DATE: 27 January 2025

Ms. PHAN LE DIEM TRANG
(as Vendor A)

and

Mr. NAMKUNG CHUL WOONG
(as Vendor B)

and

GLOUCESTER CO., LTD.
(as Vendor C)

and

YEE CHAIN INTERNATIONAL CO., LTD.
(as Vendor D)

and

KAM FUNG (HONG KONG) GARMENT COMPANY LIMITED
(as the Purchaser)

and

KOREA TEXTILE & DYEING SUPPORT SERVICES JOINT STOCK COMPANY
(as the Target Company)

SHARE SALE AND PURCHASE AGREEMENT
No. 250127
Re
100% SALE SHARES IN
KOREA TEXTILE & DYEING SUPPORT SERVICES JOINT STOCK COMPANY

TABLE OF CONTENTS

This **SHARE SALE AND PURCHASE AGREEMENT** (the "**Agreement**") is entered into on 27 January 2025 among:

(1) **Ms. PHAN LE DIEM TRANG**, holder of Vietnamese identity card number 079171035791, of No. 468/5 Nguyen Tri Phương, Ward 9, District 10, Ho Chi Minh City, Vietnam (the "**Vendor A**");

(2) **Mr. NAMKUNG CHUL WOONG**, holder of South Korean passport number M09452361, of Samsung Villa 403, 299-180(14/8) Sangdo dong, Dong Jak gu, Seoul, Korea (the "**Vendor B**");

(3) **GLOUCESTER CO., LTD.**, a company incorporated in Samoa, with the incorporation certificate number 33117, whose registered office is at Equity Trust, Chambers, P.O.Box 3269, Apia, Samoa (the "**Vendor C**");

(4) **YEE CHAIN INTERNATIONAL CO., LTD.**, a company incorporated in Taiwan, China, with the incorporation certificate number 16247577, whose registered office is at 2F., No. 34, Wuquan 5th Rd., Wugu Dist., New Taipei City 248, Taiwan R.O.C (the "**Vendor D**", together with Vendor A, Vendor B and Vendor C, the "**Vendors**" and each a "**Vendor**");

(5) **KAM FUNG (HONG KONG) GARMENT COMPANY LIMITED,** a company incorporated in Hong Kong, with the incorporation certificate number 76589628, whose registered office is at Unit A, 23/F, TML Tower, 3 Hoi Shing Road, Tsuen Wan, Hong Kong (the "**Purchaser**"); and

UNDER THE WITNESS AND WITH THE PERFORMANCE GUARANTEE OF:

(6) **KOREA TEXTILE & DYEING SUPPORT SERVICES JOINT STOCK COMPANY,** a company incorporated in Vietnam, with the incorporation certificate number 3603304116, whose registered office is at Nhon Trach 6A Industrial Zone, Nhon Trach 6 Industrial Zone, Long Tho Commune, Nhon Trach District, Dong Nai province, Vietnam (the "**Target Company**").

(Each of the Vendor, the Purchaser and the Target Company shall be individually referred as a "**Party**" and collectively as the "**Parties**").

RECITALS

(A) The Vendors are the shareholders of the Target Company with the detailed information mentioned in Annex 1 attached hereof and are collectively holding and owning the issued and fully paid-up shares accounting for 100% of Authorized Capital (as defined below) of the Target Company (the "**Sale Shares**") with the detailed information mentioned in Annex 2; and

(B) The Vendors wish to sell and the Purchaser wishes to acquire from the Vendors the entirety of the issued and fully paid-up Sale Shares, in accordance with the terms and conditions of this Agreement.

IT IS AGREED BY THE PARTIES AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1. Definitions

In this agreement, unless the context otherwise requires:

