

DATE: 10 October 2024

NOIZ GROUP LIMITED

聲揚集團有限公司
(as the Company)

AND

TEAM SUNNY INTERNATIONAL HOLDINGS LIMITED

(as the Subscriber)

SUBSCRIPTION AGREEMENT

relating to the subscription and issue of perpetual securities
in the principal amount of HK\$101,000,000
convertible into ordinary shares in

NOIZ GROUP LIMITED

聲揚集團有限公司

MICHAEL LI & CO.
Rooms 1901A, 1902 & 1902A, 19/F.
New World Tower I
16-18 Queen's Road Central
Central, Hong Kong
Ref. CCL/AC/BH/2418604

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THIS AGREEMENT is dated 10 October 2024

BETWEEN:

1. **NOIZ GROUP LIMITED (聲揚集團有限公司)**, a company incorporated in the Cayman Islands having its registered office at Cricket square, Hutchins Drive, P.O. Box 2681, Grand Cayman KY1-1111, Cayman Islands and its principal place of business address at Room 1108, 11/F., Wing On Centre, 111 Connaught Road Central, Central, Hong Kong (the “**Company**”); and
2. **TEAM SUNNY INTERNATIONAL HOLDINGS LIMITED**, a company incorporated in the British Virgin Islands having its registered office at OMC Chambers, Wickhams Cay 1, Road Town, Tortola, British Virgin Islands (the “**Subscriber**”).

WHEREAS:

- (A) As at the date of this Agreement, the Company has an authorised share capital of HK\$200,000,000 divided into 2,000,000,000 Shares and an issued share capital of HK\$60,439,561.20 divided into 604,395,612 Shares.
- (B) As at the date hereof, the Subscriber holds 174,421,666 Shares, representing approximately 28.86% of the issued share capital of the Company, the First 2025 August CB (as defined below) in the principal amount of HK\$91,000,000 and the Second 2025 August CB (as defined below) in the principal amount of HK\$10,000,000. As at the date hereof, all the issued share capital of the Subscriber is legally and beneficially owned by Mr. Wong Hin Shek, who is a substantial shareholder, director and chief executive officer of the Company and chairman of the board of directors of the Company.
- (C) The Company has conditionally agreed to issue the Convertible Securities (as defined below) and the Subscriber has conditionally agreed to subscribe or procure subscription for the Convertible Securities upon and subject to the terms and conditions set out in this Agreement and the Conditions (as defined below).
- (D) The Conversion Shares (as defined below) are to be allotted and issued pursuant to Specific Mandate (as defined below) to be sought at the EGM (as defined below).

NOW IT IS HEREBY AGREED:

1. INTERPRETATION

- 1.1 In this Agreement, including the Recitals and the Schedules, the following expressions shall, unless the context otherwise requires, have the following meanings:

“2025 August CBs”	collectively, the First 2025 August CB and the Second 2025 August CB;
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“Announcement”	the announcement to be made by the Company in relation to, inter alia, this Agreement and the proposed issue of the Securities, substantially in the form annexed hereto and marked “A”;
“Business Day”	any day (excluding a Saturday, a Sunday, a public holiday and any day on which a tropical cyclone warning no.8 or above or a “black” rainstorm warning signal is hoisted or remains hoisted in Hong Kong at any time between 9:00 a.m. and 12:00 noon and is not lowered or discontinued at or before 12:00 noon) on which licensed banks are generally open for business in Hong Kong throughout their normal business hours;
“Certificate”	a certificate in or substantially in the form set out in schedule 1 of the Instrument issued in the name of the holder of the Convertible Securities;
“Completion”	the performance by the parties hereto of their respective obligations under Clause 4 and Schedule 2;
“Completion Date”	the day falling within three (3) Business Days (or such other day as agreed by the Company and the Subscriber) after fulfilment of all Conditions Precedent pursuant to the terms herein;
“Conditions”	the terms and conditions to be attached to or form part of the Convertible Securities (with such amendments thereto as the parties hereto may agree) and the Instrument, and “Condition” refers to the relative numbered paragraph of the Conditions;
“Conditions Precedent”	the conditions precedent set out in Clause 3.1;
“Conversion Rights”	the rights attached to the Convertible Securities to convert the principal amount (or any part(s) thereof) of the Convertible Securities into Shares;
“Conversion Shares”	the Shares to be issued by the Company under the Convertible Securities upon exercise of the Conversion Rights or otherwise pursuant to the Conditions;
“Convertible Securities”	the perpetual Convertible Securities in the principal amount of HK\$101,000,000 to be issued by the Company pursuant to this Agreement with the benefit and subject to the provisions of the Conditions;

