

DATE: 30 OCTOBER 2023

**GOLDBOND GROUP HOLDINGS LIMITED**  
**金榜集團控股有限公司**  
**(as the “Vendor”)**

**and**

**CHINA RONGZHONG FINANCIAL HOLDINGS COMPANY LIMITED**  
**中國融眾金融控股有限公司**  
**(as the “Purchaser”)**

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**AGREEMENT FOR SALE AND PURCHASE**  
**OF SHARES IN**  
**ULTIMATE HARVEST GLOBAL LIMITED**  
**至豐環球有限公司**

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THIS AGREEMENT is made on the 30<sup>th</sup> day of October , 2023

BETWEEN:

- (1) **GOLDBOND GROUP HOLDINGS LIMITED 金榜集團控股有限公司**, a company incorporated in Hong Kong with limited liability and having its registered office at Unit 3901, 39/F, Tower One, Lippo Centre, 89 Queensway, Hong Kong (the “Vendor”); and
- (2) **CHINA RONGZHONG FINANCIAL HOLDINGS COMPANY LIMITED 中國融眾金融控股有限公司**, a company incorporated in the Cayman Islands with limited liability and having its registered office at Third Floor, Century Yard, Cricket Square, P.O. Box 902, Grand Cayman, KY1-1103, Cayman Islands (the “Purchaser”).

WHEREAS :

- (A) **ULTIMATE HARVEST GLOBAL LIMITED 至豐環球有限公司** (the “Company”) is a company incorporated in the British Virgin Islands with limited liability and as at the date hereof, has an authorised capital of US\$50,000 divided into 50,000 ordinary shares of US\$1.00 each, of which 100 shares have been issued and are fully paid up or credited as fully paid. Particulars of the Company are set out in Schedule 1.
- (B) As of the date of this Agreement, the Vendor and the Purchaser beneficially own 49 and 51 issued shares of the Company respectively.
- (C) The Vendor and the Purchaser agree to enter into this Agreement for the sale and purchase of the Sale Shares subject to and upon the terms and conditions hereinafter appearing.

NOW IT IS HEREBY AGREED as follows:

**1. INTERPRETATION**

- 1.1 In this Agreement (including the Recitals and Schedule), unless the context requires otherwise, the following words and expression shall have the meanings ascribed to each of them respectively below:

“Associates”	has the meaning ascribed thereto under the Listing Rules
“Business Day”	a day (other than a Saturday or Sunday) on which licensed banks are generally open for business in Hong Kong throughout their normal business hours
“Consideration Shares”	46,052,632 Shares to be allotted and issued

	at HK\$0.38 per share to the Vendor in accordance with Clause 4.2 in consideration for the purchase of the Sale Shares
<b>“Completion”</b>	completion of the sale and purchase of the Sale Shares in accordance with the terms and conditions of this Agreement
<b>“Completion Date”</b>	The date falling seven (7) Business Days after the conditions set out in Clause 3.1 being fulfilled or, where applicable, waived
<b>“Deed of Termination”</b>	the deed of termination of the Shareholders Agreement in the agreed form to be made between the Vendor, the Company and the Purchaser, a draft of which is set out in Schedule 4
<b>“Encumbrance”</b>	any mortgage, charge, pledge, lien, (otherwise than arising by statute or operation of law), hypothecation or other encumbrance, priority or security interest, deferred purchase, title retention, leasing, sale-and-repurchase or sale-and-leaseback arrangement whatsoever over or in any property, assets or rights of whatsoever nature and includes any agreement for any of the same and “Encumber” shall be construed accordingly
<b>“Independent Shareholders”</b>	the shareholders of the Purchaser, who under the Listing Rules, are not required to abstain from voting for the resolutions approving this Agreement, the allotment and issue of Consideration Shares and the transactions contemplated hereunder
<b>“Listing Rules”</b>	the Rules Governing the Listing of Securities on the Stock Exchange
<b>“Long Stop Date”</b>	31 March 2024
<b>“Group”</b>	the Company and its subsidiaries from time to time (including the Hong Kong Company, the PRC Holding and the PRC Subsidiaries), and the expressions “Group Company” and “member of the Group” shall be construed accordingly

<b>“Hangzhou Jinyuhong”</b>	Hangzhou Jinyuhong Automobile Leasing Services Co., Ltd.* 杭州金寓宏汽车租赁服务有限公司, a company established under the laws of PRC, particulars of which are set out in Schedule 1
<b>“Hong Kong”</b>	the Hong Kong Special Administrative Region of the PRC
<b>“Hong Kong Company”</b>	Harvest Well Limited, a company incorporated in Hong Kong with limited liability and directly wholly owned by the Company and directly hold the PRC Holding, particulars of which are set out in Schedule 1
<b>“Huzhou Jinyuhong”</b>	Huzhou Jinyuhong Automobile Leasing Services Co., Ltd.* 湖州金寓宏汽车租赁服务有限公司, a company established under the laws of PRC, particulars of which are set out in Schedule 1
<b>“Huzhou Zhuoan”</b>	Huzhou Zhuoan Automobile Leasing Services Co., Ltd.* 湖州卓安汽车租赁服务有限公司, a company established under the laws of PRC, particulars of which are set out in Schedule 1
<b>“Huzhou Zhuofan”</b>	Huzhou Zhuofan Automobile Leasing Services Co., Ltd.* 湖州卓凡汽车租赁服务有限公司, a company established under the laws of PRC, particulars of which are set out in Schedule 1
<b>“Jiaxing Jinyuhong”</b>	Jiaxing Jinyuhong Automobile Leasing Services Co., Ltd.* 嘉兴金寓宏汽车租赁服务有限公司, a company established under the laws of PRC, particulars of which are set out in Schedule 1
<b>“Jiaxing Zhuoan”</b>	Jiaxing Zhuoan Automobile Leasing Services Co., Ltd.* 嘉兴卓安汽车租赁服务有限公司, a company established under the laws of PRC, particulars of which are set out in Schedule 1
<b>“Jiaxing Zhuofan”</b>	Jiaxing Zhuofan Automobile Leasing