"1st Amended ERC"	a new ERC recording the (i) the Purchaser is the sole owner of the Target Company, and (ii) the transformation of the enterprise form from a joint stock company to a one-member limited liability company, and other updated information (if applicable).
"1st Amended IRC"	a new IRC recording the (i) the Purchaser is the sole owner of the Target Company, and (ii) the transformation of the enterprise form from a joint stock company to a one-member limited liability company, and other updated information (if applicable).
"2nd Amended ERC"	a new ERC recording the capital increase equivalent to the amount of Settlement Amount.
"2nd Amended IRC"	a new IRC recording the capital increase equivalent to the amount of Settlement Amount.
"Accounts Date"	31 December 2023, being the date on which the Audited Accounts have been prepared.
"Affected Party"	has the meaning as given to it in Clause 10.1.
"Affiliate"	means, with respect to a party, any other person controlling or controlled by, or under common control with, such party.
"Audited Accounts"	the audited balance sheet, as at the Accounts Date, and audited profit and loss account of the Target Company for the period from 1 January 2022 and ended on the Accounts Date, including the directors' report thereon (if any) and the notes thereto, copies of all of which have been initialled by the Parties hereto for the purpose of identification.
"Authority"	the Department of Planning and Investment of Dong Nai Province, Dong Nai Industrial Zones Authority; or any other governmental, regulatory, or administrative body, agency, subdivision, or authority, any court of judicial authority, any public, private, or industry regulatory authority, whether national, local, or otherwise of Vietnam, or any person lawfully empowered by any of the foregoing

	to enforce or seek compliance with any applicable law.
"Authorized Capital"	means the Authorized Capital of VND 96,962,150,000 (Ninety-six billion, nine hundred sixty-two million, one hundred fifty thousand Vietnamese Dongs) of the Target Company.
"Business Days"	a day (other than a Saturday, a Sunday or a public holiday) on which licensed banks are generally open for business in Hong Kong and Vietnam throughout their normal business hours.
"Completion"	means the completion of the Transaction as set out in Clause 6.
"Completion Date"	means the date on which the Transaction is completed in accordance with Clause 6.
"Conditions Precedent"	has the meaning given to it in Clause 4.1.
"Confidential Information"	has the meaning given to it in Clause 8.1.
"Consideration"	all amounts payable by the Purchaser, including the Purchase Price and Settlement Amount as specified in Clause 3.
"Civil Code 2015"	means the Civil Code adopted by the National Assembly of Vietnam on 24 November 2015.
"Debts"	the debts equivalent to USD 6,407,597 owed by the Target Company to the Vendors and related parties, which shall be settled by the Target Company after the Purchaser takes over the Target Company, as detailed in Annex 3.
"DICA"	the direct investment capital account of the Target Company with the following account information: Beneficiary: KOREA TEXTILE & DYEING SUPPORT SERVICES JOINT STOCK COMPANY Account number: (USD) 6530003756 / (VND) 6530407284 Swift code: BIDVVNVX Bank: Joint Stock Commercial Bank for Investment and Development of Vietnam
"Dispute"	has the meaning given to it in Clause 12.2.
"DPI"	means the Department of Planning and Investment of Dong Nai Province.

"Enterprise Law"	means the Law on Enterprises No. 59/2020/QH14 adopted by the National Assembly of Vietnam on 17 June 2020.
"Escrow Account"	an escrow account opened or to be opened with the Escrow Agent under the Escrow Account Agreement.
"Escrow Account Agreement"	an agreement entered into or to be entered into between the Parties and the Escrow Agent to open, manage, and operate the Escrow Account for payment purposes in the Transaction
"Escrow Agent"	Joint Stock Commercial Bank for Investment and Development of Vietnam
"Encumbrance"	any mortgage, charge, pledge, lien (otherwise than arising by statute or operation of law), hypothecation or other encumbrance, priority or security interest, deferred purchase, title retention, leasing, sale-and-purchase, sale-and-leaseback arrangement over or in any property, assets or rights of whatsoever nature or interest of any agreement for any of the same.
"ERC"	an Enterprise Registration Certificate issued to the Target Company by the Authority.
"Force Majeure Event"	means any and all unanticipated and unforeseeable circumstances that are beyond the reasonable control of and un-remediable by the affected Party, including, without limitations, acts of God, changes in laws, regulations, and governmental policies, administrative measures, orders, directives, guidance or explanations, action or inaction of any governmental agencies or dispute settlement bodies that have a materially adverse effect on the ability of the affected Party to perform its obligations under this Agreement. For the avoidance of doubt, any insufficiency, unavailability, or failure to arrange funds or financing, regardless of the cause or origin, shall not constitute a Force Majeure Event under this Agreement and the Party affected by such circumstances shall remain fully obligated to perform its duties and responsibilities as stipulated herein, and such financial issues shall not excuse or delay the performance of any obligations under this Agreement.
"Kam Hing"	Kam Hing International Holdings Limited, a company incorporated in the Cayman Islands and the issued shares of which are listed on the main

