

THIS OFFICE SHARING AGREEMENT (this "**Agreement**") is made on 9th day of December 2022

BETWEEN:

- (1) **CMBC INTERNATIONAL HOLDINGS LIMITED**, a company incorporated in Hong Kong with limited liability whose registered office at 45th floor of One Exchange Square, 8 Connaught Place, Hong Kong ("**CMBCI**"); and
- (2) **CMBC CAPITAL HOLDINGS LIMITED**, a company incorporated in Bermuda with limited liability whose registered office at Clarendon House, 2 Church Street, Hamilton HM11, Bermuda ("**CMBCC**")
(each a "**party**", and collectively the "**parties**").

WHEREAS:

- (A) CMBCC and CMBCI entered into an agreement dated 31 May 2019 (as renewed by an agreement dated 31 December 2019) (the "**2019 Agreement**") to share the office space at the whole of the 45th floor of One Exchange Square, 8 Connaught Place, Central, Hong Kong (the "**Office Space**") which was leased under a lease dated 18 September 2018 (the "**Master Lease**") entered into between CMBCC (as tenant) and The Hongkong Land Property Company, Limited (as landlord) (the "**Landlord**"). The 2019 Agreement will be terminated on 31 December 2022.
- (B) CMBCI desires to continue to occupy, and CMBCC desires to continue to make available for the use of CMBCI, certain office space in the Office Space provided for herein. CMBCI and CMBCC, therefore, enter into this Agreement to govern and regulate their continuing office sharing arrangement in accordance with the terms and conditions of this Agreement.
- (C) CMBCI is an indirect controlling shareholder of CMBCC. Accordingly, CMBCI is a connected person of CMBCC within the meaning given under the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (the "**Listing Rules**").

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, CMBCC and CMBCI agree as follows:

1. GENERAL PRINCIPLE

The sharing of Office Space contemplated under this Agreement shall be transacted

on the basis of equality and voluntariness with a view to bring mutual benefits to the parties thereto and with terms not less favourable (in terms of the interest of CMBCC) than those offered to any independent third party who is not a connected person of CMBCC as defined under the Listing Rules for office space sharing (if any).

2. OFFICE SPACE AND SHARED OFFICE SPACE ACCESS

- 2.1 CMBCI shall have use of a designated area of approximately 2,000 square feet of the Office Space (the "**CMBCI Office Space**").
- 2.2 CMBCI shall have reasonable non-exclusive use on the terms provided for herein of common areas made available by the Landlord to CMBCC, including without limitation the pantry, conference rooms, bathrooms, stairways, elevators, and lobby.
- 2.3 CMBCI agrees to consult with CMBCC regarding scheduling of conference rooms and cooperate in good faith to minimize disruption to CMBCC's business from such use.

3. TERM

- 3.1 The term of this Agreement ("**Term**") shall commence on the Effective Date (as defined below).
- 3.2 CMBCI shall have access to the CMBCI Office Space from and after the Effective Date.
- 3.3 The Term shall be month-to-month but shall terminate on the earlier of (i) termination date of the Master Lease and (ii) 31 December 2025, unless sooner terminated pursuant to the terms of this Agreement (the "**Termination Date**").
- 3.4 If the Master Lease shall be terminated prior to the Termination Date, this Agreement shall terminate concurrently.

4. SUPPORT AND COSTS

- 4.1 CMBCI shall pay the Sharing Fee (as defined below) for the CMBCI Office Space in accordance with Clause 5.
- 4.2 CMBCC will cooperate with CMBCI regarding the provision of phone service and any additional data services at CMBCI expense.
- 4.3 CMBCI shall be entitled to the following utilities at the Office Space at no extra cost:
 - (i) use of lighting and electricity; and
 - (ii) use of heating and air conditioning during normal business hours.

5. CONSIDERATION

- 5.1 Subject to the annual caps set forth in Clause 5.4 below, CMBCI shall pay to CMBCC HK\$740,000 per month for use of the CMBCI Office Space from and after the Effective Date (the "**Sharing Fee**").
- 5.2 The Sharing Fee for any month must be paid in cash by CMBCI to CMBCC on the last business day of the prior month.
- 5.3 The Sharing Fee payable by CMBCI to CMBCC for each of the three financial years from the Effective Date up to 31 December 2025 shall not exceed the following annual caps:

For the year ending 31 December 2023	For the year ending 31 December 2024	For the year ending 31 December 2025
HK\$8,880,000	HK\$8,880,000	HK\$8,880,000

6. CONDITION PRECEDENT

- 6.1 This Agreement shall take effect on 1 January 2023, subject to the fulfilment or waiver (the "**Effective Date**") of:
- (i) the Master Lease not being terminated and the Landlord has not given any written or oral notice of such termination; and
 - (ii) all authorizations, registrations, filings, confirmations, licenses, consents, permissions and approvals required being obtained.

7. TERMINATION

- 7.1 Either party may terminate this Agreement by providing the other party with thirty (30) days written notice of intent to terminate this Agreement.
- 7.2 Notwithstanding anything contained herein, it is agreed that this Agreement shall be automatically terminated with immediate effect if (i) CMBCC considers that it is not feasible to comply with the Listing Rules at any time or (ii) compliance with the Listing Rules would require changes to this Agreement which are not acceptable to any of the parties hereto.
- 7.3 Upon termination of this Agreement for whatsoever reason, CMBCI shall immediately return to CMBCC all keys and security passes that provide CMBCI access to the Office Space that are in its possession or control.

