

DATE: 30 OCTOBER 2023

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

and

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

SUBSCRIPTION AGREEMENT IN RELATION TO
CHINA RONGZHONG FINANCIAL HOLDINGS COMPANY LIMITED
中國融眾金融控股有限公司

THIS AGREEMENT is made on the 30th day of October, 2023

BETWEEN:

- (1) **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 "**Company**"); and
- (2) **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 "**Subscriber**").

WHEREAS:

- A. The Company was incorporated in the Cayman Islands with limited liability and its shares are listed on the Main Board of the Stock Exchange (as hereinafter defined) (stock code: 03963). As at the date of this Agreement, the Company has 420,759,000 Shares in issue.
- B. The Subscriber has agreed to subscribe for, and the Company has agreed to issue to the Subscriber, the Subscription Shares (as hereinafter defined) on and subject to the terms and conditions of this Agreement.
- C. Application will be made to the Stock Exchange by or on behalf of the Company for the listing of, and permission to deal in, the Subscription Shares.

NOW IT IS HEREBY AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

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

"**Agreement**" this subscription agreement as may be amended, varied or supplemented from time to time by an agreement in writing duly executed by the Parties;

"**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;

"**Completion**" completion of the subscription and issue and allotment of the Subscription Shares under this Agreement, in which the obligations set out in Clause 5.1 shall be performed by the respective Parties;

"**Completion Date**" the date falling seven (7) Business Days after the Conditions Precedent being fulfilled or, where applicable, waived (or such other date as may be agreed between the Parties in writing);

"**Condition(s) Precedent**" the condition(s) precedent set out in Clause 3.1;

“Deed of Loan Capitalisation”	the deed of loan capitalisation in the form set out in Schedule 2;
"Encumbrance"	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;
“General Meeting”	an extraordinary general meeting of the Company to be held for the Independent Shareholders to consider and, if thought fit, approve, among other things, the issue and allotment of the Subscription Shares and the Specific Mandate;
“Group”	the Company and its subsidiaries;
"HK\$"	Hong Kong dollars, the lawful currency of Hong Kong;
"Hong Kong"	the Hong Kong Special Administrative Region of the PRC;
“Independent Shareholders”	the shareholders of the Company, who under the Listing Rules, are not required to abstain from voting on the resolutions approving the issue and allotment of the Subscription Shares and the grant of the Specific Mandate;
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange;
“Loans”	the loans advanced by the Subscriber to the Company, the details of which are set out in Schedule 1;
“Loan Document”	in relation to any Loan, the agreement, any facility agreement or loan note in respect of that Loan (or any part thereof) pursuant to which the monies were advanced to the Company (as varied from time to time in accordance with its applicable terms and conditions);
“Loan Capitalisation Amount”	comprising the total outstanding principal amount and all accrued and unpaid interests of the Loans up to and including the Completion Date;
“Long Stop Date”	31 March 2024;

"Party"	any named party to this Agreement and the expression "Parties" refers to such parties collectively;
"PRC"	The People's Republic of China;
"RMB"	Renminbi, the lawful currency of the PRC;
"Sale and Purchase Agreement"	the sale and purchase agreement made between the Company and the Subscriber dated 30 October 2023, pursuant to which the Company has conditionally agreed to purchase, and the Subscriber has conditionally agreed to sell, 49 issued ordinary shares of Ultimate Harvest Global Limited 至豐環球有限公司 (being a company incorporated in the British Virgin Islands with limited liability) owned by the Subscriber;
"SFC"	the Securities and Futures Commission of Hong Kong;
"Share(s)"	ordinary share(s) of HK\$0.01 each in the share capital of the Company;
"Shareholders"	shareholders of the Company;
"Specific Mandate"	the specific mandate to be sought from the Independent Shareholders at the General Meeting for the issuance and allotment of the Subscription Shares;
"Stock Exchange"	The Stock Exchange of Hong Kong Limited;
"Subscription"	the subscription by the Subscriber for the Subscription Shares on the terms and subject to the conditions set out in this Agreement;
"Subscription Price"	HK\$0.38 per Subscription Share;
"Subscription Shares"	the new Shares to be subscribed by the Subscriber and to be allotted and issued by the Company to the Subscriber in accordance with the terms and conditions hereof;
"Warranties"	the representations, warranties and undertakings given by the Company and the Subscriber set out in this Agreement, and "Warranty" means any of such representations, warranties and undertakings; and
"%"	percentage.

- 1.2 Reference to Clauses, Sub-Clauses, Recitals and Schedules are to the clauses and subclauses of, recitals and schedules to, this Agreement which shall form part of this Agreement.