	board of the Stock Exchange (stock code: 2307), being the sole ultimate beneficial owner of the Purchaser.
"Hand Over Date"	has the meaning given to it in Clause 5.1(b)(ii).
"Hong Kong"	the Hong Kong Special Administrative Region of the People's Republic of China.
"IRC"	an Investment Registration Certificate issued to the Target Company by the Authority.
"IZ"	has the meaning given to it in Clause 4.1.
"Law" or **"Laws"**	mean any treaty, code, law, order, resolution, ordinance, decree, directive, decision, circular, regulation, official letter, or any interpretation thereof enacted, issued or promulgated by any authority of Vietnam.
"Licenses"	means all required regulatory licenses, permits, legal documents, approvals, and any other required acceptance to complete the Transaction.
"Listing Rules"	Rules Governing the Listing of Securities on the Stock Exchange.
"Long Stop Date"	means the 120th day following the latest of: (i) the Signing Date, (ii) the date of the Escrow Account Agreement, and (iii) the submission date of the application for the 1st Amended ERC. The Long Stop Date may be extended upon mutual agreement of the Parties. For the avoidance of doubt, any delays caused by the Purchaser in preparing, revising, or providing required information and documents shall be excluded from the calculation of the Long Stop Date. In such cases, the Long Stop Date shall be automatically extended by the duration of the delay attributable to the Purchaser.
"Management Accounts"	the unaudited balance sheet of the Target Company as at the Management Accounts Date and the unaudited profit and loss accounts of the Target Company for period from 1 January 2024 to the Management Accounts Date, a copy of which has been signed by the Parties hereto for the purpose of identification.
"Management Accounts Date"	30 November 2024.

"**Memorandum**"	the memorandum of understanding setting forth the preliminary terms with respect to the Transaction dated December 27, 2024.
"**Non-Affected Party**"	has the meaning as given to it in Clause 10.1.
"**Properties**" or "**Owned Properties**"	the interests in lands and premises owned or leased by the Target Company as at the Signing Date, further details of which have been particularised in Annex 4.
"**Person**"	means any individual, firm, corporation, Target Company, voluntary association, partnership, joint venture, trust company, unincorporated organization, governmental entity, committee, department, authority, or body, incorporated or unincorporated, whether being a distinct legal person or not.
"**Purchase Price**"	the purchase price of the Sale Shares as specified in Clause 3.1(a) hereof.
"**Purchaser's Warranties**"	the representations, undertakings and warranties set out in Part B of Annex 5 and all other representations, undertakings and warranties provided by the Purchaser under this Agreement
"**Representatives**"	means, in relation to a party, its respective directors, officers, employees, agents, consultants and advisers.
"**Sale Shares**"	has the meaning as given to it in Recital (A) with details described in Annex 2.
"**Settlement Amount**"	means an amount of USD 6,407,597 as stated in Clause 3.1(b) contributed by the Purchaser to settle the Debts to the Vendors and related parties, as detailed in Annex 3.
"**Short-form Agreement**"	has the meaning as given to it in Clause 13.9.
"**Signing Date**"	means the date of this Agreement.
"**Stock Exchange**"	The Stock Exchange of Hong Kong Limited.
"**Tax(es)**"	includes any import duty, special consumption tax, property tax, value added tax, property transfer tax, capital gain tax, corporate income tax and personal income taxes and any duty, charge of tax nature, and any social security or social fund contributions

required by the Laws of Vietnam, arising before or on the Completion Date.

"Termination" has the meaning as given to it in Clause 9.1.

"Transaction" the sale and purchase of the Sale Shares and the settlement of the Debts in accordance with the terms and conditions of this Agreement and the Escrow Account Agreement.

"Transaction Documents" means:

(a) this Agreement;
(b) the Escrow Account Agreement; and
(c) other documents that the Parties agree to be a Transaction Document.

"Transaction Steps" has the meaning defined in Clause 5.1.

"USD" the United States of America dollars.

"VAS" means Vietnamese Accounting System.

"Vendors' Accounts" means the bank accounts of the Vendors as described in Clause 3.5.

"Vendors' Warranties" the representations, undertakings and warranties set out in Part A of Annex 5 and all other representations, undertakings and warranties provided by the Vendors under this Agreement

"VIAC" has the meaning defined in Clause 12.2.

