

DATED the 7th day of March 2025

Volcano Spring International Holdings Limited
(as the “**Company**”)

AND

Imperium International Securities Limited
(as the “**Placing Agent**”)

PLACING AGREEMENT
in relation to the placing of the Unsubscribed Rights Shares and NQS Unsold Rights
Shares

THIS PLACING AGREEMENT is made on the 7th day of March 2025

BETWEEN:

- (1) **Volcano Spring International Holdings Limited**, a company incorporated in the Cayman Islands and having its registered office at Windward 3, Regatta Office Park, PO Box 1350, Grand Cayman KY1-1108, Cayman Islands and its principal place of business in Hong Kong at Flat E, 15/F, Leahander Centre, 28 Wang Wo Tsai Street, Tsuen Wan, New Territories, Hong Kong (the “**Company**”); and
- (2) **Imperium International Securities Limited**, a company incorporated in Hong Kong with limited liability and having its registered office and principal place of business at Room 2603A, 26/F, One Harbour Square, 181 Hoi Bun Road, Kwun Tong, Kowloon, and a licensed corporation for type 1 (Dealing in Securities), type 2 (Dealing in Futures) and type 4 (advising on securities) of the regulated activities under the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong) (“**Placing Agent**”).

WHEREAS:

- (A) The Company was incorporated in the Cayman Islands and is a public company whose shares are listed on the Main Board of the Stock Exchange. As at the date hereof, the Company has an authorised share capital of HK\$100,000,000 divided into 400,000,000 Shares of HK\$0.25 each, of which 117,922,000 Shares have been issued and are fully paid or credited as fully paid.
- (B) The Company proposes to raise funds by way of the Rights Issue and to offer the Rights Shares for subscription by way of rights to the Qualifying Shareholders on the basis of three (3) Rights Share for every one (1) Share held on the Record Date at the Subscription Price. The Rights Issue will raise up to approximately HK\$88.4 million before expenses.
- (C) The Placing Agent has agreed to procure, as agent of the Company, the Placee(s), as subscribers on a best efforts basis for the Placing Shares upon the terms and subject to the conditions set out in this Agreement.
- (D) Application shall be made by the Company to the Listing Committee of the Stock Exchange for the listing of, and permission to deal in, the Rights Shares in their nil- paid and fully-paid.

IT IS HEREBY AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

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

“Affiliates”	in relation to a particular company, any company or other entity which is its holding company or subsidiary, or any other
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	subsidiary of its holding company
“Announcement”	the announcement to be made by the Company concerning the Rights Issue
“associates”	has the meaning as ascribed to it under the Listing Rules
“Board”	the board of directors of the Company
“Business Day”	a day (excluding Saturday and Sunday and any day on which "extreme conditions" caused by super typhoons is announced by the Government of Hong Kong or a tropical cyclone warning signal no. 8 or above is hoisted or remains hoisted between 9:00 a.m. and 12:00 noon and is not lowered at or before 12:00 noon or on which a "black" rainstorm warning is hoisted or remains in effect between 9:00 a.m. and 12:00 noon and is not discontinued at or before 12:00 noon) on which licensed banks in Hong Kong are open for general business
“CCASS”	the Central Clearing and Settlement System established and operated by Hong Kong Securities Clearing Company Limited
“Companies Ordinance”	the Companies (Winding Up and Miscellaneous Provisions) Ordinance, Chapter 32 of the Laws of Hong Kong
“Connected person”	has the meaning as ascribed to it under the Listing Rules
“FRC”	Financial Reporting Council
“Group”	the Company and its Subsidiaries
“HKEX” or “Stock Exchange”	The Stock Exchange of Hong Kong Limited
“HK\$”	Hong Kong dollar, the lawful currency of Hong Kong
“Hong Kong”	the Hong Kong Special Administrative Region of the PRC
“Independent Third Party(ies)”	person(s) who is(are) third party(ies) independent of the Company and connected

