

THIS AGREEMENT is made on 30 September, 2024

BETWEEN:-

- (1) KNT HOLDINGS Limited, a company incorporated in the Cayman Islands with limited liability whose registered office is situated at Cricket Square, Hutchins Drive, P.O. Box 2681, Grand Cayman, KY1-1111, Cayman Islands (the "**Vendor**"); and
- (2) Huhu Trade Co Limited (虎虎貿易有限公司), a company incorporated in Hong Kong with limited liability whose registered office is situated at Room D5, 5/F, King Yip Factory Building, No. 59 King Yip Street, Kwun Tong, Kowloon, Hong Kong (the "**Purchaser**").

WHEREAS:-

- (A) The Company is a company incorporated in the British Virgin Islands with limited liability, particulars of which are set out in Schedule 1.
- (B) At the date of this Agreement, the Vendor is the legal and beneficial owner of 1 issued shares in the registered capital of the Company representing 100% of the entire issued share capital of the Company.
- (C) The Vendor has agreed to sell and the Purchaser has agreed to purchase the Sale Shares from the Vendor on the terms and conditions contained in this Agreement.

IT IS HEREBY AGREED THAT:-

1. INTERPRETATION

- (A) In this Agreement, the Schedules and the Recitals hereto, unless the context requires otherwise:-

"**Business**" in respect of the Company means the business of the Company as now carried on and as from time to time carried on prior to or upon Completion;

"**Business Day**" means a day (other than a Saturday and days on which a typhoon signal 8 or above or black rainstorm signal is hoisted in Hong Kong at 10:00 am) on which banks in Hong Kong are generally open for business;

"**Companies Ordinance**" means the Companies Ordinance, Chapter 622 of the laws of Hong Kong;

"**Company**" means Mission Master Group Limited, a company incorporated in the British Virgin Islands with limited liability;

"**Completion**" means completion of the sale and purchase of the Sale Shares in accordance with the provisions of Clause 4;

"Completion Date" means the date of this Agreement or such earlier date as may be determined by the Purchaser in its absolute discretion as notified to the Vendor in writing;

"Consent" includes any licence, consent, approval, authorisation, permission, waiver, order or exemption;

"Directors" means directors of the Company from time to time;

"Encumbrance" means any mortgage, charge, pledge, lien (otherwise than arising by statute or operation of law), hypothecation, equities, adverse claims, or other encumbrance, priority or security interest, deferred purchase, title retention, leasing, sale-and-purchase, sale-and-leaseback arrangement over or in any property, assets or rights of whatsoever nature or interests or any agreement for any of the same and "Encumber" shall be construed accordingly;

"HK\$" means Hong Kong dollars;

"Hong Kong" means the Hong Kong Special Administrative Region of the PRC;

"PRC" means the People's Republic of China;

"Purchase Price" means the consideration payable by the Purchaser for the purchase of the Sale Shares as provided in Clause 3;

"Sale Shares" means 1 Share to be sold by the Vendor to the Purchaser, representing 100% of the entire registered and issued capital of the Company;

"Shares" means ordinary shares in the registered capital of the Company;

"Tax" and **"Taxation"** include all forms of tax, levy, duty, charge, fee, contribution, impost or withholding of any nature now or hereafter imposed, levied, collected, withheld or assessed by a local, municipal, governmental, state, federal or other body or authority in Hong Kong or elsewhere (including any fine, penalty, surcharge or interest in relation thereto); and

"Warranties" means the representations and warranties of the Vendor as set out in Schedule 2.

- (B) References herein to statutory provisions shall be construed as references to those provisions as amended or re-enacted or as their applications are modified by other provisions (whether before or after the date hereof) from time to time and shall include any provisions of which they are re-enactments (whether with or without modification).
- (C) In this Agreement, unless otherwise defined, words and expressions defined in the Companies Ordinance shall bear the same meaning as in that Ordinance.
- (D) References herein to "Clauses" and "Schedules" are to clauses of and schedules to this Agreement unless the context requires otherwise and the Schedules to this Agreement

form an integral part of this Agreement.

- (E) The Clause headings are inserted for convenience only and shall not affect the construction or interpretation of this Agreement.
- (F) Unless the context requires otherwise, in this Agreement words importing the singular include the plural and vice versa and words importing gender or the neuter include both genders and the neuter.
- (G) The expressions the "Vendor" and the "Purchaser" shall, where the context permits, include their respective successors, personal representatives and permitted assigns.

