13.5 Any right of rescission conferred upon the Parties hereby shall be in addition to and without prejudice to all other rights and remedies available to the relevant Party (and, without prejudice to the generality of the foregoing, shall not extinguish any right to damages to which the relevant Party may be entitled in respect of the breach of this Agreement) and no exercise or failure to exercise such a right of rescission shall constitute a waiver by the relevant Party of any such other right or remedy.
- 13.6 None of the rights of the Parties under this Agreement may be assigned or transferred.
- 13.7 No failure of the Purchaser or the Vendor (as the case may be) to exercise,

and no delay or forbearance in exercising, any right or remedy in respect of any provision of this Agreement shall operate as a waiver of such right or remedy.

- 13.8 Upon and after Completion the Vendor shall do and execute or procure to be done and executed all such further acts, agreements, documents and things as may be necessary to give effect to the terms of this Agreement and to vest the registered and beneficial ownership of the Sale Shares in the Purchaser free from all Encumbrances and to give effect to this Agreement.
- 13.9 This Agreement may be executed in one or more counterparts, and by the Parties on separate counterparts, but shall not be effective until each party has executed at least one counterpart and each such counterpart shall constitute an original of this Agreement but all the counterparts shall together constitute one and the same instrument.
- 13.10 Time shall be of the essence of this Agreement both as regards any dates, times and periods mentioned and as regards any dates, times and periods which may be substituted for them in accordance with this Agreement or by agreement in writing.

14. Notices

- 14.1 Any notice required to be given by any Party shall be deemed validly served by hand delivery or by prepaid registered letter sent through the post (airmail if to an overseas address) or by facsimile transmission to its address given herein or such other address as may from time to time be notified for this purpose and any notice served by hand shall be deemed to have been served on delivery, any notice served or by facsimile transmission shall be deemed to have been served when sent and any notice served by prepaid registered letter shall be deemed to have been served forty-eight (48) hours (seventy-two (72) hours in the case of a letter sent by airmail to an address in another country) after the time at which it was posted and in proving service it shall be sufficient (in the case of service by hand and prepaid registered letter) to prove that the notice was properly addressed and delivered or posted, as the case may be, and in the case of service by facsimile transmission to prove that the transmission was confirmed as sent by the originating machine.
- 14.2 Each notice, demand or other communication given or made under this Agreement shall be in writing and delivered or sent to the relevant Party at his address or fax number set out below (or such other address or fax number as the addressee has by five (5) days' prior written notice specified to the other parties):

To the Purchaser:

RICH PRO INVESTMENTS LIMITED

Address: No. 368, Jiefang Road, Diankou
Town, Zhejiang Province, PRC

Attn: Mr. Cao Jianguo

Fax Number: 86-575-8706-2008

To the Vendor: **BRILLIANT CAPITAL INTERNATIONAL LIMITED**
Address: Suite 1510, 15th Floor, Great Eagle
Centre, 23 Harbour Road, Wanchai,
Hong Kong
Attn: Mr. Suen Cho Hung, Paul
Fax Number: 852-3162 6687

To the Vendor Guarantor:
Address: Suite 1510, 15th Floor, Great Eagle
Centre, 23 Harbour Road, Wanchai,
Hong Kong
Fax Number: 852-3162 6687

- 14.3 Any notice, demand or other communication so addressed to the relevant Party shall be deemed to have been delivered (a) if given or made by letter, when actually delivered to the relevant address and (b) if given or made by fax, when despatched.

15. Process Agents

- 15.1 Each of the Vendor and the Vendor Guarantor irrevocably appoints Super Wide Management Limited of Flat 1510, Great Eagle Centre, 23 Harbour Road, Wanchai, Hong Kong as its agent to receive and acknowledge on its behalf service of any writ, summons, order, judgment, notice or other legal process in Hong Kong. If for any reason the agent named above (or its successor) no longer serves as agent of the Vendor and/or Vendor Guarantor for this purpose or no longer has an address in Hong Kong, the Vendor and/or Vendor Guarantor shall promptly appoint a successor agent with an address in Hong Kong reasonably acceptable to the Purchaser, notify the Purchaser thereof and deliver to the Purchaser a copy of the new process agent's acceptance of appointment provided that until the Purchaser receives such notification, it shall be entitled to treat the agent named above (or its said successor) as the agent of the Vendor and Vendor Guarantor for the purpose of this Clause and it shall be effective service to serve process on the last known address in Hong Kong of the last known process agent notwithstanding that such process agent is no longer found at such address or has ceased to act provided that a copy of the proceedings is also sent to the Vendor's or Vendor Guarantor's current registered office or principal place of business wherever situated. Each of the Vendor and the Vendor Guarantor agrees that any legal process shall be sufficiently served on it if delivered to its process agent as appointed hereunder for service (or its said successor) at its address for the time being in Hong Kong whether or not such agent gives notice thereof to the relevant Vendor or Vendor Guarantor. Nothing in this Agreement shall affect the right to serve process in any other manner permitted by law.
- 15.2 The Purchaser irrevocably appoints Li & Partners of 22/F, Worldwide House, Central, Hong Kong as its agent to receive and acknowledge on its behalf

service of any writ, summons, order, judgment, notice or other legal process in Hong Kong. If for any reason the agent named above (or its successor) no longer serves as agent of the Purchaser for this purpose shall promptly appoint a successor agent with an address in Hong Kong reasonably acceptable to the Vendor or the Vendor Guarantor, notify the Vendor or the Guarantor thereof and deliver to the Vendor or the Vendor Guarantor a copy of the new process agent's acceptance of appointment provided that until the Vendor or the Vendor Guarantor receive such notification, they shall be entitled to treat the agent named above (or its said successor) as the agent of the Purchaser for the purposes of this Clause and it shall be effective service to serve process on the last known address in Hong Kong of the last known process agent notwithstanding that such process agent is no longer found at such address or has ceased to act provided that a copy of the proceedings is also sent to the Purchaser's current registered office or principal place of business wherever situated. The Purchaser agrees that any such legal process shall be sufficiently served on it if delivered to such agent for service (or its said successor) at its address for the time being in Hong Kong whether or not such agent gives notice thereof to the Purchaser. Nothing in this Agreement shall affect the right to serve process in any other manner permitted by law.

16. Governing Law and Jurisdiction

- 16.1 This Agreement is governed by, and shall be construed in accordance with, the laws of Hong Kong.
- 16.2 In relation to any proceedings, each of the Parties irrevocably submit to the non-exclusive jurisdiction of the courts of Hong Kong and waives any objection to proceedings in such courts on the grounds of venue or on the grounds that the proceedings have been brought in an inconvenient or inappropriate forum. Such submission shall not affect the right of any Party to take proceedings in any other jurisdiction nor shall the taking of proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction (whether concurrently or not).