persons of the Company

“Latest Placing Date”	Thursday, 12 June 2025 or such later date as the Company and the Placing Agent may agree in writing, being the latest time for the Placing Agent to place the Unsubscribed Rights Shares and/or NQS Unsold Rights Shares
“Listing Rules”	the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited
“Long Stop Date”	Friday, 13 June 2025 or such later date as may be agreed between the Placing Agent and the Company in writing
“Memorandum and Articles of Association”	the memorandum and articles of association for the time being of the Company
“No Action Shareholders”	Qualifying Shareholders who do not subscribe for the Rights Shares (whether partially or fully) under the Provisional Allotment Letter(s) or their renounces, or such persons who hold any nil-paid rights at the time such nil-paid rights are lapsed (including the Non-Qualifying Shareholder in respect of NQS Unsold Rights Shares)
“NQS Unsold Rights Share(s)”	the Rights Share(s) which would otherwise has/have been provisionally allotted to the Non-Qualifying Shareholders (if any) in nil-paid form that has/ have not been sold by the Company
“Non-Qualifying Shareholder(s)”	those Overseas Shareholder(s) whom the directors of the Company, after making enquiries, consider it necessary, or expedient not to offer the Rights Shares to such Shareholder(s) on account either of legal restrictions under the laws of the relevant place or the requirements of the relevant regulatory body or stock exchange in that place
“Overseas Shareholder(s)”	Shareholder(s) with registered address(es) (as shown on the register of members of the Company on the Record Date which is (are) outside Hong Kong

“Placee(s)”	any individuals, corporate, institutional investor(s) or other investor(s), who and whose ultimate beneficial owner(s) shall be the Independent Third Party(ies), procured by the Placing Agent and/or its Sub-Placing Agents, to subscribe for any of the Unsubscribed Rights Shares and NQS Unsold Rights Shares pursuant to this Agreement
“Placing”	the offer by way of private placing of the Unsubscribed Rights Shares and NQS Unsold Rights Shares by the Placing Agent, who and whose ultimate beneficial owners shall be Independent Third Party(ies), to the Placee(s) during the Placing Period on the terms and subject to the conditions set out in this Agreement
“Placing Completion”	completion of the Placing under this Agreement
“Placing Completion Date”	Wednesday, 18 June 2025, or such later date as may be agreed between the Placing Agent and the Company in writing
“Placing Period”	a period commencing from the first Business Day after the date of announcement of the number of Unsubscribed Rights Shares and the NQS Unsold Rights Shares, which is expected to be Thursday, 5 June 2025, and ending at 4:00 p.m. on the Latest Placing Date or such later date as the Company and the Placing Agent may agree in writing
“Placing Price”	the placing price of each of the Unsubscribed Rights Shares and/or NQS Unsold Rights Share (as the case maybe) which shall be not less than the Subscription Price, and the final price determination is dependent on the demand and market conditions of the Unsubscribed Rights Shares and NQS Unsold Rights during the process of placement
“Placing Shares”	all the Unsubscribed Rights Shares and/or NQS Unsold Rights Shares
“PRC”	The People's Republic of China which for the purpose of this Agreement excludes

Hong Kong, Macau Special Administrative Region of the PRC and Taiwan

“Prospectus”	a document relating to the Rights Issue to be despatched to Shareholders whose names appear on the register of members of the Company on the Record Date
“Prospectus Documents”	the Prospectus and Provisional Allotment Letter
“Provisional Allotment Letter(s)”	the provisional allotment letter(s) proposed to be issued to the Qualifying Shareholders in connection with the Rights Issue
“Qualifying Shareholder(s)”	Shareholder(s) whose name(s) appear(s) on the register of members of the Company on the Record Date, other than the Non-Qualifying Shareholder(s)
“Record Date”	Monday, 12 May 2025 or such other date as may be determined by the Company, being the date by reference to which the Shareholders’ entitlements to the Rights Issue are to be determined
“Rights Issue”	the proposed issue by way of rights of the Rights Shares at the Subscription Price on the basis of three (3) Rights Shares for every one (1) Share held on the Record Date to the Qualifying Shareholders
“Rights Shares”	up to 353,766,000 new Shares proposed to be allotted and issued by the Company to the Qualifying Shareholders or subscription pursuant to the Rights Issue, assuming no change in the number of Shares in issue on or before the Record Date
“SFC”	the Securities and Futures Commission
“Share(s)”	ordinary share(s) of par value HK\$0.25 each in the capital of the Company
“Shareholder(s)”	holder(s) of the issued Share(s)
“Subscription Price”	the price of HK\$0.25 per Rights Share
“Subsidiaries”	has the meaning ascribed to it under the Listing Rules