"VIAC Rules" has the meaning defined in Clause 12.2.

"VND" the Vietnamese dong.

1.2. Interpretation

In this Agreement, unless the context requires otherwise:

(a) every reference to a particular Law shall be construed to all such Law as amended or replaced;

(b) references to Clause, Annexes are references to clause and annexes to this Agreement;

(c) references to the singular shall include the plural and vice versa;

(d) references to a "Party" means a party to this Agreement and its successors and permitted assignees;

(e) references to a "company" includes any company, corporation, or other body corporate wherever and however incorporated or established;

(f) the words "hereof", "herein", "hereto", "hereby" and "hereunder" shall refer to this Agreement as a whole and not to any particular provision of this Agreement; and

(g) the words "include" and "including" shall be construed without limitation of the contents provided thereof.

1.3. The headings and sub-headings in this Agreement are inserted for convenience only and shall not affect the construction of this Agreement.

1.4. References to this Agreement include this Agreement as amended or varied in accordance with its terms.

2. TRANSACTION

2.1 Subject to the terms and conditions of this Agreement and the Escrow Account Agreement, the Vendors shall as beneficial owners sell to the Purchaser the fully paid-up Sale Shares, free from all Encumbrances, and with all full and unrestricted rights and interests attached or accruing to them including all dividends and distributions declared, made or paid after the date of this Agreement, any rights and interests attached to share premium, and the Purchaser shall pay the Vendors the Consideration, comprising of the Purchase Price equivalent to the Authorized Capital and the Settlement Amount equivalent to the amount of the Debts to settle the Debts, to purchase such Sale Shares from the Vendors in the proportional percentage set out in Annex 2 hereof.

2.2 For avoidance of doubt, the Purchaser shall not inherit and hold any obligation which may be risen out of or in connection with the Sale Shares between the Vendors and other third parties prior to the Hand Over Date unless the obligations to procure the settlement of the Debts in accordance with the terms and conditions of this Agreement.. By acquisition of the Sale Shares by payment of Consideration, the Purchaser, through ownership of the Sale Shares, will also own the entire Target Company, including but not limited to factories, land, land-attached assets, machinery, properties, equipment, inventory, licenses, permits, certificates and ongoing contracts and transactions with partners, suppliers and customers. This comprehensive transfer of ownership ensures that the Purchaser has full control over all tangible and intangible assets, as well as the business operations of the Target Company.

2.3 The Transaction will be executed in accordance with the Transaction Steps set out in Clause 5 hereof.

3. CONSIDERATION

3.1 As consideration for the Transaction, the Purchaser shall pay to the Vendors an amount of USD 10,755,491 (ten million seven hundred fifty-five thousand four hundred ninety one U.S. dollars), equivalent to VND 267,704,170,990 (two hundred sixty-seven billion seven hundred four million one hundred seventy thousand nine hundred ninety Vietnam Dong) (the "**Consideration**"). In which,

(a) The purchase price of the Sale Shares is: USD 4,347,894, equivalent to VND 108,219,081,660 (one hundred eight billion two hundred nineteen million eighty-one thousand six hundred sixty Vietnam Dong) ("**Purchase Price**"); and

(b) The settlement amount is: USD 6,407,597 , equivalent to VND 159,485,089,330 (one hundred fifty-nine billion four hundred eighty-five million eighty-nine thousand three hundred thirty Vietnam Dong) ("**Settlement Amount**").

3.2 Payments of the Consideration:

The Consideration shall be paid in installments with each payment installment payable upon the fulfillment of the corresponding conditions precedent, without regard to the sequential order of their listing or the timeline of their occurrence, and as stipulated as follows:

(a) **Installment 1**: the Deposit under the Memorandum as to **USD 500,000,** equivalent to VND 12,445,000,000 (twelve billion four hundred forty-five million Vietnam Dong), has been fully paid by the Purchaser and shall be automatically converted to Installment 1 on the Signing Date.

(b) **Installment 2**: as to **USD 1,500,000,** equivalent to VND 37,335,000,000 (thirty-seven billion three hundred thirty-five million Vietnam Dong), shall be paid by the Purchaser to the Vendors within three (03) Business Days following the satisfaction of the Conditions Precedent set out in Clause 4.1.(a) to (d).