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SCHEDULE 1
Corporate information of the LISTCO

The LISTCO

1. Company number of certificate of incorporation: CR-118715
2. Company number of certificate of registration of overseas company: F0012130
3. Address of registered office: Cricket Square, Hutchins Drive, P.O. Box 2681, Grand Cayman KY1-1111, Cayman Islands, British West Indies
4. Principal place of business: Suite 1502, 15th Floor, Great Eagle Centre, 23 Harbour Road, Wanchai, Hong Kong
5. Date and place of incorporation: 5 July 2002 and Cayman Islands
6. Business registration number: 32962614-000
7. Stock Code: 2336
8. Authorised share capital: HK\$100,000,000 (divided into 10,000,000,000 shares with a par value of HK\$0.01 each)
9. Issued share capital: HK\$10,740,738.45 (divided into 1,074,073,845 shares with a par value of HK\$0.01 each)
10. Directors:
 - a. Mr. Sue Ka Lok, Executive Director
 - b. Mr. Lai Ming Wai, Executive Director
 - c. Mr. Suen Cho Hung, Paul, Non-executive Director
 - d. Mr. Sun Ka Ziang, Henry, Independent Non-executive Director
 - e. Mr. Chiang Bun, Independent Non-executive Director
 - f. Ms. Wong Wai Yin, Viola, Independent Non-executive Director
11. Company secretary: Ms. Chan Yuk Yee
12. Financial year end: 31 December

13. Auditors: Zhonghui ANDA CPA Limited (formerly known as ANDA CPA Limited)
14. Principal Share Registrar and Transfer Office in Cayman Islands: Royal Bank of Canada Trust Company (Cayman) Limited
4th Floor, Royal Bank House
24 Shedden Road, George Town
Grand Cayman KY1-1110
Cayman Islands
15. Branch Share Registrar and Transfer Office in Hong Kong: Tricor Standard Limited
Level 22, Hopewell Centre,
183 Queen's Road East
Wanchai
Hong Kong
(effective on 31 March 2014)

SCHEDULE 2
Corporate information of the subsidiaries of the LISTCO

SMART VICTORY DEVELOPMENT LIMITED

1. Company number: 1525069
2. Address of registered office: Palm Grove House, P.O. Box 438, Road Town, Tortola, British Virgin Islands
3. Date and place of incorporation: 18 March 2009 and British Virgin Islands
4. Authorised share capital: US\$50,000 (divided into 50,000 shares with a par value of US\$1 each)
5. Issued share capital: US\$1 (divided into 1 share with a par value of US\$1 each)
6. Directors:
 - a. Mr. Suen Cho Hung, Paul
 - b. Mr. Sue Ka Lok
 - c. Mr. Lai Ming Wai
7. Registered shareholder and identity of beneficial owner:

<u>Name of shareholder</u>	<u>No. of ordinary shares</u>
Sunlink International Holdings Limited	1 share (100%)
8. Business activity: Investment holding

CHARTER SUCCESS INTERNATIONAL LIMITED 恒成國際有限公司

1. Company number: 1721878
2. Address of registered office: Palm Grove House, P.O. Box 438, Road Town, Tortola, British Virgin Islands
3. Date and place of incorporation: 5 July 2012 and British Virgin Islands
4. Authorised share capital: US\$50,000 (divided into 50,000 shares with a par value of US\$1 each)
5. Issued share capital: US\$1 (divided into 1 share with a par value of US\$1 each)
6. Directors:
 - a. Mr. Suen Cho Hung, Paul
 - b. Mr. Sue Ka Lok
 - c. Mr. Lai Ming Wai
7. Registered shareholder and identity of beneficial owner:

<u>Name of shareholder</u>	<u>No. of ordinary shares</u>
Smart Victory Development Limited	1 share (100%)
8. Business activity: Investment holding

MACRO SUCCESS HOLDINGS LIMITED 偉勝控股有限公司

1. Company number: 1781843
2. Address of registered office: Suite 1502, 15th Floor, Great Eagle Centre, 23 Harbour Road, Wanchai, Hong Kong
3. Date and place of incorporation: 2 August 2012 and Hong Kong
4. Authorised shares: 10,000 shares
5. Issued shares: 1 share
6. Directors:
 - a. Mr. Suen Cho Hung, Paul
 - b. Mr. Sue Ka Lok
 - c. Mr. Lai Ming Wai
7. Registered shareholder and identity of beneficial owner:

<u>Name of shareholder</u>	<u>No. of ordinary shares</u>
Charter Success International Limited	1 share (100%)
8. Business activity: Investment holding

GLOBAL WINNER ENTERPRISES LIMITED 勝宏企業有限公司

1. Company number: 1327176
2. Address of registered office: Suite 1502, 15th Floor, Great Eagle Centre, 23 Harbour Road, Wanchai, Hong Kong
3. Date and place of incorporation: 27 March 2009 and Hong Kong
4. Authorised shares: 10,000 shares
5. Issued shares: 1 share
6. Directors:
 - a. Mr. Suen Cho Hung, Paul
 - b. Mr. Sue Ka Lok
 - c. Mr. Lai Ming Wai
7. Registered shareholder(s) and identity of beneficial owner(s):

<u>Name of shareholder</u>	<u>No. of ordinary shares</u>
Smart Victory Development Limited	1 share (100%)
8. Business activity: Sale of semiconductors and related products

ONETECH TECHNOLOGY COMPANY LIMITED 博勝科技有限公司

1. Company number: 1414645
2. Address of registered office: Suite 1502, 15th Floor, Great Eagle Centre, 23 Harbour Road, Wanchai, Hong Kong
3. Date and place of incorporation: 22 January 2010 and Hong Kong
4. Authorised shares: 10,000 shares
5. Issued shares: 100 shares
6. Directors:
 - a. Mr. Suen Cho Hung, Paul
 - b. Mr. Sue Ka Lok
 - c. Mr. Lai Ming Wai
7. Registered shareholder and identity of beneficial owner:

<u>Name of shareholder</u>	<u>No. of ordinary shares</u>
Global Winner Enterprises Limited	100 shares (100%)
8. Business activity: Development and provision of electronic turnkey device solutions products

GLOBAL CHAMPION TECHNOLOGY LIMITED 勝寰科技有限公司

1. Company number: 1709049
2. Address of registered office: Suite 1502, 15th Floor, Great Eagle Centre, 23 Harbour Road, Wanchai, Hong Kong
3. Date and place of incorporation: 23 February 2012 and Hong Kong
4. Authorised shares: 10,000 shares
5. Issued shares: 100 shares
6. Directors:
 - a. Mr. Suen Cho Hung, Paul
 - b. Mr. Sue Ka Lok
 - c. Mr. Lai Ming Wai
 - d. Mr. Lin Shunzhou
 - e. Mr. Xiao Shaojie
7. Registered shareholder(s) and identity of beneficial owner(s):