- 1.3 Clause and Schedule headings are included for convenience only and do not constitute terms of this Agreement or affect their interpretation.
- 1.4 Unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing a gender include every gender; references to a person shall include 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 Unless the context otherwise requires, references to ordinances, statutes, legislations or enactments shall be construed as a reference to such ordinances, statutes, legislations or enactments as may be amended or re-enacted from time to time and for the time being in force.

2. SUBSCRIPTION

On and subject to the terms and conditions of this Agreement, the Subscriber shall subscribe for, and the Company shall issue and allot to the Subscriber, the Subscription Shares free from all Encumbrances and together with all rights and entitlements as at the Completion Date attaching or accruing thereto.

3. CONDITIONS PRECEDENT

- 3.1 Completion shall be conditional upon the satisfaction of all of the following Conditions Precedent:
- (a) the passing of the ordinary resolutions by the Independent Shareholders at the General Meeting to approve this Agreement and the transactions contemplated hereunder, including the issue and allotment of the Subscription Shares; the grant of the Specific Mandate for the issue and allotment of the Subscription Shares;
 - (b) the Listing Committee of the Stock Exchange having granted the listing of and permission to deal in the Subscription Shares on the Stock Exchange; and
 - (c) all conditions precedent set out in Clause 3.1(a), (b), (c), (d) and (e) of the Sale and Purchase Agreement having been satisfied (or otherwise waived by the Parties pursuant to the terms thereunder).
- 3.2 The Parties shall use all their best commercial efforts to procure satisfaction of all of the Conditions Precedent by 4:00p.m. on the Long Stop Date. None of the Conditions Precedent shall be waived by the Parties.
- 3.3 The Subscriber undertakes to render reasonable assistance to the Company and to provide such information and documents as may be reasonably required by the Company on a timely manner for the purposes of assisting the Company to comply with the Listing Rules and to obtain approval from the Independent Shareholders and the Stock Exchange in connection with the transactions contemplated hereunder.
- 3.4 In the event that any of the Conditions Precedent shall not have been satisfied in all respects at or prior to 4:00 p.m. on the Long Stop Date (or such later date as agreed by the Parties in writing), this Agreement shall terminate immediately on the Long Stop Date (other than the surviving provisions and without prejudice to the rights and/or obligations of any Party in respect of any antecedent breach), and the Parties shall be released and discharged from their respective obligations under this Agreement.

4. CONSIDERATION

- 4.1 The consideration for the subscription of the Subscription Shares shall be HK\$0.38 per Subscription Share.
- 4.2 The total number of Subscription Shares to be issued to the Subscriber shall be calculated by dividing the Loan Capitalisation Amount by the Subscription Price.
- 4.3 The aggregate consideration for the allotment and issue of the Subscription Shares shall be offset against the Loan Capitalisation Amount with effect at Completion.

5. COMPLETION

5.1 Subject to all Conditions Precedent having been satisfied, Completion shall take place at the principal place of business of the Company in Hong Kong at 5:00 p.m. on the Completion Date, at which the following matters shall be transacted simultaneously:

(a) The Company shall:

- (i) allot and issue to the Subscriber the Subscription Shares and promptly thereafter cause the Subscriber to be registered as the holder of the Subscription Shares in the Company's branch register of members in Hong Kong;
- (ii) at the option of the Subscriber, either (x) deliver to the Subscriber the definitive certificate(s) in respect of the Subscription Shares in favour of the Subscriber or (y) deposit the same into the account of the relevant CCASS participants' or investor participants' account(s) as may be designated by the Subscriber;
- (iii) deliver or cause to be delivered to the Subscriber a certified copy of the resolutions of the board of directors of the Company approving, among other things, this Agreement and the transactions contemplated hereunder and other documents necessary for the purpose of effecting such transactions and authorising a person or persons to execute the same (with seal, where appropriate) for and on its behalf; and
- (iv) deliver to the Subscriber the Deed of Loan Capitalisation duly executed by the Company.

(b) The Subscriber shall:

- (i) deliver to the Company an original letter of application (in the form approved by the Company) signed by the Subscriber for subscription of the Subscription Shares;
- (ii) deliver to the Company a certified copy of the resolutions of the board of directors of the Subscriber approving, among other things, this Agreement and the transactions contemplated hereunder and other documents necessary for the purpose of effecting such transactions and authorising a person or persons to execute the same (with seal, where appropriate) for and on its behalf; and
- (iii) deliver to the Company the Deed of Loan Capitalisation duly executed by the Subscriber.

5.2 No Party is obliged to proceed to Completion to complete the transactions contemplated in Clause 5.1 above or perform any obligations under Clause 5.1 unless the other Party complies fully with the requirements of Clause 5.1.

5.3 Completion of this Agreement shall take place simultaneously with the completion of the transactions contemplated under the Sale and Purchase Agreement.