(c) **Installment 3**: as to **USD 2,347,894 ,** equivalent to VND 58,439,081,660 (fifty-eight billion four hundred thirty-nine million eighty – one six hundred sixty Vietnam Dong), shall be paid by the Purchaser to the Vendors within three (03) Business Days following the satisfaction of the Conditions Precedent set out in Clause 4.1 (e) to (f).

(d) **Installment 4**: the Settlement Amount as to **USD 6,407,597 ,** equivalent to VND 159,485,089,330 (one hundred fifty-nine billion four hundred eighty-five million eighty-nine thousand three hundred thirty Vietnam Dong), shall be paid by the Purchaser to the Vendors, or the Target Company as the case may be, as follows:

   (i) within five (05) Business Days from the date of signing the Escrow Account Agreement and this Agreement, and completing the opening of the Escrow Account, for the purpose of capital increase of the Target Company, the Purchaser shall transfer the Settlement Amount into the Escrow Account;

   (ii) within five (05) Business Days from the date the 2nd Amended ERC is issued, the parties must provide all necessary documents under the Escrow Agreement for the Escrow Agent to proceed with the procedures so that the Settlement Amount shall be transferred from the Escrow Account to the DICA of the Target Company, and then be transferred immediately into the bank account of each Vendor and related parties to settle the Debts, as detailed in Annex 3.; and

   (iii) the Settlement Amount will be held on DICA to settle the outstanding Debts.

3.3 The Consideration shall be paid by wire transfer by the Purchaser, and the Target Company as the case may be, to the Vendors' Accounts, or DICA as the case may be, in the proportion as detailed in Annex 2 of this Agreement and as follows:

(a) **For the Installment 2 and Installment 3**:

(i) Any amount made by the Purchaser to the Vendor A and Vendor B shall be paid by bank transfer into the Target Company's DICA whose receipt shall be deemed received by the Vendor A and Vendor B; and then such amount after deducting the income tax payable by all Vendors for withholding by the Target Company pursuant to Clause 3.6(c) shall be transferred from the Target Company's DICA account via bank transfer to the bank accounts titled in the name of the Vendor A and Vendor B respectively as stated in the Clause 3.5 below.

(ii) Any amount made by the Purchaser to the Vendor C and Vendor D shall be directly paid by bank transfer into the bank accounts titled in the name of the Vendor C and Vendor D respectively as stated in the Clause 3.5 below.

3.4 The payments by the Purchaser and the receipts by the Vendors of the Consideration shall be evidenced by the confirmation of credit into the Vendors' Accounts or DICA as the case may be. The Parties agree that the bank fees relating to the bank transfer of the Sale Shares shall be borne respectively by the Parties as follows:

(a) the Purchaser will bear all bank transfer fees and other bank charges for the remittance of the Consideration from its bank account to the Vendors' Account or DICA as the case may be; and

(b) the Vendors will bear all bank transfer fees and other bank charges for the bank transfer of the Consideration from DICA to the Vendors' Account as the case may be. The Target Company shall have the right to deduct for the aforesaid bank fees without notifying the Vendors in advance.

3.5 The details of the Vendors' bank accounts are as follows (the "**Vendors' Accounts**") and may be adjusted from time to time provided that the Vendors send notification on such adjustment to the Purchaser in accordance with provisions of this Agreement three (03) Business Days before the due date for payment:

(a) Bank account of Vendor A

Beneficiary:	PHAN LE DIEM TRANG
Account number:	(VND) 6530582349
Bank:	Joint Stock Commercial Bank For Investment And Development Of Vietnam

(b) Bank account of Vendor B

Beneficiary:	NAMKUNG CHUL WOONG
Account number:	(VND) 6530634727
Bank:	Joint Stock Commercial Bank for Investment and Development of Vietnam

(c) Bank account of Vendor C

Beneficiary:	GLOUCESTER CO., LTD
Account number:	(USD) 20458865803
Swift code:	ICBCTWTP204
Bank:	Mega International Commercial Bank Co., Ltd Central Taichung Branch

(d) Bank account of Vendor D

Beneficiary:	YEE CHAIN INTERNATIONAl CO., LTD.
Account number:	(USD) 79001010923
Swift code:	BKTWTWTP079
Bank:	Bank of Taiwan Liming Branch

3.6 Tax and fees

(a) Each Party shall bear its own tax obligations in accordance with the laws of Vietnam, fees, costs, and expenses (including legal fees) incurred in connection with the preparation, negotiation, execution and performance of this Agreement and other Transaction Documents to carry out and complete this Transaction.