<u>Name of shareholder</u>	<u>No. of ordinary shares</u>
Smart Victory Development Limited	70 shares (70%)
Lin Shunzhou	15 shares (15%)
Xiao Shaojie	15 shares (15%)

8. Business activity: Sale of semiconductors and related products

勝沃數碼電子（深圳）有限公司

1. Company number: 440301503377371
2. Address of registered office: 深圳市寶安區龍華街道油松路天滙大廈 B 棟
10 樓 1012
3. Date and place of incorporation: 24 June 2010 and PRC
4. Registered capital: HK\$3,000,000
5. Legal Representative: 楊
6. Registered shareholder and identity of beneficial owner:

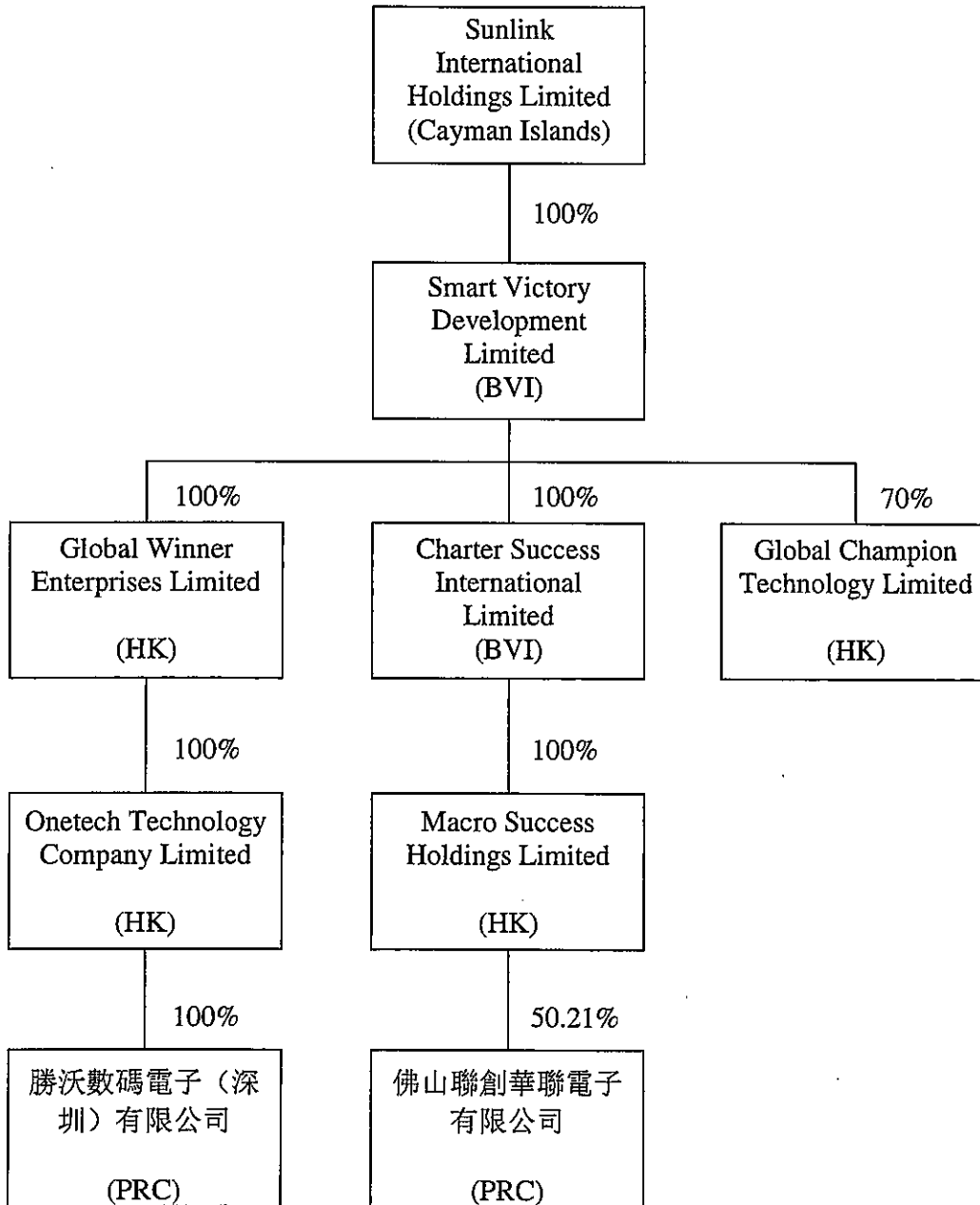
<u>Name of shareholder</u>	<u>No. of ordinary shares</u>
Onetech Technology Company Limited	100%
7. Business activity: Development and provision of electronic turnkey device solutions products

佛山聯創華聯電子有限公司

1. Company number: 40600000003567
2. Address of registered office: 佛山市三水區樂平鎮三水工業園齊力大道南
8 號
3. Date and place of incorporation: 18 May 2007 and PRC
4. Registered capital: RMB21,910,000
5. Legal Representative: 范玉鉢
6. Registered shareholder and identity of beneficial owner:

<u>Name of shareholder</u>	<u>No. of ordinary shares</u>
Macro Success Holdings Limited	50.21%
廈門華聯電子有限公司	45.64%
深圳市中科融低碳技術發展有限公司	4.15%
7. Business activity: Development and provision of electronic turnkey device solutions products

SCHEDULE 3
Organisation chart of the Group
as at the date hereof and as at the Completion Date



SCHEDULE 4
Warranties

Part I

Vendor Warranties

In this Schedule 4, unless the context otherwise indicates, each of the Vendor Warranties shall be deemed to be repeated mutatis mutandis in relation to each Group Member.