	Services Co., Ltd.* 嘉兴卓凡汽车租赁服务有限公司, a company established under the laws of PRC, particulars of which are set out in Schedule 1
<b>“Jinhua Jinyuhong”</b>	Jinhua Jinyuhong Automobile Leasing Services Co., Ltd.* 金华金寓宏汽车租赁服务有限公司, a company established under the laws of PRC, particulars of which are set out in Schedule 1
<b>“Ningbo Hongyue”</b>	Ningbo Hongyue Automobile Leasing Services Co., Ltd.* 宁波宏悦汽车租赁服务有限公司, a company established under the laws of PRC, particulars of which are set out in Schedule 1
<b>“Ningbo Jinyuhong”</b>	Ningbo Jinyuhong Automobile Leasing Services Co., Ltd.* 宁波金寓宏汽车租赁服务有限公司, a company established under the laws of PRC, particulars of which are set out in Schedule 1
<b>“Ningbo Zhuoling”</b>	Ningbo Zhuoling Automobile Leasing Services Co., Ltd.* 宁波卓领汽车租赁服务有限公司, a company established under the laws of PRC, particulars of which are set out in Schedule 1
<b>“PRC”</b>	the People’s Republic of China which, for the purpose of this Agreement, unless the context requires otherwise, excludes Hong Kong, the Macau Special Administrative Region of the PRC and Taiwan
<b>“PRC Holding”</b>	Jinyuhuihong Management Consulting (Shanghai) Co., Ltd.* 金寓汇宏管理咨询(上海)有限公司, a wholly owned foreign enterprise established under the laws of PRC, directly wholly owned by the Hong Kong Company for the purpose of holding the equity interests in the PRC Subsidiaries, particulars of which are set out in Schedule 1
<b>“PRC Subsidiaries”</b>	Hangzhou Jinyuhong, Huzhou Jinyuhong, Huzhou Zhuoan, Huzhou Zhuofan, Jiaxing

	Jinyuhong, Jiaxing Zhuoan, Jiaxing Zhuofan, Jinhua Jinyuhong, Ningbo Hongyue, Ningbo Jinyuhong, Ningbo Zhuoling, Shaoxing Jinyuhong, Shaoxing Zhuoling, Taizhou Jinyuhong, Wenzhou Zhuofan, and any such other subsidiaries which are to be established under the laws of PRC, with the consent of the Purchaser, from time to time, all of which are or will be directly wholly owned by the PRC Holding
<b>“Purchaser’s Warranties”</b>	the representations, warranties and undertakings set out in Schedule 3 and all other representations, undertakings and warranties provided by the Purchaser under this Agreement, and <b>“Purchaser’s Warranty”</b> means any one of them
<b>“Sale Shares”</b>	has the meaning given in Clause 2.1
<b>“SFC”</b>	the Securities and Futures Commission of Hong Kong
<b>“Shaoxing Jinyuhong”</b>	Shaoxing Jinyuhong Automobile Leasing Services Co., Ltd.* 绍兴金寓宏汽车租赁服务有限公司, a company established under the laws of PRC, particulars of which are set out in Schedule 1
<b>“Shaoxing Zhuoling”</b>	Shaoxing Zhuoling Automobile Leasing Co., Ltd.* 绍兴卓领汽车服务有限公司, a company established under the laws of PRC, particulars of which are set out in Schedule 1
<b>“Share(s)”</b>	share(s) of HK\$0.01 each in the capital of Purchaser
<b>“Shareholders Agreement”</b>	the shareholders agreement entered into among the Vendor, the Purchaser and the Company dated 4 March 2022
<b>“Specific Mandate”</b>	the specific mandate to be sought from the shareholders of the Purchaser at an extraordinary general meeting of the Purchaser for the allotment and issue of the Consideration Shares
<b>“Stock Exchange”</b>	The Stock Exchange of Hong Kong Limited

<b>“Subscription Agreement”</b>	the subscription agreement made between the Vendor and the Purchaser dated 30 October 2023, pursuant to which the Vendor has conditionally agreed to subscribe for, and the Purchaser has conditionally agreed to allot and issue a number of its new shares to the Vendor to offset the loan capitalisation amount owed by the Purchaser to the Vendor as specified therein;
<b>“Taizhou Jinyuhong”</b>	Taizhou Jinyuhong Car Rental Services Co., Ltd.* 台州金寓宏汽车租赁服务有限公司, a company established under the laws of PRC, particulars of which are set out in Schedule 1
<b>“this Agreement”</b>	this agreement for the sale and purchase of the Sale Shares, as amended from time to time
<b>“Takeovers Code”</b>	the Code on Takeovers and Mergers of Hong Kong
<b>“Taxation”</b>	all forms of taxation including overseas taxation and all forms of profits tax, income tax, interest tax, estate duty and stamp duty and all levies, imposts, duties, charges, fees, deductions and withholdings whatsoever charged or imposed by any statutory, governmental state, provincial, local government or municipal authority whatsoever and the expression <b>“Tax”</b> shall be construed according
<b>“Tax Indemnity”</b>	the deed of indemnity in the agreed form to be made between the Vendor, the Company and the Purchaser, a draft of which is set out in Schedule 5
<b>“Warranties”</b>	the representations, warranties and undertakings set out in Schedule 2 and all other representations, warranties and undertakings provided by the Vendor under this Agreement, and <b>“Warranty”</b> means any one of them
<b>“Wenzhou Zhuofan”</b>	Wenzhou Zhuofan Automobile Leasing Services Co., Ltd.* 温州卓凡汽车租赁服



务有限公司 a company established under the laws of PRC, particulars of which are set out in Schedule 1

“HK\$”

Hong Kong dollars, the lawful currency of Hong Kong

“RMB”

Renminbi, the lawful currency of the PRC

“US\$”

United States dollars, the lawful currency of the United States of America

*\*For identification purpose only*

- 1.2 References herein to Clauses, the Schedules and the Exhibit are to clauses in, the schedules to and the exhibit to, this Agreement unless the context requires otherwise and the Schedules and the Exhibit to this Agreement shall be deemed to form part of this Agreement.
- 1.3 A “**subsidiary**” or “**holding company**” is to be construed (unless the context otherwise requires) in accordance with sections 13 and 15 of the Companies Ordinance (Chapter 622 of the Laws of Hong Kong).
- 1.4 A “**person**” means any natural person, firm, company, competent authority, joint venture, partnership, association or other entity (whether or not having separate legal personality) and includes a reference to that person's legal personal representatives and successors.
- 1.5 The expressions the “**Vendor**” and the “**Purchaser**” shall, where the context permits, include their respective successors and personal representatives.
- 1.6 The headings are inserted for convenience only and shall not affect the construction of this Agreement.
- 1.7 Unless the context requires otherwise, words importing the singular include the plural and vice versa and words importing a gender include every gender.
- 1.8 In this Agreement, any reference to a document in the “**agreed form**” is to a form of the relevant document which is in form and substance satisfactory to the Purchaser.

## **2. SALE AND PURCHASE OF THE SALE SHARES**

- 2.1 On the terms and subject to the conditions precedent set out in Clause 3.1 being fulfilled or, where applicable, waived, the Vendor shall sell and the Purchaser shall purchase a total number of 49 issued ordinary shares in the share capital of the Company (the “**Sale Shares**”) free from all Encumbrances and together with all rights and benefits now and hereafter attaching thereto including the right to all dividends and distributions declared, made or paid, or agreed to be made or paid thereon or in respect thereof after Completion.