6. REPRESENTATIONS AND WARRANTIES

6.1 The Company represents, warrants and undertakes to the Subscriber that as at the date hereof and as at Completion:

- a) it is duly incorporated and validly existing under the laws of the place of its incorporation with power to conduct its business in the manner presently conducted;
- b) it has the power and authority to enter into and perform this Agreement and has taken all necessary action to authorise the entry into, delivery and performance of this Agreement and the transactions contemplated by them;
- c) this Agreement constitutes valid, binding and enforceable obligations of it;
- d) the Subscription Shares shall, when allotted and issued, be free from Encumbrances and rank pari passu in all respects with all other Shares then in issue; and
- e) no event of default, and on the date of this Agreement and the Completion Date no potential event of default has occurred or is continuing (or will occur as a result of this Agreement).

6.2 The Subscriber represents, warrants and undertakes to the Company that as at the date hereof and as at Completion:

- a) it is duly incorporated and validly existing under the laws of the place of its incorporation with power to conduct its business in the manner presently conducted;
- b) it has the power and authority to enter into and perform this Agreement and has taken all necessary action to authorise the entry into, delivery and performance of this Agreement and the transactions contemplated by them;
- c) this Agreement constitutes valid, binding and enforceable obligations of it;
- d) the amounts shown in Schedule 1 as being owed by the Company to the Subscriber is true and correct in all respects;
- e) it is the sole legal and beneficial owner of (and has good title to) the Loan Capitalisation Amount and the rights and benefits of the lender /noteholder under or in respect of each Loan Document as applicable;
- f) no Encumbrance (save as contemplated by the transactions of this Agreement) exists, or may exist as a result of any arrangement or agreement, over the Loan Capitalisation Amount or the rights, title, interests or benefits under or in respect of any Loan Document; and
- g) no amount of principal, interest, fees or other amounts is due and unpaid under any Loan Document, and no acceleration or enforcement of the Subscriber's rights under any Loan Document has occurred (or will occur as a result of this Agreement).

7. RESTRICTION ON ANNOUNCEMENTS

7.1 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.

7.2 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.

8. ENTIRE AGREEMENT

This Agreement constitutes an entire agreement between the parties hereto with respect to the matters dealt with herein and supersedes any previous agreements (including the Loan Documents), arrangements, statements or transactions between the parties hereto in relation to the subject matters hereof.

9. TIME AND NO WAIVER

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.

10. AMENDMENTS

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

11. FURTHER ASSURANCE

Each Party will do and will use reasonable endeavours to procure any third party to do whatever is necessary to give effect to this Agreement.

12. COUNTERPARTS

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.

13. ASSIGNMENT

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.

14. SURVIVAL

Any provision of this Agreement which is capable of being performed after but which has not been performed at or before Completion and all Warranties, any other warranties and indemnities and other undertakings contained in or entered into pursuant to this Agreement by any Parties will remain in full force and effect notwithstanding Completion (except insofar as they set out obligations which have been fully performed at Completion).

15. EXPENSES

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. INVALIDITY

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.

17. NOTICES

Each notice, demand or other communication given, made or served 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, email or fax number as the addressee has by five (5) days' prior written notice specified to the other Party):

To the Subscriber : 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 Company : 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

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.

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

A person who is not a Party to this Agreement shall have no rights under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong) to enforce or enjoy the benefit of any term of this Agreement.

20. SERVICE OF PROCESS

The Company 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 Company'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 shall affect the right to serve process in any other manner permitted by law.

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SCHEDULE 1
Details of the Loans

	<u>Parties</u>	<u>Nature</u>	<u>Terms</u>	<u>Outstanding Principal</u>	<u>Outstanding interest (accrued up till the date of this Agreement)</u>
A.	(1) China Rongzhong Financial Holdings Company Limited (as Borrower) (2) Goldbond Group Holdings Limited (as Lender)	Term loan facility	Pursuant to a loan agreement dated 21 October 2021 entered into between the Parties, Goldbond Group Holdings Limited made available to China Rongzhong Financial Holdings Company Limited an unsecured term loan facility of up to HK\$50,000,000 at an interest rate of 6% per annum, with its maturity date being the date falling thirty-six months after the drawdown date (i.e. 20 October 2024).	HK\$26,761,368	HK\$1,120,430
B.	(1) China Rongzhong Financial Holdings Company Limited (as Issuer) (2) Goldbond Group Holdings Limited (as Noteholder)	Loan Note	Pursuant to a loan note (the " Loan Note ") instrument dated 4 March 2022 entered into between the Parties, China Rongzhong Financial Holdings Company Limited issued to the Goldbond Group Holdings Limited an unsecured loan note in the principal amount of HK\$13,188,500 at an interest rate of 4.58% per annum, with the maturity date being the day immediately before the third anniversary of the date of issue of the loan note (i.e. 3 March 2025). Subject to the terms and conditions of the Loan Note, the Company shall at its absolute discretion be entitled to redeem the Loan Note in whole or in part at any time before the aforesaid maturity date.	HK\$13,188,500	HK\$1,002,861

SCHEDULE 2
Deed of Loan Capitalisation

THIS DEED is made on the [*] day of [*], 2023

BETWEEN:

- (1) **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 “**Company**”); and
- (2) **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 “**Subscriber**”).