1. The Accounts

- 1.1 The Accounts have been prepared in accordance with the disclosure requirements of all relevant laws and HK GAAP and show a true and fair view in all material respects of the state of affairs of the Group as at the Accounting Date or a specified date (as the case may be) and of its results for the financial year ended on the Accounting Date, respectively.
- 1.2 The Accounts disclose and make adequate provision or reserve for all material actual liabilities.
- 1.3 The Accounts disclose and make adequate provision or reserve for or note all material contingent, or disputed liabilities, capital commitments and current or deferred Tax.
- 1.4 Adequate provision or reserve has been made in the Accounts for all Tax including current or deferred or taxation in respect of all accounting periods ended on or before the Accounting Date for which each Group Member was then or might at any time thereafter become or have become liable including (without limitation) Tax:
 - 1.4.1 on or in respect of or by reference to the profits, gains or income for any period ended on or before the Accounting Date; or
 - 1.4.2 in respect of any event before the Accounting Date including distributions made and charges on profits, income or assets on or before such date.
- 1.5 Adequate provision for any bad and doubtful debts and inventories has been made in the Accounts in accordance with good accounting practice in respect thereof.
- 1.6 Upon Completion, save for the guarantee provided by the LISTCO for the benefit of Avnet Technology Hong Kong Ltd. in the guarantee amount of not more than HK\$11,000,000:

- (a) there are no loans, guarantees, material undertakings, material commitments on capital account or unusual liabilities, actual or contingent, made, given, entered into or incurred by or on behalf of any Group Member;
- (b) there are no Encumbrances on the assets of any Group Member or any part thereof;
- (c) there are no outstanding loan capital or other loans to any Group Member; and
- (d) none of the Group Member has factored any of its debts or entered into any financing arrangement of a type which would not require to be shown or reflected in the Accounts.

1.7 The Group owns the following bank accounts and securities accounts only:

	Name of Company	Name of Bank	Account Number	Nature of the Account
1	Global Winner	Hang Seng Bank Limited	773-878269-883	HKD & foreign saving
2	Global Winner	Hang Seng Bank Limited	219-894953-095	Export bills
3	Global Winner	Hang Seng Bank Limited	219-894953-120	Import bills
4	Global Winner	Hang Seng Bank Limited	773-878269-001	HKD current
5	Global Winner	Hang Seng Bank Limited	773-885280-222	USD current
6	Global Winner	Hang Seng Bank Limited	--	HKD fixed deposit
7	Global Winner	Bank of China (Hong Kong) Limited	884-1-036484-5	HKD saving
8	Global Winner	Bank of China (Hong Kong) Limited	884-0-008582-0	HKD current
9	Global Winner	Bank of China (Hong Kong) Limited	884-9-216924-2	Foreign saving
10	Global Winner	Bank of China (Hong Kong) Limited	--	HKD fixed deposit

11	Global Winner	Bank of Communications Co., Ltd., Hong Kong Branch	537-9-309564-0	HKD & foreign saving
12	Global Winner	Bank of Communications Co., Ltd., Hong Kong Branch	537-0-203957-2	HKD current
13	Global Winner	Bank of Communications Co., Ltd., Hong Kong Branch	537-2-006335-5	HKD & USD fixed deposit
14	Global Winner	HSBC	640-149290-838	HKD & foreign saving
15	Global Winner	HSBC	640-149290-001	HKD current
16	Global Winner	HSBC	640-149308-201	USD current
17	Global Winner	DBS	494-473-32531-40	HKD current
18	Global Winner	DBS	494-470-15752-00	HKD saving
19	Global Winner	DBS	494-476-02301-70	USD current
20	Global Winner	DBS	494-471-40537-30	USD saving
21	Global Winner	DBS	494-4723389430	HKD fixed deposit
22	Global Winner	DBS	494-4723764460	USD fixed deposit
23	Onetech Technology	Hang Seng Bank Limited	787-053149-668	HKD saving
24	Onetech Technology	Hang Seng Bank Limited	787-053149-001	HKD current
25	Onetech Technology	Hang Seng Bank	787-053149-201	USD saving

		Limited		
26	Onetech Technology	Hang Seng Bank Limited	787-053149-222	USD current
27	Onetech Technology	Bank of China (Hong Kong) Limited	884-1-036841-0	HKD saving
28	Onetech Technology	Bank of China (Hong Kong) Limited	884-0-008797-8	HKD current
29	Onetech Technology	Bank of China (Hong Kong) Limited	884-9-217167-6	Foreign saving
30	Onetech Technology	Bank of China (Hong Kong) Limited	884-0-801116-8	USD current
31	Onetech Technology	Bank of China (Hong Kong) Limited	--	HKD fixed deposit
32	Global Champion	Hang Seng Bank Limited	787-290980-883	HKD & foreign saving
33	Global Champion	Hang Seng Bank Limited	787-290980-001	HKD current
34	Global Champion	Hang Seng Bank Limited	787-290998-222	USD current
35	Global Champion	Bank of China (Hong Kong) Limited	884-1-039026-0	HKD saving
36	Global Champion	Bank of China (Hong Kong) Limited	884-0-801332-6	USD current
37	Global Champion	Bank of China (Hong Kong) Limited	884-0-009531-3	HKD current
38	Global Champion	HSBC	640-149415-838	HKD & foreign saving
39	Global Champion	HSBC	640-149415-001	HKD current
40	Global Champion	HSBC	640-149423-201	USD current
41	Global Champion	Bank of Communications Co., Ltd., Hong Kong Branch	537-9-310377-0	HKD & foreign saving

42	Global Champion	Bank of Communications Co., Ltd., Hong Kong Branch	537-0-204428-0	HKD current
43	Global Champion	Bank of Communications Co., Ltd., Hong Kong Branch	537-0-204433-2	USD current
44	Global Champion	Bank of Communications Co., Ltd., Hong Kong Branch	537-2-006842-8	HKD & USD fixed deposit
45	Macro Success	Hang Seng Bank Limited	787-388768-883	HKD & foreign saving
46	Macro Success	Hang Seng Bank Limited	787-388768-001	HKD current
47	Sunlink International	Hang Seng Bank Limited	787-367176-883	HKD & foreign saving
48	Sunlink International	Hang Seng Bank Limited	787-367176-001	HKD current
49	Sunlink International	Bank of China (Hong Kong) Limited	884-1-039036-7	HKD saving
50	Sunlink International	Bank of China (Hong Kong) Limited	884-0-009530-0	HKD current
51	Sunlink International	Bank of China (Hong Kong) Limited	884-0-801331-3	USD current
52	佛山聯創華聯電子有限公司	佛山工行汇银支行	2013 0207 0910 0006 635	人民幣儲蓄戶
53	佛山聯創華聯電子有限公司	佛山建行卫国支行	4400 1668 6380 5300 1249	人民幣儲蓄戶
54	佛山聯創華聯電子有限公司	佛山建行乐平支行	4400 1667 1420 5300 1464	人民幣儲蓄戶

55	佛山聯創華聯電子有限公司	农村信用联社三江分社	6212 0110 0030 67	人民幣儲蓄戶
56	佛山聯創華聯電子有限公司	佛山建行三水支行	4401 3201 1002 2050 1231	港幣資本戶
57	勝沃數碼電子(深圳)有限公司	工商銀行深圳市深港支行	40000 2912 9910 0059 50	港幣資本戶
58	勝沃數碼電子(深圳)有限公司	工商銀行深圳市深港支行	40000 2910 9200 2444 75	人民幣儲蓄戶