### **3. CONDITIONS**

- 3.1 Completion shall be conditional upon and subject to:
- (a) the passing of the ordinary resolutions by the Independent Shareholders at an extraordinary general meeting of the Purchaser to be convened and held to approve this Agreement and the transactions contemplated hereunder, including the grant of the Specific Mandate for the allotment and issue of the Consideration Shares;
  - (b) the obtaining of a valuation report (in form and substance satisfactory to the Purchaser) from an independent valuer appointed by the Purchaser and showing the value of 100% of the Group as a group;
  - (c) the Warranties remaining true and accurate and not misleading in all respects;
  - (d) the Purchaser's Warranties remaining true and accurate and not misleading in all respects;
  - (e) the Listing Committee of the Stock Exchange having granted the listing of and permission to deal in the Consideration Shares; and
  - (f) all conditions precedent set out in Clause 3.1(a) and (b) of the Subscription Agreement having been satisfied (or waived, if applicable).
- 3.2 The Purchaser may at any time waive in whole or in part and conditionally or unconditionally the condition precedent set out in Clause 3.1(c) by notice in writing to the Vendor.
- 3.3 The Vendor may at any time waive in whole or in part and conditionally or unconditionally the condition precedent set out in Clause 3.1(d) by notice in writing to the Purchaser.
- 3.4 The Vendor shall procure that all information and documents required pursuant to the Listing Rules, and other applicable rules, codes and regulations whether in connection with the preparation of all circulars, reports, documents, independent advice or otherwise are duly given promptly to the Purchaser, the Stock Exchange, the SFC and other relevant regulatory authorities.
- 3.5 If the conditions set out in Clause 3.1 have not been satisfied or, where applicable, waived on or before 4:00 p.m. on the Long Stop Date, or such later date as the Vendor and the Purchaser may agree, this Agreement shall cease and terminate immediately on the Long Stop Date (save and except Clauses 6, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, and 20 which shall continue to have full force and effect), and thereafter neither party shall have any obligations and liabilities which have been accrued prior to termination towards each other hereunder.
- 3.6 The Vendor and the Purchaser shall use their best commercial efforts to procure

satisfaction of the conditions (other than those waived by the relevant party under Clauses 3.2 and 3.3), by 4:00 p.m. on the Long Stop Date.

#### **4. CONSIDERATION**

- 4.1 The aggregate consideration for the sale and purchase of the Sale Shares shall be HK\$17,500,000.
- 4.2 The consideration for the sale and purchase of the Sale Shares shall be satisfied by the Purchaser allotting and issuing the Consideration Shares to the Vendor, credited as fully paid at HK\$0.38.
- 4.3 The Consideration Shares, when allotted and issued, shall rank pari passu in all respects with the Shares then in issue, including the right to receive all dividends declared, made or paid after the Completion Date (save that they shall not rank for any dividend or other distribution of the Purchaser declared made, or paid by reference to a record date before the Completion Date).

#### **5. COMPLETION**

- 5.1 Subject to all the conditions set out in Clause 3.1 being satisfied (or waived, if applicable), Completion shall take place at 5:00 p.m. on the Completion Date, or such later time or date as the Vendor and the Purchaser may agree, at the Purchaser's principal place of business in Hong Kong or such other place as the Vendor and the Purchaser may agree when all the acts and requirements set out in this Clause 5 shall be complied with.
- 5.2 At Completion, the Vendor shall deliver or cause to be delivered to the Purchaser:
  - (a) instrument(s) of transfer in respect of the transfer of the Sale Shares duly executed by the Vendor in favour of the Purchaser and/or its designated nominee(s);
  - (b) original share certificate(s) in respect of the Sale Shares;
  - (c) if requested by the Purchaser, the written resignation of any of the directors of the Company nominated by the Vendor together with a written acknowledgement under seal from him/her/it that he/she/it has no claims against the Company whether by way of compensation, remuneration, severance payments, expenses, damages or otherwise;
  - (d) the Deed of Termination duly executed under seal by the Vendor;
  - (e) the Tax Indemnity duly executed under seal by the Vendor;
  - (f) the resolutions of the board of directors of the Company referred to in Clause 5.3;
  - (g) such other documents as may be required to give to the Purchaser good title to

the Sale Shares and to enable the Purchaser or its designated nominees to become the registered owner thereof;

- (h) the resolutions passed by the board of directors of the Vendor approving this Agreement and the transactions contemplated hereunder and other documents necessary for the purpose of effecting this transaction and authorising a person or persons to execute the same (with seal, where appropriate) for and on its behalf.

5.3 The Vendor and the Purchaser shall procure a meeting of the board of directors of the Company to be held at which resolutions shall be passed for:

- (a) the approval for the transfer of the Sale Shares to the Purchaser (or its designated nominees) and the registration of such transfer, subject to the relevant instruments of transfer being duly presented for registration;
- (b) the approval and the authorisation of execution of the Deed of Termination under Clause 5.2(d) under seal for and on behalf of the Company;
- (c) the approval and the authorisation of execution of the Tax Indemnity under Clause 5.2(e) under seal for and on behalf of the Company;
- (d) the acceptance of the resignation of the directors (if any) under Clause 5.2(c) and the appointment of such persons nominated by the Purchaser as directors of the Company with effect from Completion; and
- (e) the delivery to each of the Vendor and the Purchaser the Deed of Termination and the Tax Indemnity duly executed by the Company.

5.4 The Vendor and the Purchaser shall procure the Company to:

- (a) deliver to each of the Vendor and the Purchaser the Deed of Termination under Clause 5.2(d) duly executed by the Company; and
- (b) deliver to each of the Vendor and the Purchaser the Tax Indemnity under Clause 5.2(e) duly executed by the Company.

5.5 Against compliance and fulfilment of all acts requirements set out in Clauses 5.2, 5.3 and 5.4, the Purchaser shall:

- (a) deliver to the Vendor a certified true copy of the duly executed instrument(s) of transfer in respect of the Sale Shares;
- (b) deliver to the Vendor copies, certified as true and complete by a director of the Purchaser, of resolutions passed by the Independent Shareholders under Clause 3.1(a) and resolutions passed by the board of directors of the Purchaser approving this Agreement, the allotment and issues of the Consideration Shares, the Deed of Termination, the Tax Indemnity and transactions complemented thereunder, and other documents necessary for the purpose of effecting the

transactions and authorising a person or persons to execute the same (with seal, where appropriate) for and on its behalf;

- (c) deliver to the Vendor the Deed of Termination under Clause 5.2(d) duly executed by the Purchaser; and
- (d) deliver to the Vendor the Tax Indemnity under Clause 5.2(e) duly executed by the Purchaser.