2. SALE AND PURCHASE AND IMMEDIATE OBLIGATION

The Vendor shall sell the Sale Shares and the Purchaser shall purchase the Sale Shares from the Vendor. Immediately after the signing of this Agreement, the Vendor shall release (i) the certificates to the Sale Shares, (ii) duly executed transfer documents relating to the Sale Shares, and (iii) a certified true copy of the minutes of the board of directors of the Vendor approving its entry into this Agreement (collectively the "Transfer Documents"), to the Purchaser on Completion.

3. CONSIDERATION

The Purchase Price payable by the Purchaser to the Vendor shall in aggregate be HK\$5,500,000 in cash and shall be paid by in 3 instalments as follows:

- (a) HK\$2,000,000 on or before 31 October 2024,
- (c) HK\$2,000,000 on or before 30 November 2024; and
- (d) the balance of HK\$1,500,000 on or before 31 December 2024.

4. COMPLETION

Completion shall take place on the Completion Date at the offices of the Purchaser on or before 6:00 p.m. or at such other place and time as shall be mutually agreed by the parties hereto (time in either case being of the essence). The vendor unconditionally and irrevocably agrees that the Transfer Documents shall be released to the Purchaser.

5. REPRESENTATIONS, WARRANTIES, UNDERTAKINGS AND INDEMNITIES

- (A) The Vendor hereby represents, warrants and undertakes to the Purchaser (to the intent that the provisions of this Clause shall continue to have full force and effect notwithstanding Completion) in the terms set out in Schedule 2 hereto and acknowledges that the Purchaser in entering into this Agreement is relying on such representations, warranties and undertakings and the Purchaser shall be entitled to treat the same as conditions of this Agreement.

- (B) Each of the Warranties shall be separate and independent to the intent that the Purchaser shall have a separate claim and right of action in respect of any breach thereof and save as expressly provided herein shall not be limited by reference to anything else in this Agreement.

6. **CONFIDENTIALITY**

The terms contained in this Agreement shall be and remain confidential save for disclosure to professional advisers and (if required) regulatory authorities in Hong Kong and where required by law and any announcement in respect of this Agreement shall so far as practicable be jointly agreed between the parties but subject to the obligations of the parties to comply with the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited. Where any press or other announcement is required by law, The Stock Exchange of Hong Kong Limited, the party proposing to make the announcement shall so far as practicable consult and obtain the consent from the other parties hereto regarding the terms of such announcement prior to its release.

7. **MISCELLANEOUS**

- (A) Subject to any express provision of this Agreement to the contrary, each party to this Agreement shall pay its own costs and disbursements of and incidental to the preparation, negotiation and completion of this Agreement and the sale and purchase hereby agreed to be made.
- (B) Each notice, demand or other communication given or made under this Agreement shall be in writing and delivered or sent to the relevant party at its address or fax number set out below (or such other address or fax number as the addressee has by two (2) Business Days' prior written notice specified to the other parties):-

To the Vendor:

Address : 30/F, EW International Tower, No. 120 Texaco Road,
Tsuen Wan, New Territories, Hong Kong
Attention : The Board of Directors

To the Purchaser:

Address : Room D5, 5/F, King Yip Factory Building, No. 59 King
Yip Street, Kwun Tong, Kowloon, Hong Kong
Attention : The Board of Directors

Any such notice or other document shall be deemed to have been duly given upon receipt if delivered by hand or if sent by facsimile transmission upon the receipt of machine printed confirmation and in the case of a notice sent by post it shall be deemed to have been given on the second Business Day after posting if the address is in Hong Kong and on the fifth Business Day after posting if the address is outside Hong Kong.

In proving the giving of a notice it shall be sufficient to prove that the notice was left or that the envelope containing such notice was properly addressed and posted or that the applicable means of telecommunication was properly received (as the case may be).