“EGM”	the extraordinary general meeting of the Company to be convened and held to consider and approve this Agreement and the transactions contemplated respectively thereunder including but not limited to the grant of the Specific Mandate
“First 2025 August CB”	the zero coupon convertible bonds due on 31 August 2025 issued by the Company to the Subscriber on 28 December 2022 (as amended and supplemented by the deed of amendment dated 14 July 2023) with an outstanding principal amount of HK\$91,000,000 as at the date of this Agreement
“GEM”	GEM operated by the Stock Exchange
“GEM Listing Rules”	the Rules Governing the Listing of Securities on GEM
“Group”	the Company and its Subsidiaries;
“Hong Kong”	the Hong Kong Special Administrative Region of the People’s Republic of China;
“Independent Shareholder(s)”	the Shareholders not required under the Listing Rules to abstain from voting on the resolution(s) approving the proposed this Agreement and the transaction contemplated hereunder including but not limited to the issue of the Convertible Securities and the Specific Mandate
“Instrument”	the instrument to be executed by the Company by way of a deed poll constituting the Convertible Securities substantially in the form set out in Schedule 1 (subject to such amendments as the Subscriber and the Company may reasonably agree), together with the schedules (as from time to time altered in accordance with the instrument) and any other document executed in accordance with the instrument (as from time to time so altered) and expressed to be supplemental to the instrument;
“Long Stop Date”	31 December 2024 or such other date as may be agreed by the Company and the Subscriber;
“Second 2025 August CB”	the zero coupon convertible bonds due on 31 August 2025 issued by the Company to the Subscriber on 31 August 2023 with an outstanding principal amount of HK\$10,000,000 as at the date

	of this Agreement
“Set-Off”	the set-off of the principal amount of the 2025 August CBs on a dollar-for-dollar basis against the Subscription Price in whole in the sum of HK\$101,000,000 payable by the Subscriber to the Company at Completion
“Shareholders”	the holders of the issued Shares;
“Shares”	the shares of HK\$0.1 each in the share capital of the Company existing on the date of this Agreement and all other (if any) stock or shares from time to time and for the time being ranking pari passu therewith and all other (if any) shares or stock in the share capital of the Company resulting from any sub-division, consolidation or re-classification thereof
“Specific Mandate”	specific mandate to be granted by the Independent Shareholders to the directors of the Company at the EGM for the allotment and issue of the Conversion Shares;
“Stock Exchange”	The Stock Exchange of Hong Kong Limited;
“Subscription Price”	HK\$101,000,000, being the face value of the Convertible Securities;
“Subsidiary”	any company or other business entity of which the Company owns or controls or proposes to own or control (either directly or through one or more other Subsidiaries) 50 per cent. or more of the issued share capital or other ownership interest having ordinary voting power to elect directors, managers, trustees or other governing body of such company or other business entity or any company or other business entity which at any time has its accounts consolidated with those of the Company (where appropriate) or which, under Hong Kong law, regulations or generally accepted accounting principles in Hong Kong from time to time, should have its accounts consolidated with those of the Company (where appropriate) or would be so required on completion of the relevant acquisition or subscription;
“Warranties”	the representations, warranties and undertakings contained in Clause 5 and Schedule 3;

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

- 1.2 In this Agreement, unless the context otherwise requires, any reference to a “Clause” or a “Schedule” is a reference to a clause of and a schedule to this Agreement and, unless otherwise indicated, includes all the sub-clauses of that clause.
- 1.3 In this Agreement, words importing the singular include the plural and vice versa, words importing gender include both genders and the neuter and references to persons include bodies corporate or unincorporate.
- 1.4 The headings in this Agreement are for convenience only and shall not affect its interpretation.
- 1.5 References to statutory provisions shall be construed as references to those provisions as respectively amended or re-enacted (whether before or after the date hereof) from time to time and shall include any provision of which they are re-enactments (whether with or without modification) and any subordinate legislation made under provisions.