(b) The Consideration is inclusive of all taxes and official fees to be imposed on the Vendors for the Transaction.

(c) The Parties have agreed that, in order to ensure the Vendors' compliance with their obligation to declare and pay income tax arising from this Transaction in accordance with the Laws, the Target Company will handle the tax declaration and payment on behalf of all Vendors by using the amount made by the Purchaser to the Vendor A and Vendor B pursuant to Clause 3.3(a)(i). Accordingly, the Target Company shall withhold such tax payable to all Vendors.

(d) For the evidence of fulfilling tax obligations, the Vendors/Target Company shall hand over to the Purchaser on the Hand Over Date a copy of the documents proving that their tax obligations have been completed as stipulated in Annex 6.

3.7 The USD to VND exchange rate shall be determined in accordance with Bank's regulations at the time of transfer execution.

4. CONDITIONS PRECEDENT

4.1 The completion (the "**Completion**") of the Transaction will be subject to the satisfaction of the conditions precedent below ("**Conditions Precedent**"), unless being waived in writing by the Purchaser:

(a) The Purchaser has received a written letter of approval to allow the Purchaser to purchase the Sale Shares issued by the Authority.

(b) The Purchaser has received the 1st Amended ERC.

(c) The document, endorsed by Nhon Trach 6A Industrial Zone - Dong Nai ("**IZ**"), certifies the capacity to supply 6,000m³ per day of water and to discharge 5,000m³ per day of wastewater.

For the avoidance of doubt, the IZ confirms its maximum capacity with respect to water supply and wastewater treatment.

(d) All land and land-attached assets currently under mortgage at the bank have been fully released, and the release status has already been duly updated on the Land Use Right Certificate No. CK 725700 issued by the Dong Nai Province Department of Natural Resources and Environment on 11 January 2018.

(e) The Purchaser has received the 1st Amended IRC.

(f) The Target Company has withheld income tax payable to all Vendors arising from this Transaction in accordance with the Laws.

(g) All necessary consents, approvals, authorizations and licenses (including the approval by the shareholders of Kam Hing in respect of this Agreement (as required to be obtained under the Listing Rules) in relation to the transactions contemplated under this Agreement have been obtained.

(h) All the Vendors' Warranties remaining true, accurate and correct in all respects and all the undertakings under this Agreement having been complied with by the Vendors, excluding any accidental or common errors that result in financial or asset losses to the Target Company, provided such losses do not exceed VND 1,200,000,000 in value.

(i) The Vendors have handed over to the Purchaser all originals or copies as agreed by the Parties of the documents concerning the Target Company as set out in Clause 5.1.(b)(ii) and Annex 6.

(j) 2nd Amended ERC and 2nd Amended IRC have been issued by the Authority.

(k) The Vendors have received in full the Purchase Price.

(l) The Vendors and related parties, have received in full the Settlement Amount to settle the Debts.

4.2 The Conditions Precedent hereof shall be deemed as satisfied when the Purchaser receives the notice (to be sent by the Vendors to the Purchaser in accordance with Clause 11) with evidence showing satisfaction from the Vendors. For avoidance of doubt, the Vendors shall give such notice, along with such evidence to the Purchaser promptly within three (03) Business Days following the satisfaction or waiver of the Conditions Precedent.

4.3 If any of the conditions set out in Clause 4.1 has not been satisfied or, as the case may be, waived by the Purchaser at or before the Long Stop Date or such later date as the Purchaser may agree, this Agreement shall cease and determine (save and except this Clause 4.3 and Clauses [8, 9, 11, 12, 13.5, 13.6, 13.8, and 13.11] shall continue to have full force and effect) in which event the Vendors shall return all amounts received from the Purchaser (including the Installment 4 (where it has been transferred to the Escrow Account)) within five (05) Business Days of the termination of this Agreement and completion of Clause 9.8. and neither Party hereto shall have any obligations and liabilities thereunder save for any antecedent breaches of the terms hereof . The Parties undertake to cooperate in good faith to ensure the timely and effective restoration of the Target Company's records, licenses, and permits to their original state prior to the Transaction as prescribed under Clause 9.8.