Abbreviations

“Global Winner”	Global Winner Enterprises Limited
“Onetech Technology”	Onetech Technology Company Limited
“Global Champion”	Global Champion Technology Limited
“Macro Success”	Macro Success Holdings Limited
“Sunlink International”	Sunlink International Holdings Limited

2. Tax, Records and Returns

- 2.1 All returns, computations, notices and information made or provided or required to be made or provided by the Company or any Group Member for any Tax purpose have been made or given within the requisite periods and on a proper basis and when made were true and correct in all material respects and are up to date and none of them is or is likely to be the subject of any dispute with any Tax authority.
- 2.2 Each Group Member has timely paid all Taxes owing by it for any period or periods ending on or before the Completion Date for which it is liable to account to the inland revenue authorities or other government agency on the due date for payment thereof and is under no liability to pay any penalty or interest in connection therewith.
- 2.3 Since incorporation and up to the Completion Date, neither any Group Member nor any director or officer of any Group Member has paid or become liable to pay any fine, penalty, surcharge or interest in relation to Tax.
- 2.4 As at the Completion Date, no Group Member has ever been resident for Tax purposes in any jurisdiction other than Cayman Islands, Hong Kong and the PRC.
- 2.5 Save for 佛山聯創華聯電子有限公司, no Group Member has carried on a trade or business for Tax purposes other than the trade or business which the members of Group will be carrying on at Completion.
- 2.6 Each Group Member has made all deductions and withholdings in respect, or

on account, of any Tax from any payments made by it which it is obliged or entitled by any relevant legislation to make (including, but not limited to, interest, annuities or other annual payments, royalties, rent, remuneration payable to employees or sub-contractors or payments to a non-resident) and has duly accounted in full to the appropriate authority or government agency for all amounts so deducted or withheld.

- 2.7 No scheme has been effected and no arrangements have been made whereby the value of any asset of the members of the Group has been materially reduced and on a disposal thereof liability to Tax might arise.
- 2.8 All documents to which any Group Member is a party or which form part of such Group Member's title to any asset or in the enforcement of which such Group Member is or may be interested which are subject to stamp or similar duty have been duly stamped and, where appropriate or necessary, adjudicated.
- 2.9 The books and records of each Group Member true and fairly present and reflect in accordance with applicable then prevailing generally accepted accounting principles and practices within the relevant member's jurisdiction of incorporation or establishment all material transactions entered into by the relevant Group Member or to which it has been a party.

3. Corporate Matters

- 3.1 Each Group Member has been duly incorporated and established and is validly existing and no order has been made or petition presented or resolution passed for the winding up of the relevant Group Member and no distress, execution or other process has been levied on any of its assets. Each Group Member is not insolvent nor unable to pay its debts, no receiver or receiver and manager have been appointed by any person of its business or assets or any substantial part thereof, no power to make any such appointment has arisen, no Group Member has taken any steps to enter liquidation and there are no grounds on which a petition or application could be validly based for the winding up or appointment of a receiver of the relevant Group Member.
- 3.2 The Vendor is the sole registered holder and beneficial owner of the Sale Shares, free and clear of any Encumbrance. None of the Group Member has ever exercised any lien over any of its issued shares and there is no outstanding call on any of the Sale Shares or share capital in any of the Group Members and all of the Sale Shares are fully paid or credited as fully paid.
- 3.3 The Sale Shares constitute 69.83% equity interest in the share capital of the LISTCO.
- 3.4 The record of any Group Member with the Hong Kong / BVI / PRC government authorities has been complied with the Hong Kong / BVI / PRC legislation, regulations, directions and orders and is true and correct.

- 3.5 The entire issued share capital of each of the Group Members has been fully paid up. There have not been nor would there be any disputes or claims or potential disputes or claims since the respective date of establishment of the Group Members.
- 3.6 Immediately prior to Completion, the Company will have no and would never have had any subsidiary or shares in or stock of any company other than the Group Members, and all of the details shown in Schedules 1, 2 and 3 relating to the particulars of each Group Member and the organisation chart of the Group are true and correct and the Company has never been a director or other officer of any other company.
- 3.7 Save for the LISTCO, each Group Member does not have and has never had any place of business or branch or permanent establishment outside its jurisdiction of incorporation or establishment, nor has it carried on any trading activities outside such jurisdiction.
- 3.8 Save as disclosed in announcements and circulars of the LISTCO, no Group Member has ever reduced, repaid, redeemed or purchased any of its share capital.
- 3.9 There are no options or other agreements outstanding which call for the issue of or accord to any person the right to call for the issue of any shares in the capital of any Group Member or the right to require the creation of any Encumbrance over the Sale Shares.
- 3.10 The copies of the Memorandum and Articles of Association or the constitutional documents of each Group Member are true, correct and complete in all material respects and have attached to them copies of all resolutions and agreements which are required to be so attached under the laws and regulations to which any group members are subject. Each Group Member has complied with its Memorandum and Articles of Association or the constitutional documents in all material respects, has necessary power, authority and legal right to own its assets and carry on its business and none of the activities, agreements, commitments or rights of such Group Member is ultra vires or unauthorised.
- 3.11 The Register of Members and/or record of shareholders/directors and all other statutory books of each Group Member are up to date and contain true and correct records of all matters required to be dealt with therein and each Group Member has not received any notice of any application or intended application under the relevant laws or regulations for rectification of such member register/record and all annual or other returns required to be filed with the companies registry or the relevant equivalent authorities have been properly filed within any applicable time limit and all legal requirements relating to the issue of shares and other securities by such Group Member have been complied with in all material respects.
- 3.12 Save as disclosed in announcements and circulars of the LISTCO, no Group Member has been a party to or involved in any share for share exchange nor any scheme of reorganisation, reconstruction or amalgamation.

3.13 The Vendor has the necessary power and authority to enter into and perform this Agreement and any other relevant documents which constitute and when executed will constitute binding obligations on them in accordance with their respective terms.

4. Trading and General Commercial Matters

4.1 Each Group Member has good title to all such assets as are necessary to enable it properly to conduct its business as such business has been conducted prior to the date hereof and to all stocks used in its business. All such assets are free from Encumbrances and the stock is in good condition and of merchantable quality.