2. SUBSCRIPTION FOR THE CONVERTIBLE SECURITIES

- 2.1 Subject to fulfilment of the Conditions Precedent, the Subscriber shall subscribe the Convertible Securities in the principal amount of HK\$101,000,000 at its face value and the Subscription Price of HK\$101,000,000 shall be satisfied by the Subscriber by way of Set-Off at Completion as provided in Schedule 2.
- 2.2 Subject to fulfilment of the Conditions Precedent, the Company shall at Completion execute the Instrument and issue the Convertible Securities at its full face value to the Subscriber in such denomination and manner as the Subscriber may direct.

3. CONDITIONS PRECEDENT

- 3.1 The obligations of the parties hereto to effect Completion shall be conditional upon:
 - (i) the passing by the Independent Shareholders of relevant resolution(s) at the extraordinary general meeting of the Company in compliance with the requirements of the GEM Listing Rules approving:
 - (a) this Agreement and the transactions contemplated hereunder; and
 - (b) the issue of the Convertible Securities and the Specific Mandate for the allotment and issue of the Conversion Shares to holder(s) of the Convertible Securities in accordance with the terms and conditions of the Convertible Securities;
 - (ii) all necessary consents and approvals required to be obtained on the part of

the Company in respect of this Agreement and the transactions contemplated thereunder having been obtained;

- (iii) all necessary consents and approvals required to be obtained on the part of the Subscriber in respect of this Agreement and the transactions contemplated thereunder having been obtained;
- (iv) the GEM Listing Committee of the Stock Exchange granting listing of and permission to deal in the Conversion Shares to be allotted and issued upon exercise of the Conversion Rights attached to the Convertible Securities;
- (v) none of the warranties given by the Company hereunder having been breached in any material respect (or, if capable of being remedied, has not been remedied), or is misleading or untrue in any material respect; and
- (vi) none of the warranties given by the Subscriber hereunder having been breached in any material respect (or, if capable of being remedied, has not been remedied), or is misleading or untrue in any material respect.

3.2 The Company shall use its best endeavours to procure the fulfilment of the Conditions Precedent set out in Clauses 3.1(i), (ii), (iv) and (v) as soon as practicable and in any event on or before the Long Stop Date. The Subscriber shall use its best endeavours to procure the fulfilment of the Conditions Precedent set out in Clauses 3.1(iii) and (vi) above as soon as practicable and in any event on or before the Long Stop Date. The Conditions Precedent set out in Clauses 3.1(i), (ii), (iii) and (iv) are incapable of being waived. Each of the Subscriber and the Company hereby undertakes to the other of that it 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 other of them, the Stock Exchange and other relevant regulatory authorities.

3.3 The Subscriber may at any time by notice in writing to the Company waive the condition set out in Clause 3.1(v). The Company may at any time by notice in writing to the Subscriber to waive the condition set out in Clause 3.1(vi). If the Conditions Precedent are not fulfilled (or waived) on or before the Long Stop Date, this Agreement (save and except Clauses 8, 9, 16 and 18) shall cease and determine and no party shall have any claim against the other party in respect of any matter or thing arising out of or in connection with this Agreement save in respect of any antecedent breach of any obligation hereof.

4. COMPLETION

Subject to Clause 3, Completion shall take place at the head office and principal place of business of the Company in Hong Kong at 4:00 p.m. (Hong Kong time) on the Completion Date (or such other place and/or such other time and/or other date as the Company and the Subscriber may agree in writing) at which each party shall perform its obligations set out in Schedule 2.

5. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS BY THE COMPANY

- 5.1 The Company hereby represents, warrants and undertakes to the Subscriber that the Warranties are true and correct in all material respects and not misleading in any material respects as at the date of this Agreement and will continue to be so up to and including the time of Completion.
- 5.2 The Company undertakes to notify the Subscriber as soon as reasonably practicable on any matter or event coming to its attention prior to Completion which shows or could reasonably be expected to cause any of the Warranties to be or to have been untrue or misleading in any material respect or which may have any material adverse effect on the assets or liabilities of the Company.
- 5.3 The Company hereby agrees and acknowledges that the Subscriber is entering into this Agreement in reliance on the Warranties notwithstanding any enquiries or investigations which the Subscriber may have conducted and notwithstanding anything of which the Subscriber may or ought to have knowledge or notice, and the Subscriber is entitled to treat such representations and warranties as conditions of the Agreement.
- 5.4 Each of the Warranties is without prejudice to any other Warranty and, except where expressly or otherwise stated, no provision in any Warranty shall govern or limit the extent or application of any other provision in any Warranty.
- 5.5 The Warranties shall survive Completion and the rights and remedies of the Subscriber in respect of any breach of the Warranties shall not be affected by Completion or by the Subscriber rescinding, or failing to rescind this Agreement, or failing to exercise or delaying the exercise of any right or remedy, or by any other event or matter whatsoever, except a specific and duly authorised written waiver or release and no single or partial exercise of any right or remedy shall preclude any further or other exercise.
- 5.6 The Subscriber shall be entitled to take action both before and after Completion in respect of any breach or non-fulfillment of any of the Warranties and Completion shall not in any way constitute a waiver of any right of the Subscriber.
- 5.7 The Company undertakes in relation to any Warranty which refers to the knowledge, information or belief of the Company that it has made full enquiry into the subject matter of that Warranty and that it does not have the knowledge, information or belief that the subject matter of that Warranty may not be correct, complete or accurate.

6. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS BY THE SUBSCRIBER

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

- (a) it is duly incorporated and validly existing under the laws of its place of incorporation and has the authority to enter into and perform this Agreement and that in entering into this Agreement and in performing its obligations hereunder (including the holding of the Convertible Securities and the exercising of its rights thereunder) it does not and shall not do so in breach of any applicable legislation;
- (b) the execution and delivery of this Agreement and the consummation of the transactions contemplated herein will not result in any violation of, or be in conflict with, or constitute a default under, any agreement or instrument to which the Subscriber is a party or by which the Subscriber or its properties are bound, or any judgment, decree, order or, to the Subscriber's knowledge, any statute, rule or regulation applicable to the Subscriber; and
- (c) this Agreement constitutes valid, binding and enforceable obligations of the Subscriber.

6.2 The Subscriber hereby agrees and acknowledges that the Company is entering into this Agreement in reliance on the representations and warranties made by it under Clause 6.1 notwithstanding any enquiries or investigations which the Company may have conducted and notwithstanding anything of which the Company may or ought to have knowledge or notice, and the Company is entitled to treat such representations and warranties as conditions of the Agreement.

7. ACCESS TO INFORMATION

The Company shall procure that, pending Completion, the Subscriber, 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 Subscriber may require.

8. NOTICES

8.1 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), facsimile transmission or personal delivery to its address or fax number as set out below (or such other address or fax number as the addresses has by five (5) days' prior written notice specified to the other parties):

To the Company: NOIZ GROUP LIMITED
 (聲揚集團有限公司)

Address: Room 1108, 11/F., Wing On Centre, 111
 Connaught Road Central, Central, Hong

Kong

Attention: The board of directors

To the Subscriber: TEAM SUNNY INTERNATIONAL HOLDINGS
LIMITED

Address: Room 1108, 11/F., Wing On Centre, 111
Connaught Road Central, Central, Hong
Kong

Attention: Mr. Wong Hin Shek

8.2 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 despatch, if sent by facsimile transmission.

8.3 The Subscriber hereby irrevocably appoints Mr. Wong Hin Shek of Room 1108, 11/F., Wing On Centre, 111 Connaught Road Central, Central, Hong Kong as its service agent to receive and acknowledge on its behalf service of any notice, writ, summons, order, judgment or communication in relation to this Agreement and further agrees that any such legal process or notice shall be sufficiently served on it if delivered during normal office hours to such agent for service at its address for the time being in Hong Kong. The Subscriber further agrees to maintain a duly appointed agent in Hong Kong to accept service of process out of the courts of Hong Kong and to keep the Company informed of the name and address of such agent. Service on Mr. Wong Hin Shek (or such agent as may be notified by the Subscriber from time to time) shall be deemed to be service on its appointer.

9. COSTS AND EXPENSES

Each party shall bear its own costs and expenses (if any) incurred by it in connection with the preparation, negotiation and settlement of this Agreement. Capital fees, stamp duty and all other fees and duties (if any) relating to the issue and delivery of the Convertible Securities, allotment and issue of the Conversion Shares and fulfilment of all obligations under the Convertible Securities shall be borne by the Company.

10. FURTHER ASSURANCE

The Company shall, at its own cost and expenses, 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 Subscriber may reasonably require to give effect to the provisions of this Agreement.

11. 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.