5.6 In the event that the Vendor shall fail to do anything required to be done by them under Clauses 5.2, 5.3 and 5.4, the Purchaser may at its sole discretion:

- (a) defer Completion to a day not more than twenty-eight (28) days after the date fixed for Completion; or
- (b) proceed to Completion so far as legal and practicable but without prejudice to the Purchaser's right to the extent that the Vendor and the Company shall not have complied with their obligations hereunder; or
- (c) rescind this Agreement and neither party shall have any claim against the other.

5.7 The Purchaser shall not be obliged to complete the sale and purchase of any of the Sale Shares unless the Vendor completes the sale of all the Sale Shares simultaneously.

5.8 Completion of this Agreement shall take place simultaneously with the completion of the transactions contemplated under the Subscription Agreement.

5.9 The Vendor undertakes to the Purchaser that it shall deliver to the Purchaser forthwith upon Completion any information or documents and/or provide any assistance as reasonably required by the Purchaser to verify the accuracy of the Warranties given under this Agreement.

## **6. RESTRICTION ON ANNOUNCEMENTS**

6.1 Each of the parties undertakes to the other that it will not, at any time after the date of this Agreement, divulge or communicate to any person other than to its professional advisers, or when required by law or any rule of any relevant stock exchange body, or to its respective officers or employees whose province it is to know the same any confidential information concerning the business, accounts, finance or contractual arrangements or other dealings, transactions or affairs of the other which may be within or may come to its knowledge and it shall use its best endeavours to prevent the publication or disclosure of any such confidential information concerning such matters.

6.2 No public announcement or communication of any kind shall be made in respect of the subject matter of this Agreement unless specifically agreed between the parties or unless an announcement is required pursuant to the applicable law and the regulations or the requirements of the Stock Exchange, the SFC or any other regulatory body or authority.

## **7. WARRANTIES AND UNDERTAKINGS**

- 7.1 The Vendor hereby represents and warrants to the Purchaser that the Warranties are true and accurate in all respects and not misleading as at the date of this Agreement and will continue to be so up to and including the time of Completion. The Vendor acknowledges that the Purchaser has entered into this Agreement in reliance upon the Warranties and that the Purchaser has been induced to enter into this Agreement by each of the Warranties.
- 7.2 The Purchaser represents and warrants to the Vendor that the Purchaser's Warranties are true and accurate and not misleading in all respects as at the date of this Agreement and will continue to be so up to and including the time of Completion. The Purchaser acknowledges that the Vendor has entered into this Agreement in reliance upon the Purchaser's Warranties and that the Vendor has been induced to enter into this Agreement by each of the Purchaser's Warranties.
- 7.3 Each of the Warranties is without prejudice to any other Warranty and, except here expressly or otherwise stated, no provision in any Warranty shall govern or limit the extent or application of any other provision in any Warranty.
- 7.4 Each of the Purchaser's Warranties is without prejudice to any other Purchaser's Warranty and, except here expressly or otherwise stated, no provision in any Purchaser's Warranty shall govern or limit the extent or application of any other provision in any Purchaser's Warranty.
- 7.5 If at any time before Completion, the Purchaser or the Vendor finds that any of the Warranties or the Purchaser's Warranties (as the case may be) is in material aspect incorrect or has not been or is incapable of being fulfilled, the Purchaser or the Vendor (as the case may be) may rescind this Agreement by written notice to the other party. If the Purchaser or the Vendor (as the case may be) shall elect to rescind this Agreement, and this Agreement shall cease (save and except Clauses 6, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19 and 20 which shall continue to have full force and effect), and thereafter neither party shall have any obligations and liabilities which have been accrued prior to termination towards each other hereunder.

## **8. FURTHER ASSURANCE**

- 8.1 The Vendor shall, at the cost of the Purchaser execute, do and perform or procure to be executed, done and performed by other necessary parties all such further acts, agreements, assignments, assurances, deeds and documents as the Purchaser may reasonably require to vest effectively the legal and beneficial ownership of the Sale Shares in the Purchaser subject to and upon the terms and conditions of this Agreement.

## **9. ACCESS TO INFORMATION**

- 9.1 The Vendor shall procure that, pending Completion, the Purchaser, their agents, representatives and professional advisers are given promptly on request full access to



all such facilities and information regarding the business, assets, liabilities, contracts and affairs of the Group and other evidence of ownership of the assets owned by the Group as the Purchaser may require.

## **10. NOTICES**

- 10.1 Each notice, demand or other communication given, made or serve under this Agreement shall be in writing and delivered or sent to the relevant party by prepaid postage (by airmail if to another country), email transmission, facsimile transmission or personal delivery to its address, email or fax number as 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 Vendor : Goldbond Group Holdings Limited  
金榜集團控股有限公司

Address : Unit 3901, 39/F, Tower One, Lippo  
Centre, 89 Queensway, Hong Kong

Email : davidwong@goldbondgroup.com

Fax Number : (852) 2826 9289

Attention : Mr. David Wong

To the Purchaser : China Rongzhong Financial Holdings Company Limited  
中國融眾金融控股有限公司

Address : Unit 3901, 39/F, Tower One, Lippo  
Centre, 89 Queensway, Hong Kong

Email : kennethcheng@rongzhong.cn

Fax Number : (852) 2899 2029

Attention : Mr. Kenneth Cheng

- 10.2 Each notice, demand or other communication given, made or serve under this Agreement shall be deemed to have been given and received by the relevant parties (i) within two (2) days after the date of posting, if sent by local mail; four (4) days after the date of posting, if sent by airmail; (ii) when delivered, if delivered by hand; and (iii) on dispatch, if sent by email or facsimile transmission.

## **11. TIME AND NO WAIVER**

- 11.1 Time shall in every respect be of the essence of this Agreement but no failure on the part of any party hereto to exercise, and no delay on its part in exercising any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right under this Agreement preclude any other or further exercise of it or the

exercise of any other right(s) or prejudice or affect any right(s) against any other parties hereto under the same liability, whether joint, several or otherwise. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

**12. INVALIDITY**

- 12.1 If at any time any one or more of the provisions of this Agreement is/are or become(s) illegal, invalid or unenforceable in any respect under laws of any jurisdiction, the legality, validity or enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

**13. AMENDMENTS**

- 13.1 This Agreement shall not be amended, supplemented or modified except by instruments in writing signed by each of the parties hereto.

**14. ASSIGNMENT**

- 14.1 This Agreement shall be binding on and enure to the benefit of each party hereto and its respective successors and permitted assigns provided that none of the parties hereto shall assign or transfer or purport to assign or transfer any of its rights or obligations hereunder without the prior written consent of the other parties.