5. TRANSACTION STEPS

5.1 **Transaction Steps:** Unless otherwise agreed in writing, the Parties shall complete the Transaction in accordance with the following key steps (the "**Transaction Steps**"):

(a) Step 1: Acquisition of 100% of the Sale Shares.

After the Signing Date, the Parties shall carry out the works below for the Purchaser to acquire 100% of the Sale Shares and become the sole owner of the Target Company:

(i) signing the Escrow Account Agreement within five (05) Business Days from the Signing Date;

(ii) the Target Company shall submit the amendment application of the current ERC and IRC within seven (07) Business Days from the Signing Date to recognise that (i) the Purchaser is the sole owner of the Target Company, and (ii) the transformation of the enterprise form from a joint stock company to a one-member limited liability company, and other updated information (if applicable) to grant the 1st Amended ERC and 1st Amended IRC;

(iii) Upon payment of the Installment 2, the Purchaser shall have the right to assign the personnel to the Target Company to conduct inventory checking of machinery, equipment, factories, land, land-attached assets, properties. The Target Company agrees to cooperate fully with the Purchaser's assigned personnel to ensure that all tasks are completed efficiently, facilitating a smooth and effective handover of the Target Company. For avoidance of doubt, the Purchaser's personnel shall perform the work under the reasonable supervision and consent of the Vendors, and all management, operation and decision-making rights with respect to the Target Company will be transferred to the Purchaser upon the Hand Over Date.

(b) Step 2: Capital increase to settle the Debts

After the Signing Date, the Parties shall carry out the works below for the Purchaser to additionally contribute capital into the Target Company with an amount equal to the Settlement Amount to settle the Debts for the Vendors and related parties, as detailed in Annex 3:

(i) within five (05) Business Days from the payment date of the Installment 3 and provided that the Settlement Amount has been transferred into the Escrow Account in accordance with this Agreement and the Escrow Account Agreement, the Purchaser shall complete all necessary documentation in compliance with applicable laws to facilitate the capital increase procedures, and the Vendors and Target Company shall be responsible for drafting, preparing the application dossiers and submitting the documents to recognize the capital increase equivalent to the amount of Settlement Amount, to grant the 2nd Amended ERC and 2nd Amended IRC; and

(ii) within five (05) Business Days from the completion date of the Clause 5.1.(b)(i), carrying out the handover of the following ("**Hand Over Date**"):

- all property, assets of the Target Company (including but not limited to factories, land, land-attached assets, properties, machinery, equipment, inventory);

- employees currently working at the time of Hand Over Date for the Target Company;

- the documents specified in Annex 6;

- if so required by the Purchaser, cause such persons, whose names and all other requisite details shall have been provided in writing to the Vendors prior to the Hand Over Date, as the Purchaser may nominate to be validly appointed (by procuring the necessary resolutions of the Board Management to be duly passed by the Hand Over Date approving the same) as members of the Board Management and legal representative of the Target Company, with effect from Hand Over Date; and

- procure the amendment of signatories and bank mandates in such manner as the Purchaser may require for all accounts maintained by the Target Company with banks and financial institutions.

The Vendors and the Target Company commits to ensuring that the handover is conducted in an orderly and timely manner to facilitate a smooth transition in the best interests of all Parties involved.

For avoidance of doubt, the completion date of Clause 5.1.(b)(i) shall be the first Business Day on which the following tasks are completed:

- The Installment 3 will have been received by the Vendors;

- The Settlement Amount will have been transferred into the Escrow Account in accordance with this Agreement and the Escrow Account Agreement; and

- The Purchaser shall complete all necessary documentation in compliance with applicable laws to facilitate capital increase procedures.

(iii) within five (05) Business Days from the date the 2nd Amended ERC is issued the Settlement Amount shall be effected in accordance with the provisions of Clause 3.2.(d)(ii) and the Escrow Account Agreement.

(c) Completion: The Parties shall cause the Completion according to Clause 6.

5.2 For Clause 5.1 and implementation of other works under this Agreement, within three (03) Business Days from the Signing Date, the Purchaser shall provide the Vendors and the Target Company with sufficient information and documents to draft and prepare the relevant applications. The Target Company shall be responsible for filing such applications and receiving the results, and shall immediately notify the Vendors and the Purchaser of the progress of the application review by the Authority. For the avoidance of doubt, to obtain the stated water supply and wastewater treatment volumes under Clause 4.1(c), the Purchaser and the Target Company must complete the necessary procedures with the IZ and the relevant Authority.