4.2 No Group Member is a party to:

4.2.1 any unusual or onerous contract which cannot readily be fulfilled, performed or discharged by it on time and without undue or unusual expenditures or efforts nor any contract which cannot be terminated by all parties thereto without penalty or other compensation on less than twelve (12) months' notice;

4.2.2 any contract restricting such member's freedom of action in relation to its normal business activities or materially and adversely affecting its business or assets;

4.2.3 any contract not made in the ordinary course of business;

4.2.4 any agency, distribution, marketing, purchasing, franchising or licensing agreement (except such as being entered into in the ordinary course of business of the Group);

4.2.5 any consulting or management agreement (except such as being entered into in the ordinary course of business of the Group);

4.2.6 any joint venture, agency, shareholders' or partnership arrangement or agreement or similar arrangement or agreement or any agreement which purports to regulate, control or otherwise affect the voting or disposition of its shares (except such as being entered into in the ordinary course of business of the Group); or

4.2.7 any contract for services (other than normal office services) (except such as being entered into in the ordinary course of business of the Group).

4.3 There are no contracts or obligations, agreements, arrangements or concerted practices to which any Group Member is a party or by which any Group Member is bound, and there are no practices in which any Group Member is engaged, which are void, illegal, unenforceable, registrable or notifiable under or which contravene any laws or regulations, the provisions or regulations of any fair trading or anti-trust or similar legislation anywhere in the world (all such legislation and regulations being referred to as "**the anti-**

trust rules” in this paragraph 4.3). No Group Member has registered any agreements or arrangements under or filed any notification or application for exemption in relation to the anti-trust rules. No Group Member has received written complaint or threat to complain under or referring to the anti-trust rules from any person and has not received any request for information, investigation or objections or been the addressee of or party to any decision, judgment, undertaking or settlement relating to the anti-trust rules or to any proceedings in which the anti-trust rules were pleaded or relied upon.

4.4 With respect to each contract, commitment, arrangement, understanding, tender and bid to which a Group Member is party or by which it is bound:

4.4.1 the relevant Group Member has duly performed and complied in all material respects with each of its obligations thereunder;

4.4.2 there has been no material delay, negligence or other material default on the part of the relevant Group Member and no event has occurred which, with the giving of notice or passage of time, may constitute a default thereunder;

4.4.3 the relevant Group Member is under no obligation which cannot readily be fulfilled, performed or discharged by it on time and without undue or unusual expenditure or effort;

4.4.4 the relevant Group Member has the technical and other capabilities and the human and material resources to enable it to fulfil, perform and discharge all its material outstanding obligations in the ordinary course of business and without realising a loss on completion of performance;

4.4.5 there are no grounds for rescission, avoidance, repudiation or termination and the relevant Group Member has not received any notice of termination; and

4.4.6 none of the other parties thereto is in default thereunder.

4.5 Except in the ordinary course of business, no tender, quotation or offer issued by any Group Member and still outstanding is or will be capable of giving rise to a contract merely by an order acceptance or other action by another party.

4.6 No act or transaction has been effected by any Group Member or the Vendor including the sale of the Sale Shares in consequence of which:

4.6.1 any Group Member is or may be liable to:

4.6.1.1 refund the whole or part of any investment grant from any government or quasi- governmental body or other grant received by virtue of any statute;

4.6.1.2 repay in whole or in part any government or local authority loan;

4.6.1.3 lose the benefit of any financial concession or Tax relief or

Tax holiday accorded to the relevant Group Member by any authority; or

- 4.6.2 any grant for which application has been made by it will or may not be paid or will or may be reduced pursuant to the present practice of the appropriate authority.
- 4.7 There are no Encumbrances or unusual liabilities given, made or incurred by or on behalf of any Group Member (and, in particular but without limiting the foregoing, no loans have been made by or on behalf of any member of the Group to any directors or shareholders of the Company) and no person has given any guarantee of or security for any overdraft, loan or loan facility granted to the Company.
- 4.8 The execution, delivery and performance of this Agreement will not result in the breach, cancellation or termination of any of the terms or conditions of or constitute a default under any material agreement, commitment or other instrument to which any Group Member is a party or by which the relevant Group Member or its material property or assets may be bound or affected or result in the acceleration of any obligation under any loan agreement or violate any law or any rule or regulation of any administrative agency or governmental body or any order, writ, injunction or decree of any court, administrative agency or governmental body affecting the Group Member, the effect of such default or violation is to materially and adversely affect the Group as a whole.
- 4.9 The Group has no liabilities except liabilities arising in the ordinary course of business under contracts for service, purchase orders, supply contracts or sale contracts, nor does it have any other liabilities direct or indirect, absolute or contingent, not required by the HK GAAP to be accounted for or disclosed in the Accounts and the Group is not owed any moneys other than trade debts, and receivables arising from ordinary course of business and cash on hand and at bank.
- 4.10 The Group has no material capital commitments as at the date of this Agreement.
- 4.11 No Group Member is the subject of any official investigation or inquiry and there are no facts which are likely to give rise to any such investigation or inquiry.
- 4.12 No Group Member has given powers of attorney and other authority express, implied or ostensible which is still outstanding or effective to any person to enter into any contract or commitment to do anything on its behalf other than the authority of employees to enter into routine trading contracts in the normal course of their duties.
- 4.13 Each Group Member has at all times carried on its business in compliance with all applicable laws and regulations in all material respects. To the best knowledge of the Vendor, none of the Group Member or any of their respective directors, officers, employees or agents in relation to such Group

Member, has committed any criminal offence or any tort or any breach of the requirements or conditions of any statute, treaty, regulation, bye-law or other obligation relating to such Group Member or the carrying on of its business and without prejudice to the generality of the foregoing each Group Member has obtained all registrations, licences and consents necessary to own its assets and for the carrying on of its business, and all such registrations, licences and consents are valid and subsisting and there is no reason why any of them should be suspended, cancelled or revoked (whether as a result of the sale and purchase of the Sale Shares pursuant to this Agreement or otherwise).

- 4.14 Each of the Group Members has complied with its business licence and validly obtained all consents, approvals, licences, permits and authorisation.
- 4.15 All permits, approvals, consents and licences required to operate the Group for its ordinary course of business are still valid and effective and there has been no receipt of any written notice regarding an actual or possible revocation, non-renewal, suspension or termination thereof.
- 4.16 The Group has complied with all applicable laws and regulations, and fulfils and has fulfilled all the requirements for applications or renewal applications for the relevant licenses.