**15. ENTIRE AGREEMENT**

- 15.1 This Agreement constitutes an entire agreement between the parties hereto with respect to the matters dealt with herein and supersedes any previous agreements, arrangements, statements or transactions between the parties hereto in relation to the subject matters hereof including the Letter of Intent.

**16. COSTS AND STAMP DUTY**

- 16.1 Each party shall bear its own costs and expenses (including legal fees) incurred in connection with the preparation, negotiation, execution and performance of this Agreement and all documents incidental or relating to Completion.
- 16.2 All stamp duty (if any) payable in respect of the sale and purchase of the Sale Shares shall be borne by the Purchaser absolutely.

**17. COUNTERPARTS**

- 17.1 This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of parties hereto may execute this Agreement by signing any such counterparts.

**18. GOVERNING LAW AND JURISDICTION**

- 18.1 This Agreement shall be governed by and construed in accordance with the laws of



Hong Kong.

- 18.2 The parties hereto hereby irrevocably submit to the non-exclusive jurisdiction of the courts of Hong Kong.

**19. THIRD PARTIES' RIGHTS**

- 19.1 A person who is not a party to this Agreement shall have no rights under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) to enforce or enjoy the rights under this Agreement.

**20. SERVICE OF PROCESS**

- 20.1 The Purchaser agrees that the process by which any legal process arising out of or in connection with any proceedings before the Hong Kong courts in connection with this Agreement may be served on it by being delivered to the Purchaser's principal place of business in Hong Kong, currently at Unit 3901, 39/F, Tower One, Lippo Centre, 89 Queensway, Hong Kong. Nothing in this Clause 20 shall affect the right to serve process in any other manner permitted by law.

*[The remainder of this page is intentionally left blank]*

## **SCHEDULE 1**

### **Particulars**

	<b>Company Name</b>	<b>Date of Incorporation</b>	<b>Place of Incorporation</b>
	<b>The Company</b>		
1.	Ultimate Harvest Global Limited 至豐環球有限公司	5 August 2021	British Virgin Islands
	<b>The Hong Kong Company</b>		
2.	Harvest Well Limited	17 September 2021	Hong Kong
	<b>The PRC Holding</b>		
3.	金寓汇宏管理咨询(上海)有限公司	29 December 2021	The PRC
	<b>The PRC Subsidiaries</b>		
4.	杭州金寓宏汽车租赁服务有限公司	19 October 2023	The PRC
5.	湖州金寓宏汽车租赁服务有限公司	23 December 2019	The PRC
6.	湖州卓安汽车租赁服务有限公司	18 November 2021	The PRC
7.	湖州卓凡汽车租赁服务有限公司	30 September 2020	The PRC
8.	嘉兴金寓宏汽车租赁服务有限公司	9 September 2020	The PRC
9.	嘉兴卓安汽车租赁服务有限公司	22 September 2022	The PRC
10.	嘉兴卓凡汽车租赁服务有限公司	12 November 2021	The PRC
11.	金华金寓宏汽车租赁服务有限公司	25 October 2023	The PRC
12.	宁波宏悦汽车租赁服务有限公司	10 January 2022	The PRC
13.	宁波金寓宏汽车租赁服务有限公司	27 May 2020	The PRC

14.	宁波卓领汽车租赁服务有限公司	23 March 2021	The PRC
15.	绍兴金寓宏汽车租赁服务有限公司	29 May 2020	The PRC
16.	绍兴卓领汽车服务有限公司	26 October 2020	The PRC
17.	台州金寓宏汽车租赁服务有限公司	17 December 2021	The PRC
18.	温州卓凡汽车租赁服务有限公司	23 October 2023	The PRC

## **SCHEDULE 2**

### **Warranties**

#### **1. GENERAL**

- (A) All information which has been given by the Vendor or by the directors, officers, advisers or agents of the Vendor to the Purchaser or their employees or advisers in the course of negotiations leading to this Agreement is true and accurate and not misleading in all respects.
- (B) The Vendor has the right, power and authority to enter into and perform this Agreement and the Tax Indemnity which constitute or when executed will constitute legal, valid and binding obligations on the Vendor in accordance with their respective terms.
- (C) The Vendor has been duly incorporated or established and is validly existing under the laws of its jurisdiction of incorporation or establishment.
- (D) No order has been made, or petition presented, or resolution passed for the winding up of the Vendor nor has any distress, execution or other process been levied in respect of the Vendor which remains undischarged; nor is there any unfulfilled or unsatisfied judgment or court order outstanding against the Vendor or any of the relevant Companies.

#### **2. OWNERSHIP OF SHARES**

- (A) The Vendor is the sole beneficial owner of the Sale Shares free from all Encumbrances and there are no agreements or arrangements to create any Encumbrance over or affecting any of the Sale Shares.
- (B) The Sale Shares constitute 49% of the total issued share capital of the Company.
- (C) There are no agreements or arrangements in force which provide for the present or future issue, allotment or transfer of, or grant to any person the right whether conditional or otherwise to call for the issue, allotment or transfer of any share or loan capital of the Company including any option, right of pre-emption or conversion and no such right will be granted on or before Completion.

### **SCHEDULE 3**

#### **Purchaser's Warranties**

- (A) All information which has been given by the Purchaser or by the directors, officers, advisers or agents of the Company to the Vendor or their employees or advisers in the course of negotiations leading to this Agreement is true and accurate in all material respects.
- (B) The Purchaser has the right, power and authority to enter into and perform this Agreement which constitutes or when executed will constitute legal, valid and binding obligations on the Purchaser in accordance with their respective terms.
- (C) The Purchaser has been duly incorporated or established and is validly existing under the laws of its jurisdiction of incorporation or establishment.

**SCHEDULE 4**

**Deed of Termination**

**DATED      day of      2023**

**GOLDBOND GROUP HOLDINGS LIMITED**  
**金榜集團控股有限公司**

**and**

**China Rongzhong Financial Holdings Company Limited**  
**中國融眾金融控股有限公司**

**and**

**ULTIMATE HARVEST GLOBAL LIMITED**  
**至豐環球有限公司**

---

**DEED OF TERMINATION**

---

**THIS DEED** is dated

2023 and is made

**BETWEEN**

- (1) **GOLDBOND GROUP HOLDINGS LIMITED 金榜集團控股有限公司**, a company incorporated in Hong Kong with limited liability and having its registered office at Unit 3901, 39/F, Tower One, Lippo Centre, 89 Queensway, Hong Kong (the “**Vendor**”);
- (2) **CHINA RONGZHONG FINANCIAL HOLDINGS COMPANY LIMITED 中國融眾金融控股有限公司**, a company incorporated in the Cayman Islands with limited liability and having its registered office at Third Floor, Century Yard, Cricket Square, P.O. Box 902, Grand Cayman, KY1-1103, Cayman Islands (the “**Purchaser**”); and
- (3) **ULTIMATE HARVEST GLOBAL LIMITED 至豐環球有限公司**, a company incorporated in the British Virgin Islands with limited liability and having its registered office at Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands (the “**Company**”).