8. NOTICES

- 8.1 Any notice required to be given under this Agreement shall be sufficiently given if delivered personally or forwarded by registered post (airmail in the case of an address in another jurisdiction) or sent by facsimile transmission to the relevant party at its address or fax number set out below (or such

other address as the addressee has by five (5) days prior written notice specified to the other party):-

To: CMBCC : 45/F, One Exchange Square, 8 Connaught Place,
Central, Hong Kong
Fax Number : 3753 3668
Attention : Mr. Ng Hoi Kam

To: CMBCI : 45/F, One Exchange Square, 8 Connaught Place,
Central, Hong Kong
Fax Number : 3753 3668
Attention : Mr. Ding Zhisuo

8.2 Subject to Clause 8.3 of this Agreement, any notice delivered personally shall be deemed to have been served at the time of delivery; any notice sent by pre-paid registered post shall be deemed to have been served three (3) business days (seven (7) Business Days in the case of registered airmail to an address in another jurisdiction) after the time at which it was posted and in proving such service it shall be sufficient to prove that the notice was properly addressed and posted by prepaid registered letter post; and notices sent by facsimile transmission shall be deemed to have been served upon transmission.

8.3 Where, in the case of delivery by hand or transmission by facsimile, delivery or transmission occurs after 5 p.m. (local time) on a Business Day or on a day which is not a Business Day in the place of receipt, service shall be deemed to occur at 9 a.m. (local time) on the next following Business Day in such place; and for the purpose of this Agreement, "Business Day" means any day (other than Saturday, Sunday, public holiday or a day on which a tropical cyclone warning signal no. 8 or above or a black rainstorm warning signal is hoisted in Hong Kong at any time between 9:00 a.m. and 5:00 p.m.) on which banks in Hong Kong are open for business.

9. LAW AND JURISDICTION

9.1 This Agreement shall be governed by and construed in all respects in accordance with the laws of Hong Kong.

9.2 In relation to any legal action or proceedings to enforce this Agreement or arising out of or in connection with this Agreement ("**proceedings**"), each of the parties hereto irrevocably submits to the non-exclusive jurisdiction of

the courts of Hong Kong and waives any objection to proceedings in such courts on the grounds of venue or on the grounds that the proceedings have been brought in any inconvenient forum.

- 9.3 The submissions by the parties hereto referred to in Clause 9.2 of this Agreement shall not affect the right of any party to take proceedings in any other jurisdiction nor shall the taking of proceedings in any jurisdiction preclude any party from taking proceedings in any other jurisdiction.

10. INDEPENDENCE: NO PARTNERSHIP OR AGENCY

Each party agrees that nothing contained herein shall create a partnership, joint venture, agency or employment relationship between CMBCI and CMBCC and agrees not to represent or hold itself out to third parties as being in such a relationship with the other party.

11. ASSIGNMENT

The services contracted hereunder are personal and dependent upon the qualifications of the parties hereto and no party's rights or obligations under this Agreement shall be transferable (or delegable) by assignment or otherwise, and any purported assignment, transfer or delegation thereof shall be void.

12. COSTS

Each party hereto shall be responsible for its own costs incurred in connection with the negotiation, preparation, execution and carrying into effect of this Agreement.

13. TIME IS OF ESSENCE

Time shall be of the essence of this Agreement, both as regards to the dates and periods specifically mentioned and as to any dates and periods which may be substituted by agreement in writing between or on behalf of the parties hereto.

14. FURTHER ASSURANCES

Each of the parties hereto shall do, execute and perform or procure to be done, executed or performed all such further deeds, documents, acts and things as the other party may reasonably require to put into effect the transactions contemplated under this Agreement.

15. ENTIRE AGREEMENT

This Agreement contains the entire agreement and understanding between the parties hereto and supersedes any prior or contemporaneous written or oral

agreements, representations and warranties between them respecting the subject matter hereof.

16. AMENDMENT

This Agreement may be amended or modified only by a written instrument signed by CMBCC and CMBCI.

17. SEVERABILITY

If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held to be invalid, illegal, unenforceable or void, the remainder of the Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect. In lieu of any such invalid, illegal, unenforceable or void provision, the parties hereto intend that there shall be added as part of this Agreement a provision as similar in terms to such invalid, illegal or unenforceable provision as may be possible and be valid, legal and enforceable.

18. WAIVER

No failure or neglect of either party hereto in any instance to exercise any right power or privilege hereunder or under law shall constitute a waiver of any other right, power or privilege or of the same right, power or privilege in any other instance. All waivers by the parties hereto must be contained in a written instrument signed by the party to be charged and, in the case of the CMBCC, by an officer of CMBCC. The rights and remedies provided by this Agreement are cumulative, and the exercise of any right or remedy by either party hereto (or by its successor), whether pursuant to this Agreement, to any other agreement, or to law, shall not preclude or waive its right to exercise any or all other rights and remedies.

19. COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be considered to have the force and effect of an original. A party hereto may execute this Agreement on a facsimile or scanned copy counterpart and deliver its signature and seal by facsimile or scanned copy via email.

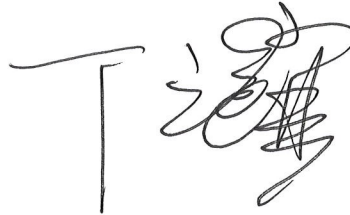
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IN WITNESS thereof, the parties have duly executed this Agreement on the day
and year first abovementioned.

CMBCI

SIGNED by
Ding Zhisuo
for and on behalf of
**CMBC INTERNATIONAL
HOLDINGS LIMITED**
in the presence of :-

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CMBCC

SIGNED by
Ng Hoi Kam
for and on behalf of
**CMBC CAPITAL HOLDINGS
LIMITED**
In the presence of:-

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