5. The Owned Assets

- 5.1 The Group has valid and good title to all of its assets including those as shown and included in the Accounts (the "**Owned Assets**"), in each case, free and clear of all Encumbrances or of any kind. The acquisition of all Owned Assets has been complied with all the applicable laws, legislations, regulations, directions or orders.
- 5.2 None of the Owned Assets is currently subject to any sale or transfer or mortgage procedures nor is it leased or transferred or given to others as a gift, and the relevant Group Member has not entered into any agreement to do any of the foregoing.
- 5.3 None of the Owned Assets is used by any Group Member for any unlawful purposes and has violated any relevant land or construction regulations.
- 5.4 All of the Owned Assets are free from any Encumbrance and the relevant company has not entered into any agreement to do any of the foregoing.
- 5.5 None of the relevant Group Member has received from any authority nor any competent authority any notice or order which may materially and adversely affect its right to use its Owned Assets for the purpose for which it is presently being used to own the Owned Assets.
- 5.6 Each Group Member has obtained all necessary approvals, consents, permits, authorities and licences, including but not limited to safety licence (if necessary), required for the operation of its business and all such approvals licences and consents are valid and subsisting. There are no material factors

that might in any way prejudice the continuation or renewal of any of the approvals, licences, permits, authorities and consents.

- 5.7 There are no outstanding encroachment of and/or by any neighbouring property and no actions, disputes, claims or demands between any Group Member and any third party and/or neighbouring property.
- 5.8 All requested payments of grant fee, transfer price or lease payment (as the case may be) and other Taxes and fees have been paid in full by the Group within the respective time limits imposed under the terms of the grants, transfers or leases (as the case may be).

6. Insurance

- 6.1 The Group Members have maintained those insurance policies that are required under all applicable legislation, regulations, directions and orders in relation to employment and foreign invested enterprises and have paid all premiums payable on them. All such policies are in full force and effect, and such policies are not void or voidable.

7. Environmental Issues

- 7.1 The Group is currently complying with all Environmental Laws in all material respects and has at all times complied with all material Environmental Laws in all material respects.
- 7.2 Each Group Member has obtained all permits and licences required by any Environmental Law for the carrying on of its business. All such permits and licences are valid and subsisting and there is no reason why any of them should be varied, suspended, cancelled, revoked or not renewed upon expiry on substantially the same terms.
- 7.3 There have not been nor are there threatened (in writing) or pending any civil or criminal actions, notices of violations, investigations, administrative proceedings or written communications from any governmental authority under any Environmental Laws against any Group Member or any of its assets or any of its directors, employees, officers or agents and there are no facts or circumstances which may give rise to the same.
- 7.4 The warranties given in this paragraph 7 shall exclude 佛山聯創華聯電子有限公司. The warranties are given by the Vendor in the best of its knowledge.

8. Litigation

- 8.1 None of the Group Member nor any person for whose acts or defaults such Group Member may be vicariously liable is engaged whether as plaintiff or defendant or otherwise in any material civil, criminal or arbitration proceedings or any proceedings before any tribunal (save for debt collection by such Group Member in the ordinary course of business) or administrative actions and there are no proceedings threatened (in writing) or pending against any

Group Member which if determined adversely against the Group would material and adversely affect on the Group including proceedings in respect whereof any Group Member is liable to indemnify any party concerned therein and in particular but without prejudice to the generality of the foregoing no Group Member is liable (other than contingently) to make any redundancy or severance or long service payment to any person or pay any other compensation to any of its employees and to the best knowledge, information and belief of the Vendor, there are no facts or circumstances which are likely to give rise to any litigation or proceedings. There are no unfulfilled or unsatisfied judgments or orders against the Group Members or any of its material assets and there has been no delay by it in the payment of any obligation due for payment.

- 8.2 There are no current disputes between any Group Member and any of its customers, suppliers, employees or officers in relation to goods or services purchased or supplied, plant or machinery, duties or work or any loss, damage or injury resulting therefrom which if determined adversely against the Group would material and adversely affect on the Group.

9. Employment and Retirement Scheme Matters

- 9.1 There has been no past and there is no existing or threatened (in writing) or pending industrial or trade dispute involving any Group Member which if determined adversely against the Group would material and adversely affect on the Group and any of its employees, there are no agreements or arrangements (whether oral or in writing or existing by reason of custom and practice) between any Group Member and any trade union or other employees' representatives concerning or affecting any member's employees and there are no trade unions or other employees' representatives whom the relevant Group Member recognises to any extent for collective bargaining purposes.
- 9.2 No Group Member has either given notice of any redundancies or lay offs nor started consultations with any independent trade union or employees' representatives regarding redundancies, lay offs or dismissals within the period of one (1) year prior to the date hereof. No circumstances have arisen under which any Group Member is likely to be required to pay damages for wrongful dismissal, to make any statutory severance, redundancy or long service payment or to make or pay any compensation for unreasonable dismissal or to make any other payment under any employment protection legislation or to reinstate or re-engage any former employee. No circumstances have arisen under which any Group Member is likely to be required to pay damages or compensation, or suffer any penalty or be required to take corrective action or be subject to any form of discipline under any laws conferring protection against discrimination, harassment, victimisation or vilification by reason of age, gender, family circumstances, race, religion or disability. There are no current, pending or threatened claims of any type against it by any existing or former employees.
- 9.3 There are no existing service or other agreements or contracts between any Group Member and any of its directors or executives or employees which

cannot be lawfully terminated by three (3) calendar months' notice or less without giving rise to any claim for damages or compensation other than a statutory redundancy or severance or long service payment, and each Group Member has complied in all material respects with all its obligations under all ordinances, statutes and regulations, codes, orders and awards in connection with its employees and with all collective agreements with respect to trade unions or to employees of such Group Member.

- 9.4 No Group Member has any scheme or arrangement for the payment of bonuses to employees that are not incurred in the ordinary course of businesses of the Group Member.
- 9.5 Each Group Member has at all relevant times complied with in all material respects all its obligations under statute or otherwise concerning the health and safety at work of its employees, and there are no claims capable of arising or threatened or pending by any employee or third party in respect of any accident or injury which are not fully covered by insurance.
- 9.6 No term of employment of any employee of any Group Member provides that a change in control of such Group Member (however change of control may be defined, if at all) shall entitle the employee to treat the change of control as amounting to a breach of the contract or entitling him to any payment or benefit whatsoever or entitling him to treat himself as redundant or otherwise dismissed or released from any obligation.

Other than the statutory required retirement scheme, there are no retirement benefits, pension, provident, superannuation, share option, share incentive, life assurance, disability or similar schemes, arrangements or obligations for any employees or directors or former employees or directors of each Group Member or any of their spouses or dependants, and the Vendor and each Group Member have no obligation (whether legally binding or established by custom) to pay any pension, allowance or gratuity or make any other payment on termination of service, death or retirement or to make any payment for the purpose of providing any similar benefits to or in respect of any person who is now or has been an officer or employee of such Group Member or any spouse or dependant of any such person and are not a party to any scheme or arrangement having as its purpose or one of its purposes the making of such payments or the provision of such benefits. The Vendor and each Group Member have not announced any proposals to establish any such schemes, arrangements or obligations.