“Sub-Placing Agents”	sub-placing agents for the Placing Shares as the Placing Agent or any sub-placing agents may procure
“Unsubscribed Rights Shares”	Rights Shares that are not subscribed by the Qualifying Shareholders or holders of nil-paid rights
“%”	per cent

- 1.2. Headings are for convenience only and shall not affect the definition of this Agreement.
- 1.3. Any document expressed to be “in the agreed form” means a document approved by the parties hereto and for the purpose of identification signed by or on behalf of the Company and the Placing Agent.
- 1.4. References to the singular number include the plural and vice versa and references to one gender include every gender.
- 1.5. References to Clauses, Exhibits and Recitals are to clauses, exhibits and recitals to this Agreement.
- 1.6. References in this Agreement to time are to Hong Kong time.

2. PLACING OBLIGATIONS

- 2.1. Subject to the terms and conditions of this Agreement, the Company agrees to allot and issue the Placing Shares and the Placing Agent conditionally agrees as agent of the Company (either by itself or through its Sub-Placing Agents) to procure Placee(s) on a best efforts basis to subscribe for the Placing Shares at the Placing Price (together with all such brokerage, SFC transaction levy, Stock Exchange trading fee and the FRC transaction levy as may be payable by such Placee(s) in relation to each such Placing Share) on the terms and subject to the conditions set out in this Agreement. For the avoidance of doubt, the Placing Price shall exclude any brokerage commission, SFC transaction levy and Stock Exchange trading fee, stamp duty and the FRC transaction levy.
- 2.2. The Company hereby appoints the Placing Agent as its agent to procure the Placee(s) on a best efforts basis to subscribe for the Placing Shares on the terms and subject to the conditions set out in this Agreement. The Placing Agent confirmed that it is independent of and not connected with the Company and its connected person or any of their respective associates. Any transaction properly carried out by the Placing Agent pursuant to this Agreement shall constitute a transaction carried out by the Placing Agent at the request of the Company and as its agent and not on account of or for the Placing Agent. The Placing Agent shall not be responsible for any loss or damage to the Company arising from any such transaction.