WHEREAS:

- (A) Pursuant to the subscription agreement (the “**Subscription Agreement**”) dated 30 October 2023 entered into between the Company and the Subscriber, the Subscriber has conditionally agreed to subscribe for the Subscription Shares (as defined in the Subscription Agreement), and the Company has conditionally agreed to issue and allot the Subscription Shares to the Subscriber. The Parties agreed that upon Completion (as defined in the Subscription Agreement) on the date of this Deed, the Loan Capitalisation Amount (as defined in the Subscription Agreement) shall be capitalised by the allotment and issue of the Subscription Shares.
- (B) In this Deed, unless the context requires otherwise, terms used herein shall have the meanings given to them in the Subscription Agreement.

NOW THIS DEED WITNESSETH as follows:

1. The Parties hereby confirm and acknowledge that as at the date of this Deed, the Company is indebted to the Subscriber in the aggregate amount of HK\$[*] under the Loans (comprising (i) the total outstanding principal amount of HK\$[*] of the Loans; and; (ii) all accrued and unpaid interests of the Loans up to and including the date hereof).
2. The Subscriber hereby sets off Loan Capitalisation Amount against the aggregate consideration payable to the Company for allotting and issuing the Subscription Shares credited as fully paid to the Subscriber on the date of this Deed (the “**Capitalisation**”). With effect from the date of this Deed, the Capitalisation shall be deemed as an absolute discharge and full and final satisfaction and settlement of the Loans owed by the Company to the Subscriber; and the Subscriber shall no longer have any rights, title, interests or benefits in or in relation to the Loans under the relevant Loan Documents.
3. Upon completion of the Capitalisation, each Party shall discharge and release the other Party from their respective obligations under the Loans, and each Party agrees that there would be no further obligation or claim against the other Party with respect to the Loans.
4. Each notice, demand or other communication given, made or served under this Deed 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, email or fax number as the addressee has by five (5) days’ prior written notice specified to the other Party):

To the Subscriber : 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 Company : 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

Each notice, demand or other communication given, made or serve under this Deed 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.

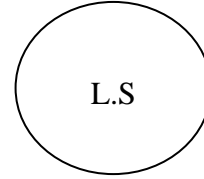
5. This Deed shall be binding on and enure for the benefit of each Party's successors and assigns (as the case may be), but no assignment may be made either Party without the prior written consent of the other Party.
6. This Deed embodies all the terms and conditions agreed upon between the Parties as to the subject matter of this Deed and supersedes and cancels in all respects all previous agreements and undertakings, if any, between the Parties with respect to the same, whether such be written or oral.
7. This Deed may be signed in any number of counterparts, all of which taken together shall constitute one and the same instrument. Any Party may enter into this Deed by signing any such counterpart.
8. No purported variation of this Deed shall be effective unless made in writing, refers specifically to this Deed and is duly executed by the Parties.
9. If any provision of this Deed is held to be illegal, invalid or unenforceable in whole or in part in any jurisdiction, this Deed shall, as to such jurisdiction, continue to be valid as to its other provisions and the remainder of the affected provision; and the legality, validity and enforceability of such provision in any other jurisdiction shall be unaffected.
10. The parties to this Deed do not intend that any term of this Deed shall be enforced, by virtue of the Contracts (Rights of Third Parties) Ordinance, Cap.623 of the Laws of Hong Kong, by any person who is not a party to this Deed. For the avoidance of doubt, any person who is not a party to this Deed shall have no rights under the said Ordinance to enforce or enjoy the benefit

of any terms of this Deed and the consent of any person who is not a party to this Deed is not required to rescind or vary any provisions of this Deed.

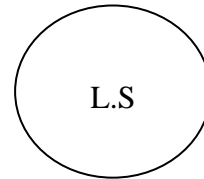
11. This Deed is governed by and shall be construed in accordance with the laws of the Hong Kong and the parties hereto hereby irrevocably submit to the non-exclusive jurisdiction of the Hong Kong courts in relation to any proceedings arising out of or in connection with this Deed, but this Deed may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

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

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:)



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:)



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

SIGNED by)
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:)

SIGNED by)
for and on behalf of)
GOLDBOND GROUP HOLDINGS LIMITED)
金榜集團控股有限公司)
in the presence of:)