(The Vendor, the Purchaser and the Company together are hereafter referred to as the “**Parties**” and each a “**Party**”)

**WHEREAS:**

- (A) The parties entered into a shareholders agreement dated 4 March 2023 in respect of the Company (the “**Shareholders Agreement**”).
- (B) Pursuant to the agreement for the sale and purchase of the shares of the Company dated 30 October 2023, between, inter alia, the Vendor and Purchaser, which shall be completed on the date of this Deed, the Parties agree to terminate the Shareholders Agreement in accordance with this Deed.

**BY WHICH IT IS AGREED** as follows:

**1. RELEASE AND DISCHARGE**

- 1.1 In this Deed, unless the context requires otherwise, capitalised terms used herein shall have the same meanings ascribed to each of them in the Shareholders Agreement.

**2. TERMINATION OF THE SHAREHOLDERS AGREEMENT**

- 2.1 The Parties agree that the Shareholders Agreement shall be terminated with immediate effect from the date of this Deed.
- 2.2 With effect from the date of this Deed, each party shall be released and discharged forthwith from their respective outstanding obligations (if any) under the Shareholder Agreement and each of them have no further obligations or rights or any claims against the other party under the Shareholder Agreement.



### **3. WARRANTIES OF THE PARTIES**

Each Party represents and warrants to the other Parties that:

- 3.1 such Party has the power and authority to enter into this Deed and to carry out its obligations hereunder;
- 3.2 such party is duly incorporated and validly existing under the laws of its jurisdiction of incorporation (as applicable), and the execution of this Deed, and the consummation of the transactions contemplated herein, have been authorized by all necessary action, and no other act or proceeding on its part is necessary to authorize the execution of this Deed or the consummation of any of the transactions contemplated hereby;
- 3.3 this Deed constitutes its legal, valid and binding obligations, enforceable against it in accordance with its terms; and
- 3.4 no consent, waiver, approval, authorization or registration is required to be made or obtained by such party in connection with the execution, delivery or performance of this Deed or the consummation of any of the transactions contemplated herein.

### **4. PROVISIONS RELATING TO THIS DEED**

#### **4.1 Counterparts**

This Deed may be executed in any number of counterparts and by the Parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

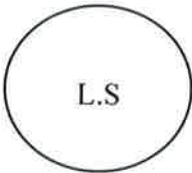
#### **4.2 Governing Law and Third Party's Rights**

- (a) This Deed shall be governed by and construed in accordance with the laws of Hong Kong. The Parties irrevocably agree that the Hong Kong courts are to have non-exclusive jurisdiction to settle any dispute which may arise out of or in connection with this Deed and proceedings in respect of any dispute may be brought in such courts.
- (b) The terms and provisions of this Deed are intended for the benefit of each Party, and it is not the intention of the Parties to confer third-party beneficiary rights upon any other person nor may any provision hereof be enforced by any other person. Notwithstanding any other provisions of this Deed, a person who is not a party to this Deed shall not have any right under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) to enforce any provisions of this Deed. For the avoidance of doubt, this provision does not affect any right or remedy of a third party which exists or is available apart from the said Ordinance.

IN WITNESS whereof the parties hereto have duly executed this Deed and delivered and intended this Deed to take effect on the day and year first above written.

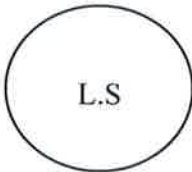
**THE VENDOR**

EXECUTED and DELIVERED )  
as a Deed by )  
affixing the common seal of )  
**GOLDBOND GROUP** )  
**HOLDINGS LIMITED** )  
**金榜集團控股有限公司** )  
in the presence of: )



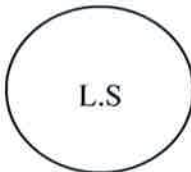
**THE PURCHASER**

EXECUTED and DELIVERED )  
as a Deed by )  
affixing the common seal of )  
**CHINA RONGZHONG FINANCIAL** )  
**HOLDINGS COMPANY LIMITED** )  
**中國融眾金融控股有限公司** )  
in the presence of: )



**THE COMPANY**

EXECUTED and DELIVERED )  
as a Deed by )  
affixing the common seal of )  
**ULTIMATE HARVEST GLOBAL** )  
**LIMITED** )  
**至豐環球有限公司** )  
 )  
 )  
in the presence of: )



**SCHEDULE 5**

**Tax Indemnity**

**DATED** \_\_\_\_\_ **day of** \_\_\_\_\_

**GOLDBOND GROUP HOLDINGS LIMITED**  
**金榜集團控股有限公司**

**and**

**China Rongzhong Financial Holdings Company Limited**  
**中國融眾金融控股有限公司**

**and**

**ULTIMATE HARVEST GLOBAL LIMITED**  
**至豐環球有限公司**

---

**DEED OF INDEMNITY**  
**In respect of**  
**TAXATION**

---

**THIS DEED OF INDEMNITY** is dated

and is made

**BETWEEN**

- (1) **GOLDBOND GROUP HOLDINGS LIMITED 金榜集團控股有限公司**, a company incorporated in Hong Kong with limited liability and having its registered office at Unit 3901, 39/F, Tower One, Lippo Centre, 89 Queensway, Hong Kong (the “**Vendor**”);
- (2) **CHINA RONGZHONG FINANCIAL HOLDINGS COMPANY LIMITED 中國融眾金融控股有限公司**, a company incorporated in the Cayman Islands with limited liability and having its registered office at Third Floor, Century Yard, Cricket Square, P.O. Box 902, Grand Cayman, KY1-1103, Cayman Islands (the “**Purchaser**”); and
- (3) **ULTIMATE HARVEST GLOBAL LIMITED 至豐環球有限公司**, a company incorporated in the British Virgin Islands with limited liability and having its registered office at Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands (the “**Company**” for itself and as trustee for all the other Group Companies, together with the Purchaser collectively the “**Covenantees**”).