- 2.3. The Company hereby confirms that the appointment pursuant to this Agreement confers on the Placing Agent in accordance with the provisions hereof all powers, authorities and discretions on its behalf which are necessary for, or incidental to, the Placing and hereby agrees to ratify and confirm everything which the Placing Agent shall lawfully and reasonably do or have done on its behalf in relation to the Placing pursuant to or in anticipation of the terms of this Agreement.
- 2.4. The Placing Shares shall be offered by the Placing Agent as agent for the Company (i) to Placee(s) who, and whose ultimate beneficial owners, are not connected persons (as defined in the Listing Rules) of the Company, and will be third party(ies) independent of the directors, chief executive, management shareholders or substantial shareholders of the Company or any of its subsidiaries or any of their respective associates (for the purposes of this clause 2.4, “chief executive”, “controlling shareholder”, “substantial shareholder” and “associates” shall have the meaning as defined in the Listing Rules) during the Placing Period; and (ii) such that the Placing will not have any implications under the Hong Kong Code on Takeovers and Mergers and no shareholder of the Company will be under any obligation to make a general offer under the Hong Kong Code on Takeovers and Mergers as a result of the Placing.
- 2.5. The Company shall allot and issue the Placing Shares subject to the Memorandum and Articles of Association pursuant to the Placing free and clear from all liens, charges, security interests, encumbrances and adverse claims together with all rights attaching thereto on and after the date of their allotment including the rights to receive all future dividends or payable or distributions thereafter declared, made or paid on the Shares.
- 2.6. The Placing Agent hereby warrants and undertakes to the Company that:
- (a) the Placing will be a private placement of securities and not an offer to the public within the meaning of the Companies Ordinance and will be effected by telephone conversations leading to concluded contracts without the dispatch of documents until after legally binding commitments to subscribe for Placing Shares have been obtained from each Placee;
 - (b) it will ensure that the terms and conditions on which each Placee will subscribe for the Placing Shares, and the number of such Shares to be subscribed, are covered in precise terms and agreed with each Placee and to be in substantially the same form as the placing letter contained in the Schedule of this Agreement (amended as appropriate) and will not make any representation in connection with the Placing Shares other than contained in the Announcement, the Prospectus Documents or previously approved by the Company; and
 - (c) it has not offered or sold and it shall not, directly or indirectly, offer or sell any Placing Shares or distribute or publish any documents in relation to the Placing in any country or in any jurisdiction other than Hong Kong except under circumstances that shall result in compliance with any applicable laws and all offers and sales of Placing Shares shall be made on such terms.

- 2.7. The Placing Agent may, in its absolute discretion, appoint such other persons including any of its Affiliates to be Sub-Placing Agents on behalf of the Company for the purposes of arranging for the placing of the Placing Shares with selected Placee(s), with such authorities and rights as the Placing Agent has pursuant to its own appointment under Clause 2.2.
- 2.8. The Unsubscribed Rights Shares and NQS Unsold Rights Shares will be placed by the Placing Agent to Independent Third Party(ies) on a best effort basis for the benefits of the No Action Shareholders. If all or any of the Unsubscribed Rights Shares and/or NQS Unsold Rights Shares are successfully placed, any premium over the Subscription Price will be distributed to the relevant No Action Shareholders. Any Unsubscribed Rights Shares and/or NQS Unsold Rights Shares remaining after the Placing Period will not be issued by the Company and the size of the Rights Issue will be reduced accordingly.

3. WARRANTIES & UNDERTAKINGS

- 3.1. In consideration of the Placing Agent entering into this Agreement and agreeing to perform its obligations hereunder, the Company hereby warrants and represents to and for the benefit of the Placing Agent as follows:
- (a) the information contained in the recitals to this Agreement is true and accurate and the Company has full power, authority and capacity to allot and issue the Placing Shares under its Memorandum and Articles of Association and the directors of the Company have full power and authority to effect such allotment;
 - (b) all necessary consents and authorisations have been obtained to enable the Placing Shares to be allotted and issued;
 - (c) the Company has full power and authority to enter into and perform this Agreement and it has corporate capacity to enter into and comply with its obligations hereunder and this Agreement has been duly authorised and executed by and constitutes legally binding obligations of the Company;
 - (d) subject to any requirements of the Stock Exchange or SFC, as to which the Company and Placing Agent shall be entitled to satisfy itself that there is lawful authority therefor, none of the parties shall directly or indirectly, make any announcement or communication (other than the Announcement and the Prospectus Documents) in relation to this Agreement or any matter ancillary thereto without the prior written consent of the other party;
 - (e) save as previously disclosed to the public in writing, there is no litigation, arbitration or other legal proceedings in progress or pending against any member of the Group which if decided adversely to the relevant members of the Group) would have or have had a material adverse effect on the financial position of the Group (taken as a whole) or the Company and which is material in the context of the Placing;