- (C) This Agreement constitutes the whole agreement between the parties hereto and shall supersede the terms of any agreement, whether oral or otherwise, made prior to the entering into of this Agreement. It is expressly declared that no purported variations hereof shall be effective unless made in writing and signed by all the parties hereto.
- (D) The provisions of this Agreement, insofar as the same shall not have been fully performed at Completion, shall remain in full force and effect notwithstanding Completion.
- (E) Each of the Purchaser and the Vendor shall at the request of any of the others do and execute or procure to be done and executed all such further acts, deeds, things and documents as may be necessary to give effect to the terms of this Agreement.
- (F) No waiver by any party to this Agreement of any breach by any other party of any provision hereof shall be deemed to be a waiver of any subsequent breach of that or any other provision hereof and any forbearance or delay by the relevant party in exercising any of its rights hereunder shall not be constituted as a waiver thereof.
- (G) Time shall be of the essence as regards any time, date or period mentioned in this Agreement and any time, date or period substituted for the same by agreement of the parties hereto or otherwise.
- (H) The illegality, invalidity or unenforceability of any part of this Agreement shall not affect the legality, validity or enforceability of any other part of this Agreement.
- (I) The provisions of this Agreement shall be binding on and shall enure for the benefit of the successors and assigns and personal representatives (as the case may be) of each party.
- (J) This Agreement may be executed in any number of counterparts by the parties hereto on separate counterparts, each of which when executed shall constitute an original and all of which when taken together shall constitute one and the same document.

8. GOVERNING LAW AND JURISDICTION

- (A) This Agreement is governed by and shall be construed in accordance with the laws of Hong Kong and the parties hereto hereby irrevocably submit to the non-exclusive jurisdiction of the Hong Kong courts. Each of the parties hereto also irrevocably agrees to waive any objection which it may at any time have to the laying of the venue of any proceedings in the Hong Kong Courts and any claim that any such proceedings have been brought in an inconvenient forum.

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

SCHEDULE 1

DETAILS OF THE COMPANY

Name	:	Mission Master Group Limited
Country of incorporation	:	British Virgin Islands
Company No.	:	2157993
Date of establishment	:	12 September 2024
Authorised Share Capital	:	USD50,000.00
Issued Share Capital	:	USD1.00
Registered Office	:	Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands
Sole Director	:	Chong Sik
Sole Shareholder	:	KNT Holdings Limited

SCHEDULE 2

THE WARRANTIES

The Vendor represents and warrants and undertakes to the Purchaser that all representations and statements of fact set out in this Schedule 2 or otherwise contained in this Agreement are and will be true and accurate in all respects as at the date hereof and at all times up to and as at Completion.

1. General Information

- (A) The Vendor has full power to enter into this Agreement and to exercise its rights and perform its obligations hereunder and this Agreement will, when executed by the Vendor, be a legal, valid and binding agreement on her and enforceable in accordance with the terms hereof.
- (B) The execution, delivery and performance of this Agreement by the Vendor does not and will not violate in any respect any provision of (i) any law or regulation or any order or decree of any governmental authority, agency or court of Hong Kong or elsewhere prevailing as at the date of this Agreement and as at Completion; (ii) the laws and documents incorporating and constituting the Company prevailing as at the date of this Agreement and as at Completion.

2. Sale Shares

- (A) The Sale Shares were allotted and issued fully paid in accordance with the Memorandum of Association and Articles of Association of the Company and in compliance with all relevant laws of British Virgin Islands and rank pari passu in all respects inter se and with all other Shares in the issued share capital of the Company.
- (B) The Sale Shares are free from any liens, charges, Encumbrances, claims, equities or pre-emptive or third party rights of whatsoever nature and together with all rights and entitlements attaching thereto as at the date of this Agreement and as at the Completion Date.

3. Miscellaneous

All information contained in this Agreement was when given true and accurate in all respects and there is no fact or matter which has not been disclosed, which may render any such information or documents untrue, inaccurate or misleading at the date of this Agreement or which if disclosed might reasonably be expected to influence adversely the Purchaser's decision to purchase the Sale Shares on the terms of this Agreement.

SIGNATURE PAGE

SIGNED by CHONG SIK
for and on behalf of
KNT Holdings Limited
in the presence of:-

For and on behalf of
KNY HOLDINGS LIMITED

Authorized Signature(s)

SIGNED by CHEN XIANG LI
for and on behalf of
HUHU TRADE Co Limited
虎虎貿易有限公司
in the presence of:-

For and on behalf of
虎虎貿易有限公司
HUHU TRADE CO LIMITED

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Authorized Signature(s)