**BY WHICH IT IS AGREED** as follows:

**1. DEFINITIONS AND INTERPRETATION**

**1.1** In this Deed, unless the context requires otherwise:

“**Agreement**” means the agreement dated 30 October 2023 between the Vendor and the Purchaser relating to the sale and purchase of the certain issued shares and of the Company;

“**Claim**” includes any claim, counterclaim, assessment, notice, demand or other document issued or action taken by or on behalf of any Tax Authority from which it appears that any Group Company is liable or is sought to be made liable for any payment of any form of Taxation or to be deprived of any Relief which Relief would, but for the Claim, have been available to any Group Company;

“**Relief**” includes any relief, allowance, concession, preferential tax treatment, right to repayment, set-off or deduction in computing profits or other assessable sum against which a Taxation is assessed, and any credit granted by or available pursuant to any legislation or otherwise relating to all forms of Taxation;

“**Tax Authority**” means any revenue, customs, fiscal governmental, statutory, central, regional, state, provincial, local governmental or municipal authority, body or person, or any non-revenue and non-fiscal governmental institutions responsible for collecting Taxation on behalf of taxation authorities, whether of Hong Kong, the PRC or elsewhere; and

“**Taxation**” means:

- (i) [any liability to any form of taxation whenever created or imposed and whether of Hong Kong, the PRC or of any other part of the world and without prejudice to the generality of the foregoing includes (but is not limited to) profits tax, provisional profits tax, income tax, business tax, interest tax, PRC corporate income tax, salaries tax, land use tax, land appreciation tax, property tax, real-estate tax, deed tax, value-added tax (plus surcharges), estate duty, death duty, capital duty, capital gain duty, stamp duty, payroll tax, withholding tax (whether as payer or recipient of a payment), rates, customs and excise duties and generally any tax, duty, impost, levy or rate in the nature of taxation or any amount payable to any tax, revenue, customs, excise or fiscal authorities or bodies whether of Hong Kong, the PRC or of any other part of the world, and shall include to the extent not already covered above:
    - (a) any liability of the Purchaser under the Announcement with respect to the PRC Income Tax Treatment of an Indirect Transfer of Assets by a Non-resident Enterprise issued by the State Administration of Taxation (Announcement [2015] No. 7) (《国家税务总局关于非居民企业间接转让财产企业所得税若干问题的公告》) on 3 February 2015, as amended from time to time, including amendments made by the Announcement with respect to Certain Matters in relation to the Withholding Income Tax of a Non-resident Enterprise issued by the State Administration of Taxation (Announcement [2017] No. 37) (《国家税务总局关于非居民企业所得税源泉扣缴有关问题的公告》) on 17 October 2017, and any of its successor rules or regulations or such other rules regarding indirect transfer of PRC assets or equity interests in PRC resident enterprises under PRC law by non-PRC resident persons or entities before the Tax has been actually paid to the relevant PRC tax authority that may be charged or imposed on the Group Companies in connection with the sale and transfer of shares under the Agreement; and
    - (b) any liabilities on the part of the Purchaser or falling on the Purchaser arising from or in connection with any direct or indirect transfer of the shares under the Agreement, and
  - (ii) all costs, penalties, charges, fines, interest and expenses incidental or relating to any item described in (i) or the deprivation of Relief or of a right to repayment of taxation.
- 1.2 In addition and without prejudice to Clause 1.1 words and expressions defined in the Agreement shall, unless the context otherwise requires, have the same meanings when used herein.
  - 1.3 In this Deed, unless otherwise stated, references to Clauses are to clauses of this Deed, words importing the singular include the plural and vice versa, words importing a gender include any gender and references to persons include bodies corporate or unincorporate.
  - 1.4 Headings are for convenience only and shall not affect the construction of this Deed.
  - 1.5 In the event of any deprivation of any Relief, there shall be treated as an amount of Taxation for which liability has arisen the amount of such Relief multiplied by the relevant rates of Taxation in force in the period or periods in respect of which Relief would have

applied or (where the rate has at the relevant time not been fixed) the last known rate and assuming that such amount of Relief was capable of full utilisation by any Group Company.

## **2. INDEMNITY**

2.1. Subject as hereinafter provided, the Vendor hereby covenants and agrees with each of the Covenantees that it will fully and effectually indemnify and at all times keeps fully and effectually indemnified each of the Covenantees from and against:

- (a) the amount of any and all Taxation falling on any of the Covenantees resulting from or by reference to any income, profits, gains, transactions, employment of personnel, events, matters or things earned, accrued, received, entered into or occurring up to the date hereof, whether alone or in conjunction with any other circumstances whenever occurring and whether or not such Taxation is chargeable against or attributable to any other person, firm or company, including any and all Taxation resulting from the receipt by any of the Covenantees of any amounts paid by the Vendor under this Deed; and
- (b) all Losses which any of the Covenantees may make, suffer or incur in respect of or arising from or on the basis of or in connection with any Taxation which is covered by the indemnities given under Clause 2.1(a), including without limitation to the generality of the foregoing:
  - (i) the investigation, assessment or the contesting of any Claim;
  - (ii) the settlement in favour of any of the Covenantees of any claim under this Deed;
  - (iii) any legal proceedings in which any of the Covenantees claims under or in respect of this Deed and in respect of which judgment is given for any of the Covenantees; or
  - (iv) the enforcement of any such settlement or judgment.

2.2. Any payments under this Deed for which the Vendor is liable shall be so payable not later than on the following dates:

- (a) if the Taxation liability giving rise to a claim under this Deed involves an actual payment of Taxation by any of the Covenantees, five (5) Business Days before the date on which that Taxation becomes due and payable to the relevant Taxation Authority;
- (b) if the Taxation liability giving rise to a claim under this Deed involves a denial or loss in whole or in part of a Relief, the date falling five (5) Business Days after the date when the Vendor has been notified by any of the Covenantees that the auditors for the time being of any of the Covenantees (as the case may be) have certified at the request of any of the Covenantees (as the case may be) that there has been such a denial or loss of the whole or part of a Relief; and

- (c) if any costs become payable by any of the Covenantees in connection with any Taxation liability or any of the provisions of this Deed, no more than five (5) Business Days before any of the Covenantees (as the case may be) becomes liable to pay such costs,

and the Vendor further covenants with the Covenantees that it will pay (at the direction of the Purchaser) to any of the Covenantees an amount equal to any loss, cost, expense or liability which any of the Covenantees may suffer or incur by reason of payment thereof not later than the date specified in this Clause 2.2 (it being acknowledged by the Vendor that payment of Taxation is not intended to take place until after receipt of such funds and is to be effected by utilisation of the same).

### **3. CLAIMS**

In the event of any Claim arising, any of the Covenantees shall by way of covenant but not as a condition precedent to the liability of the Vendor hereunder give or procure that notice thereof is given, as soon as reasonably practicable, to the Vendor.