- (f) there has been no material adverse change in the financial position of the Company since 30 June 2024;
 - (g) all statements of fact contained in the Announcement and the Prospectus Documents are true and accurate in all material respects and not misleading in the context of the Placing and all statements of opinion, intention or expectation of the directors of the Company in relation to any member of the Group contained therein are truly and honestly held and have been made after due and careful consideration and there is no other fact or matter omitted therefrom the omission of which would make any statement therein misleading or which is otherwise material in the context of the Placing;
 - (h) save as previously disclosed to the public in writing, the Company is not in breach in any material respect in the context of the Placing of any rules, regulations or requirements of the Stock Exchange or any applicable law, decree, judgment, legislation, order, regulation, statute, ordinance, treaty or other legislative measure;
 - (i) the audited consolidated balance sheet and profit and loss account of the Company for the financial year ended on 31 December 2023 and the unaudited consolidated balance sheet and profit and loss account of the Company for the six months ended 30 June 2024:
 - (i) have been prepared on a consistent basis, save as disclosed therein, and in accordance with generally accepted accounting principles, in, and pursuant to the relevant laws of, Hong Kong; and;
 - (ii) show a true and fair view of the state of affairs of the Group as at 31 December 2023 and as at 30 June 2024 and of its results for the period in question;
 - (j) save as previously disclosed to the public in writing, no member of the Group has entered into a material contract or commitment of an unusual or onerous nature which, in the context of the Placing might be material for disclosure except in the ordinary course of business and each such company has carried on its business in the ordinary and usual course;
 - (k) the entire existing issued share capital of the Company is listed on the Stock Exchange and as at the date of this Agreement, the Company is not aware of any circumstances whereby such listing will be suspended, cancelled or revoked on or before Placing Completion;
 - (l) the Placing Shares shall rank pari passu in all respects inter se and with all other Shares then in issue;
 - (m) the Company shall have sufficient authorised but unissued share capital on the Placing Completion Date to issue and allot the Placing Shares.
- 3.2. The Company shall not, and shall procure that no member of the Group shall at any time prior to or on the Long Stop Date, do or omit to do anything which may

cause any of the representations, warranties and undertakings set out in Clause 3.1 to be untrue.

3.3. The Placing Agent represents, warrants and undertakes to the Company that:

- (a) it has the power and authority to enter into and perform this Agreement and that this Agreement has been duly authorised and executed by it and constitutes legally, valid and binding obligations of it and in entering into this Agreement it does not do so in breach of any existing obligation or applicable legislation;
- (b) it shall at all times comply with all rules, regulations and guidelines applicable to the Placing of the Stock Exchange and codes of the SFC in relation to its role as placing agent for the Placing, and, if required, will issue appropriate written confirmation of such fulfillment and compliance; and
- (c) it shall make available and promptly supply, or procure the relevant Placee(s) to make available and promptly supply, all such information to the Stock Exchange and SFC about the Placee(s) as the Stock Exchange or SFC may require for the purpose of or in connection with the Listing Rules and other relevant regulations.

3.4. The foregoing representations, warranties and undertakings shall be deemed to be given as at the date hereof and shall remain in full force and effect notwithstanding the allotment and issue of the Placing Shares to the Placee(s) on the Placing Completion Date as if given or made on such date, with reference in each case to the facts and circumstances then subsisting. Each party hereto hereby undertakes to notify the other parties to the Agreement of any matter or event coming to its attention prior to the Long Stop Date which shows or may show any of the representations, warranties and undertakings to be or to have been untrue, inaccurate or misleading.

4. CONDITIONS PRECEDENT

4.1. The obligations of the Placing Agent and the Company under this Agreement are conditional upon, among other things, the following conditions being fulfilled (or being waived by the Placing Agent in writing, if applicable):

- (a) all necessary consents and approvals to be obtained on the part of each of the Placing Agent and the Company in respect of this Agreement and the transactions contemplated hereunder having been obtained;
- (b) the Listing Committee having granted the approval for the listing of, and the permission to deal in, the Rights Shares, including the Unsubscribed Rights Shares and/or the NQS Unsold Rights Shares;
- (c) none of the representations, warranties or undertakings contained in this Agreement being or having become untrue, inaccurate or misleading in any material respect at any time before the completion, and no fact or

circumstance having arisen and nothing having been done or omitted to be done which would render any of such undertakings, representations or warranties untrue or inaccurate in any material respect if it was repeated as at the time of completion of this Agreement; and