- 9.7 The warranties given in this paragraph 9 only refer to the circumstances that exist after 28 February 2012 and shall exclude 佛山聯創華聯電子有限公司. The warranties are given by the Vendor in the best of his knowledge.

10. Accuracy of Information Provided

- 10.1 All information contained in this Agreement (including the Recitals and the Schedules) is true and correct in all material respects and not misleading in any material respect.

- 10.2 All information given to the Purchaser and its professional advisers by the Vendor, the officers and employees of any Group Member, the Vendor's professional advisers and the Company's advisers during the negotiations prior to this Agreement was when given and is at the date hereof true and correct in all material respects.
- 10.3 There is no fact or matter concerning any Group Member and their respective businesses and affairs which has not on the basis of good faith been disclosed to the Purchaser in writing which would reasonably be expected to influence the decision of the Purchaser to proceed with the purchase of the Sale Shares on the terms of this Agreement.

11. Matters since the Accounting Date

Since the Accounting Date:

- 11.1 there has been no material and adverse interruption or alteration in the nature, scope or manner of the Group's business which business has been carried on lawfully and in the ordinary and usual course of business so as to maintain it as a going concern;
- 11.2 there has been no material adverse change in the financial condition or the position, assets or liabilities of the said business or the Group as compared with the position disclosed by the Accounts and there has been no material damage, destruction or loss (whether or not covered by insurance) affecting the said business or its assets;
- 11.3 each Group Member has continued to pay its creditors in the ordinary course of business and no unusual trade discounts have been incorporated into any contract entered into by any Group Member;
- 11.4 no Group Member has repaid any loan capital in whole or in part (other than indebtedness to its bankers) or has it become bound or liable to be called upon to repay prematurely any loan capital or borrowed monies;
- 11.5 no Group Member has, except in the ordinary course of business, acquired, sold, transferred or otherwise disposed of any assets of whatsoever nature in excess of 10% of the net asset value of the Group;
- 11.6 no Group Member has cancelled, waived, released or discontinued any rights, debts or claims;
- 11.7 no Group Member has incurred any material capital expenditure in a sum in excess of HK\$1,000,000 or made any material capital commitment or disposed of any fixed assets;
- 11.8 no dividends, bonuses or other distributions have been declared, paid or made in respect of any of the Sale Shares;
- 11.9 save for the issuance of the shares pursuant to the conversion of the creditors convertible bonds, no share or loan capital of any Group Member has been issued or agreed to be issued or any option or right thereover granted;

- 11.10 the Group has not undergone any capital reorganisation or change in its capital structure;
- 11.11 no resolutions have been passed by any Group Member and nothing has been done in the conduct or management of the affairs of any Group Member which would be likely materially to reduce the net asset value of the such Group Member or the Group as a whole;
- 11.12 no Group Member has made any purchase or sale or introduced any method of management or operation in respect of the business, undertaking or assets of such Group Member except in a manner consistent with proper prior practice or in the ordinary and usual course of business of such Group Member;
- 11.13 no Group Member has incurred or become subject to any liability or obligation (absolute or contingent) except current liabilities and obligations, in each case incurred under contracts entered into in the ordinary course of business and consistent with past practice which do not materially increase or amount of liabilities or obligations disclosed in the Accounts; no material and adverse changes have occurred in the assets and liabilities (actual or contingent) shown in the Accounts and no Group Member has discharged or satisfied any Encumbrance or any other obligation or liability (absolute or contingent) other than liabilities disclosed in the Accounts as at the Accounting Date and current liabilities incurred since the Accounting Date in the ordinary course of business;
- 11.14 no Group Member has carried out or entered into any transaction and no other event has occurred in consequence of which (whether alone or together with any one or more transactions or events occurring before on or after the date hereof) any liability to Tax of any Group Member has arisen or will or may arise (or would have arisen or would or might arise but for the availability of any relief, allowance, deduction or credit) other than profits tax on actual income or profits of any Group Member arising from transactions entered into in the ordinary course of business; and
- 11.15 no material payment has been made by any Group Member which are not incurred in the ordinary course of business.

12. Connected Transactions

- 12.1 Save for service agreements with directors, there is not now outstanding any contract or arrangement to which any of the Group Member are parties and the Vendor or its beneficial owners or any then or present director of each of the Group Member, is or has been interested, whether directly or indirectly.
- 12.2 Save for specifically disclosed in the Accounts and amounts outstanding between each Group Member and amounts outstanding between 佛山聯創華聯電子有限公司 and its non-controlling shareholders, no amounts are outstanding between each Group Member and its shareholders or directors, or have been specifically disclosed in the Accounts.

Part II

Purchaser Warranties

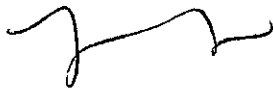
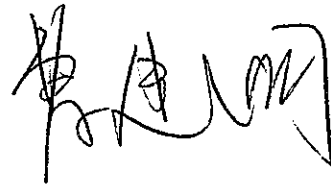
1. Corporate Matters

- 1.1 The Purchaser is duly incorporated and validly exists under the laws of its place of incorporation.
- 1.2 The Purchaser has necessary power and authority to enter into and perform this Agreement and any other relevant documents and the provisions of this Agreement, when executed, will constitute valid and binding obligations on the Purchaser in accordance with its terms.
- 1.3 The execution and delivery of, and the performance by the Purchaser of its obligations under, this Agreement will not result in a breach of any order, judgment or decree of any court or governmental agency to which the Purchaser is a party or by which it is bound.
- 1.4 The Purchaser has taken or obtained all necessary corporate and other actions and consents to authorise the execution and performance by it of this Agreement.

IN WITNESS WHEREOF the undersigned has executed this Agreement on the date appearing at the head hereof

SIGNED by Hailiang Group Co., Ltd.
海亮集團有限公司, corporate director
for and on behalf of
Rich Pro Investments Limited
in the presence of:

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)
)
)



Lo Wai Kwan Eric

SIGNED by Suen Cho Hung, Paul, director
for and on behalf of
Brilliant Capital International Limited
in the presence of:

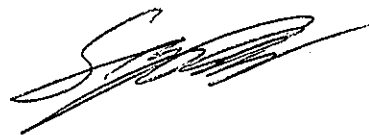
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Shirley Lau
Troutman Sanders
Solicitor, HKSAR

SIGNED by
Suen Cho Hung, Paul
in the presence of:

)
)
)



Shirley Lau
Troutman Sanders
Solicitor, HKSAR