12. 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.

13. AMENDMENTS

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

14. 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 the Company shall not assign or transfer or purport to assign or transfer any of its rights or obligations hereunder without the prior written consent of the Subscriber. The Subscriber may at any time without the consent of the Company assign or transfer its rights and benefits hereunder or to anyone. Such assignee shall have the same rights and benefits and/or obligations against the Subscriber under this Agreement as if it were an original party thereto in respect of its rights and benefits and/or obligations assigned to it.

15. 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, arrangements, statements or transactions between the parties hereto in relation to the subject matters hereof.

16. RESTRICTION ON ANNOUNCEMENTS

- 16.1 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.

- 16.2 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 or any other regulatory body or authority. Any announcement by any party required to be made pursuant to any relevant law or regulation or the requirements of the Stock Exchange or any other regulatory body or authority shall be issued only after such prior consultation with the other party as is reasonably practicable in the circumstances.

17. COUNTERPARTS

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

18. GOVERNING LAW AND JURISDICTION

- 18.1 This Agreement is governed by and shall be construed in accordance with Hong Kong law and each party hereby submits to the non-exclusive jurisdiction of the courts of Hong Kong as regards any claim or matter arising under this Agreement.
- 18.2 Unless expressly provided to the contrary in this Agreement, a person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) to enforce any of the terms of this Agreement, and whether so provided in this Agreement or not, no consent of third party is required for the amendment to (including the waiver or compromise of any obligation), rescission of or termination of this Agreement.

SCHEDULE 1

The Instrument

SCHEDULE 2

Completion Requirements

1. Obligations of the Company

At Completion, the Company shall deliver to the Subscriber:

- (a) evidence reasonably satisfactory to the Subscriber that the Conditions Precedent have been fulfilled, including but not limited to the delivery to the Subscriber of a copy of the letter from the Stock Exchange confirming that the GEM Listing Committee of the Stock Exchange has granted listing of and permission to deal in the Conversion Shares falling to be issued and allotted upon the exercise of the Conversion Rights or otherwise pursuant to the Conditions;
- (b) one or more Certificate(s) for the Convertible Securities for the total principal amount of HK\$101,000,000 duly issued in favour of the Subscriber in such denomination and manner as the Subscriber may direct;
- (c) a certified copy of the Instrument duly executed by the Company; and
- (d) a written confirmation signed by any director of the Company confirming (i) the Set-Off has been duly completed at Completion; (ii) the Subscription Price has been duly settled by the Subscriber by way of Set-Off; and (iii) the 2025 August CBs have been duly settled by the Company by way of Set-Off.

2. Obligations of the Subscriber

At Completion, the Subscriber shall deliver to the Company:

- (a) a certified copy of its board resolution approving and authorising the execution of this Agreement; and
- (b) a written confirmation signed by any director of the Subscriber confirming (i) the Set-Off has been duly completed at Completion; (ii) the Subscription Price has been duly settled by the Subscriber by way of Set-Off; and (iii) the 2025 August CBs have been duly settled by the Company by way of Set-Off.

SCHEDULE 3

Warranties

1. The existing issued Shares of the Company is listed on the Stock Exchange and the Company is not aware of any circumstances whereby such listing will be cancelled or revoked before Completion as a result of the transactions contemplated by this Agreement.
2. The Company has the authority to enter into and perform this Agreement and that in entering into this Agreement, the Company does not do so in breach of any existing obligation or applicable legislation.
3. The Company has full power and authority to issue the Convertible Securities and perform its obligations thereunder subject to the fulfillment of the Conditions Precedent and compliance with applicable laws and regulations.
4. Upon the issue of the Convertible Securities and the execution of the corresponding Certificates by the Company and delivery of the same, the Convertible Securities and the Certificates will constitute the legal and binding obligations of the Company enforceable against the Company in accordance with its terms.
5. The particulars relating to the share capital of the Company in Recital (A) of this Agreement are correct and accurate as at the date of this Agreement.

ANNEX

The Announcement

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

THE COMPANY

SIGNED by WONG HIN SHEK

for and on behalf of

NOIZ GROUP LIMITED

(聲揚集團有限公司)

in the presence of:

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THE SUBSCRIBER

SIGNED by WONG HIN SHEK

for and on behalf of

TEAM SUNNY INTERNATIONAL

HOLDINGS LIMITED

in the presence of:

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