- (d) this Agreement not having been terminated in accordance with the provisions thereof, including provisions regarding the termination events.
- 4.2. The Placing Agent may, in its absolute discretion, waive the fulfilment of all or any or any part of the conditions (other than those set out in paragraphs (a) (b) and (d) above) by notice in writing to the Company.
- 4.3. In the event that the above condition precedents have not been fulfilled or waived on or before the Long Stop Date, all rights, obligations and liabilities of the parties thereunder in relation to the Placing shall cease and determine and none of the parties shall have any claim against the other in respect of the Placing (save for any antecedent breaches thereof).
- 4.4. For the avoidance of doubt, if all the Rights Shares are fully subscribed under the Rights Issue, the Placing will not proceed.

5. PLACING COMPLETION

- 5.1. Subject to the fulfillment of the conditions set out in Clause 4.1, Placing Completion shall take place at the offices of the Placing Agent on or before the Placing Completion Date.
- 5.2. At Placing Completion:
- (a) the Placing Agent shall deliver to the Company a list of the Placee(s), the number of the Placing Shares to be subscribed by each Placee, the names, addresses and denominations (in board lots or otherwise) in which the Placing Shares are to be registered and, where relevant, the CCASS accounts to which Placing Shares are to be credited.
 - (b) the Company shall deliver to the Placing Agent (or such person as it may direct) the original board resolutions (or certified by the director or company secretary of the Company as true copy resolutions) evidencing the approval for the allotment and issue of the Placing Shares;
 - (c) the Placing Agent shall transfer to a bank account designated by the Company, by way or cashier order or cheque in Hong Kong dollars for value to the Company (or by the other method of payment as the parties hereto may agree) an amount equivalent to the aggregate sum of the Placing Shares multiplied by the Placing Price less the amounts deducted by the Placing Agent under Clause 9.1 and 9.2;
 - (d) the Company shall allot and issue to the Placee(s) such number of the Placing Shares subscribed by them and shall procure that the Placee(s) are registered on the branch register of members of the Company in Hong Kong

in respect thereof;

- (e) the Company shall deliver to the Placing Agent the definitive share certificate(s) in the form of jumbo certificate or in such denomination as the Placing Agent may instruct for the Placing Shares issued in the name of the Placee(s) in respect of such number of Placing Shares to be subscribed by them respectively and in accordance with such instructions referred to above or registered in the name of HKSCC Nominees Limited (or as the Placing Agent may otherwise direct); and
- (f) the Placing Agent shall arrange to have the Placing Shares deposited into its CCASS account and distribute the Placing Shares to the Placee(s) according to their respective entitlements thereto.

6. PLACING TERMINATION

6.1. Notwithstanding anything contained in this Agreement, the Placing Agent shall be entitled, without any liability to the Company, by notice in writing to the Company served prior to 4:00 p.m. on Monday, 16 June 2025 (the “**Latest Time for Termination**”), to terminate this Agreement, if, prior to the Latest Time for Termination:

- (a) in the reasonable opinion of the Placing Agent, the success of the Placing would be materially and adversely affected by:
 - (i) the occurrence of any local, national or international event or change (whether or not forming part of a series of events or changes occurring or continuing before, and/or after the date hereof), of a political, military, financial, economic or other nature, or in the nature of any local, national or international outbreak or escalation of hostilities or armed conflict, or affecting local securities markets which may, in the reasonable opinion of the Placing Agent, materially and adversely affect the business or the financial or trading position or prospects of the Group as a whole; or
 - (ii) the introduction of any new regulation or any change in existing law or regulation (or the judicial interpretation thereof) or other occurrence of any nature whatsoever which may in the reasonable opinion of the Placing Agent materially and adversely affect the business or the financial or trading position or prospects of the Group as a whole or is materially adverse in the context of the Placing; or
 - (iii) there occurs or comes into effect the imposition of any moratorium, suspension or material restriction on trading in the Shares (for more than ten (10) consecutive trading days) generally on the Stock Exchange due to exceptional financial circumstances or otherwise; or
 - (iv) any adverse change in the business or in the financial or trading

position of any members of the Group, which in the reasonable opinion of the Placing Agent, is material in the context of the Placing; or