### **4. PAYMENTS FREE OF WITHHOLDING, ETC.**

- 4.1. Any payments due by the Vendor pursuant to the foregoing provisions of this Deed shall be increased to include such interest and penalty on unpaid Taxation as any of the Covenantees shall have been required to pay pursuant to any applicable law.
- 4.2. All payments made by the Vendor under this Deed shall be made gross, free of any right of counterclaim or set-off and without deduction or withholding of any kind other than any deduction or withholding required by law.
- 4.3. If the Vendor makes a deduction or withholding required by law from a payment under this Deed, the sum due from the Vendor shall be increased to the extent necessary to ensure that, after the making of any deduction or withholding, the recipient receives a sum equal to the sum it would have received had no deduction or withholding been made.
- 4.4. If a payment under Clause 2 will be or has been subject to Taxation, the Vendor shall on demand from the recipient pay to the recipient the amount (after taking into account Taxation payable in respect of the amount) that will ensure that the recipient receives and retains a net sum equal to the sum it would have received had the payment not been subject to Taxation.
- 4.5. No payment shall be treated as made by the Vendor under this Deed until and to the extent that cleared funds are available in respect of it to the relevant Covenantee.
- 4.6. For the avoidance of doubt, the Vendor shall remain liable in accordance with the terms of this Deed notwithstanding that any Taxation giving rise to a liability to make a payment under Clause 2 of this Deed is or has been discharged or suffered by the relevant Covenantee, whether before or after the date hereof and whether by payment or by loss or utilisation of any relief or right to repayment of Taxation.



5. **REFUNDS**

If, after the Vendor has made any payment pursuant to this Deed, any of the Covenantees shall receive a refund of all or part of the relevant Taxation, it shall repay or procure the repayment to the Vendor a sum corresponding to the balance of the refund remaining after deducting the aggregate of (i) any costs, charges and expenses payable or sustained or incurred by any of the Covenantees in recovering such refund, and (ii) the amount of any additional Taxation which may be suffered or incurred by any of the Covenantees in consequence of such refund.

6. **NOTICES**

The provisions of Clause 10 of the Agreement (*mutatis mutandis*) shall be incorporated in and be deemed to be part of this Deed and the authorised address and fax number of the Company shall be as follows:

Address : Unit 3901, 39/F, Tower One, Lippo Centre, 89 Queensway, Hong Kong

Fax : (852) 2826 9289

For the attention of: Mr. Kenneth Cheng

7. **BINDING EFFECT**

This Deed shall enure to the benefit of and be binding on each party and its successors and permitted assigns.

8. **ENTIRETY OF DEED AND SEVERABILITY**

8.1 The terms and conditions herein contained in this Deed and in the Agreement constitute the entire agreement between the parties relating to the subject matter hereof and shall supersede all previous communications, oral or written, between the parties with respect to the subject matter hereof which are inconsistent with the provisions of this Deed.

8.2 Any provision of this Deed prohibited by or unlawful or unenforceable under any applicable law actually applied by any court of competent jurisdiction shall, to the extent required by such law, be severed from this Deed and rendered ineffective so far as is possible without modifying the remaining provisions of this Deed. Where, however, the provisions of any such applicable law may be waived, they are hereby waived by the parties hereto to the full extent permitted by such law to the end that this Deed shall be valid, binding and enforceable in accordance with its terms.

9. **AMENDMENT**

This Deed may be varied, amended or modified only by agreement under seal of all parties.

10. **ASSIGNMENT**

The Purchaser may assign the whole or any part of its rights under this Deed to any person. The Vendor may not assign or transfer its rights and obligations under this Deed to any third party without the prior written consent of the Purchaser and the Company.

**11. RELEASE OF OBLIGATIONS**

Any liability of the Vendor under this Deed may, in whole or in part, be released, compounded or compromised by the Covenantees, in their sole and absolute discretion, and time or any other indulgence may be granted to the Vendor by the Covenantees, in their sole and absolute discretion, without in any way prejudicing or affecting any of their other rights, powers or remedies against the Vendor under any other liability hereunder.

**12. FURTHER UNDERTAKING**

The Vendor undertakes with the Covenantees that it will on demand do all such acts and things and execute all such deeds and documents as may be necessary to carry into effect or to give legal effect to the provisions of this Deed and the indemnities hereby contemplated.

**13. COUNTERPARTS**

This Deed may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

**14. THIRD PARTIES' RIGHTS**

A person who is not a party to this Deed shall have no rights under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) to enforce or enjoy the rights under this Deed.

**15. LAW AND JURISDICTION**

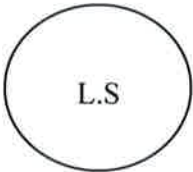
This Deed shall be governed by and construed in all respects in accordance with the laws of Hong Kong and the parties irrevocably submit to the non-exclusive jurisdiction of the Hong Kong courts in relation to any proceedings arising out of or in connection with this Deed, but this Deed may be enforced in any other courts of competent jurisdiction.

*[The remainder of this page is intentionally left blank]*

IN WITNESS whereof the parties hereto have duly executed this Deed and delivered and intended this Deed to take effect on the day and year first above written.

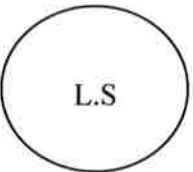
THE VENDOR

EXECUTED and DELIVERED )  
as a Deed by )  
affixing the common seal of )  
**GOLDBOND GROUP** )  
**HOLDINGS LIMITED** )  
**金榜集團控股有限公司** )  
in the presence of: )



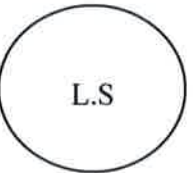
THE PURCHASER

EXECUTED and DELIVERED )  
as a Deed by )  
affixing the common seal of )  
**CHINA RONGZHONG FINANCIAL** )  
**HOLDINGS COMPANY LIMITED** )  
**中國融眾金融控股有限公司** )  
in the presence of: )



THE COMPANY

EXECUTED and DELIVERED )  
as a Deed by )  
affixing the common seal of )  
**ULTIMATE HARVEST GLOBAL** )  
**LIMITED** )  
**至豐環球有限公司** )  
 )  
 )  
 )  
in the presence of: )



IN WITNESS WHEREOF this Agreement has been executed on the day and year first above written.

**THE VENDOR**

SIGNED by *Wong Ming Bun David*

for and on behalf of


**GOLDBOND GROUP HOLDINGS LIMITED**

**金榜集團控股有限公司**

in the presence of:

*Ng Tze Tsun*

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**THE PURCHASER**

SIGNED by *Wong Emilie Hoi Yan*

for and on behalf of

**CHINA RONGZHONG FINANCIAL**

**HOLDINGS COMPANY LIMITED**

**中國融眾金融控股有限公司**

in the presence of:

*Cheng King Fai Kenneth*

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