- (b) any material adverse change in market conditions (including, without limitation, a change in fiscal or monetary policy or foreign exchange or currency markets, suspension or restriction of trading in securities, and a change in currency conditions which includes a change in the system under which the value of the Hong Kong currency is pegged with that of the currency of the United States of America) occurs in Hong Kong, the United States of America or the PRC which in the reasonable opinion of the Placing Agent makes it inexpedient or inadvisable to proceed with the Placing; or
- (c) any material breach of any of the representations and warranties by the Company that comes to the knowledge of the Placing Agent, or any event occurs or any matter arises on or after the date of this Agreement and prior to the Latest Time for Termination which, if it had occurred or arisen before the date of this Agreement, would have rendered any of such representations and warranties untrue or incorrect in any material respect, or there has been a material breach by the Company of any other provision of this Agreement.

6.2. Upon the giving of such notice as referred to above by the Placing Agent, all obligations of the Placing Agent under this Agreement shall cease and determine and no party shall have any claim against any other party, save for any prior breaches of this Agreement.

7. THE ANNOUNCEMENT

7.1. The Company hereby authorises to release or cause to be released for publication, as soon as possible upon the execution of this Agreement, copies of the Announcement as required by law or by the Stock Exchange or the SFC.

8. INDEMNITY

8.1. The Company undertakes to indemnify the Placing Agent, against all or any costs, expenses (including reasonable legal fees as they are incurred), fees, claims, actions, liabilities, demands, proceedings or judgments (including, but not limited to, all such losses, costs, charges or expenses suffered or incurred in disputing or defending any proceedings and/or in establishing its rights to be indemnified pursuant to this Clause and/or in seeking advice in relation to any proceedings) brought or established against either of the Placing Agent or by any governmental agency, regulatory body or other person:

- (a) arising out of or in connection with any breach of any of the warranties and representations contained in Clause 3.1, 3.2 or 3.3; or
- (b) which are directly occasioned by or resulting from or are attributable to the performance by the Placing Agent of its obligations under this Agreement and which does not in any such case arise from the negligence, breach of

this Agreement, fraud or willful default of the Placing Agent.

- 8.2. The foregoing indemnity shall remain in full force and effect notwithstanding completion of the Placing.

9. COMMISSION & EXPENSES

- 9.1. Subject to completion of this Agreement, the Company shall, on the Placing Completion Date, pay to the Placing Agent in respect of the Placing, a placing commission, in Hong Kong dollars, 1.0% of the amount which is equal to the Placing Price multiplied by the Unsubscribed Rights Shares and NQS Unsold Rights Shares that have been successfully placed by the Placing Agent pursuant to the terms of this Agreement which the Agent is hereby authorized to deduct from the payment to be made by it to the Company at the Placing Completion pursuant to Clause 5.2.
- 9.2. The Company will be responsible for and pay all costs and expenses (except those stated in this Agreement to be payable by the Placee(s) in connection with the Placing, including but not limited to:
- (a) legal expenses and disbursements payable to the legal advisers of the Company and/or the Placing Agent (if any);
 - (b) the preparation and release of the Announcement and the Prospectus Documents ; and
 - (c) the allotment and issue of all the Placing Shares to be allotted and issued under this Agreement and registration of the subscribers therefor (including capital duty (if any), SFC transaction levy, Stock Exchange trading fees and the fee of the Company's registrars),

which amounts the Placing Agent is hereby authorised to deduct from the payments to be made by it to the Company pursuant to Clause 5.2 as applicable for the purposes of paying on the Company's behalf such costs, charges, fees and expenses PROVIDED THAT the Placing Agent shall seek the consent of the Company before any of such costs, charges, fees and expenses with an amount of exceeding HK\$10,000 in aggregate is to be incurred.

- 9.3. Payment of the amounts referred to in Clause 9.2 shall be made by the Company whether or not the Company's obligations under this Agreement are terminated pursuant to Clause 6 to the extent that the same have been incurred prior to termination or are incurred in consequence of termination.

10. MISCELLANEOUS

- 10.1. Time shall be of the essence of this Agreement.
- 10.2. This Agreement shall be binding on and ensure for the benefit of the successors of each of the parties and shall not be assignable by any party except with consent of all other parties.

- 10.3. This Agreement constitutes the entire agreement between the parties with respect to its subject matter (neither party having relied on any representation or warranty made by the other which is not contained in this Agreement) and no variation of this Agreement shall be effective unless made in writing and signed by all of the parties.
- 10.4. This Agreement supersedes all and any previous agreements, arrangements or understanding between the parties relating to the matters referred to in this Agreement and all such previous agreements, understanding or arrangements (if any) shall cease and determine with effect from the date hereof.
- 10.5. If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect such relevant provision shall to the fullest extent permitted by law be deemed to be deleted from this Agreement and the legality, validity and enforceability of any other provisions of this Agreement shall not be affected or impaired thereby.
- 10.6. This Agreement may be executed in two or more counterparts each of which shall be binding on the parties hereto and shall together constitute one agreement.
- 10.7. All provisions of this Agreement shall so far as they are capable of being performed or observed continue in full force and effect notwithstanding completion of this Agreement except in respect of those matters then already performed.

11. NOTICES

- 11.1. All notices required or permitted to be given hereunder shall be given in writing in English delivered personally or sent by pre-paid registered post or by facsimile to the party due to receive such notice at its address or facsimile number set out herein, or to such other address and/or facsimile number as the relevant party shall have notified to the other parties hereto in accordance with the terms hereof.

Placing Agent

Address: Room 2603A, 26/F, One Harbour Square, 181 Hoi Bun Road,
Kwun Tong, Kowloon
Facsimile no: (852) 3585 3622
Attn: Welkin Ho

Company

Address: Flat E, 15/F., Leahander Centre, 28 Wang Wo Tsai Street,
Tsuen Wan, New Territories, Hong Kong
Facsimile no.: (852) 3188 6690
Attn: Susan Tse

11.2. Time of receipt of notice: Any notice delivered personally shall be deemed to be received when delivered and any notice sent by pre-paid registered post shall be deemed (in the absence of evidence of earlier receipt) to be received 2 days after posting and in proving the time of dispatch it shall be sufficient to show that the envelope containing such notice was properly addressed, stamped and posted. Any notice sent by facsimile shall be deemed to have been received upon production of a transmission report by the machine from which the facsimile was sent which indicates that the facsimile was sent in its entirety to the facsimile number of the recipient and provided that a hard copy of the notice so served by facsimile was posted or delivered by hand on the same day as the notice was served by facsimile or on the immediately subsequent day. Any notice received or deemed to be received on a Saturday, Sunday or public holiday in Hong Kong shall be deemed to have been received on the next Business Day.

12. GOVERNING LAW & JURISDICTION

12.1. This Agreement shall be governed by and construed in accordance with Hong Kong law and each of the parties hereto irrevocably submits to the non-exclusive jurisdiction of the courts of Hong Kong and agrees that any proceedings arising hereunder may be served on it at its address shown in this Agreement.

[Execution page follows]

IN WITNESS whereof this Agreement has been entered into the day and year first above written.

EXECUTION PAGE

SIGNED by

for and on behalf of
**Volcano Spring International
Holdings Limited**

in the presence of:-

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EXECUTION PAGE

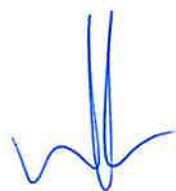
SIGNED by Ho WAL KIN)

for and on behalf of)

Imperium International)

Securities Limited)

in the presence of:-)



Chiu Yan Chun Jackie. 