5.3 For the purpose of completing the above-mentioned Transaction Steps, the Parties shall use their best efforts to:

(a) sign any other documents as may be reasonably necessary or required to implement the Transaction Steps; and

(b) notify each other Party in a timely manner of any matter which could adversely affect the implementation of the Transaction Steps.

5.4. The Vendors agrees to cooperate in providing without delay all information and documents required by the Purchaser for the Purchaser's preparation of all circulars, reports, documents, independent advice or otherwise as requested by the Listing Rules, other applicable rules, codes and regulations, the Stock Exchange and other relevant regulatory authorities.

5.5. For the avoidance of doubt, the Transaction Steps may not be the only works and procedures required to be carried out by the Parties for the Completion. Subject to the actual situation and at the mutual agreement of the Parties, the Transaction Steps may not be conducted and completed in the same order as described in Clause 5.1 and/or may be changed according to the actual performance of the Transaction and the relevant Laws.

5.6. Notwithstanding anything to the contrary contained herein, the steps, procedures in relation to the investment and business registration may be changed in accordance with any amendment of, addition to or guidance of the relevant Laws. The Vendors shall identify such changes and notify the Purchaser of such changes for the Purchaser's confirmation (*which shall not be unreasonably withheld or delayed for more than 5 (five) Business Days*) for execution accordingly.

6. COMPLETION

The completion date shall be the first Business Day after the last Condition Precedent set out in Clause 4.1 above is fulfilled (the "**Completion Date**")..

7. WARRANTIES AND OBLIGATIONS

7.1 Warranties

(a) The Vendors represent and warrant to other Parties that each Vendors' Warranty as set out in Part A of Annex 5 is true and correct and not misleading in all respects as of the Signing Date and will continue to be so up to and including the Hand Over Date. Each of the Vendors' Warranties is without prejudice to any other Vendors' Warranty and, except where expressly or otherwise stated, no provision in any Vendors' Warranty shall govern or limit the extent or application of any other provision in any Vendors' Warranty.

(b) The Purchaser represents and warrants to other Parties that each Purchaser's Warranty as set out in Part B of Annex 5 is true and correct as of the Signing Date and will continue to be so up to and including the Completion Date. Each of the Purchaser's Warranties is without prejudice to any other Purchaser's Warranty and, except where expressly or otherwise stated, no provision in any Purchaser's Warranty shall govern or limit the extent or application of any other provision in any Purchaser's Warranty.

(c) If it shall be found at any time within [18 months] after Hand Over Date that any of the Vendors' Warranties is not true, correct and accurate or is not as represented, warranted or undertaken as of the Signing Date and as of the Hand Over Date and this results in either (i) the Target Company being obligated to pay a financial amount as required by a document issued by a competent governmental and/or regulatory authority; or (ii) the Vendors being obligated to pay a financial amount as required by an arbitral award or a court judgment or order in the event that, including without limitation, (A) the value of some assets of the Target Company, including any asset stated in the Management Accounts, being less than its value would have been had there been no such breach or the matter warranted were as warranted; or (B) the amount of a liability of the Target Company being higher than its amount would have been had there been no such breach or the matter warranted were as warranted; or (C) the Target Company having incurred or being under any liability which would not have been incurred if such matter were as represented or warranted or the relevant undertaking were performed. Then, without prejudice to any other provisions of this Agreement, the Vendors shall indemnify the Purchaser on demand on a full indemnity basis, and holds it harmless from and against all liabilities, damages, costs, claims, and all expenses which the Purchaser may sustain, suffer, or incur as a result of any of the foregoing and the Vendors shall pay to the Purchaser on demand the full amount of any such loss as aforesaid in immediately available funds.

(d) Vendors' Warranties shall survive [18 months] after the Hand Over Date and the rights and remedies of the Purchaser in respect of any breach of the Vendors' Warranties shall not be affected by Completion or by the Purchaser rescinding, or failing to exercise or delaying the exercise of any right or remedy, except a specific and duly authorized written waiver or release and no single or partial exercise of any right or remedy shall preclude any further or other exercise.

(e) The Purchaser shall be entitled to take action both before and after Completion in respect of any breach or non-fulfillment of any of the Vendors' Warranties and Completion shall not in any way constitute a waiver of any right of the Purchaser.

7.2 Obligations

During the period from the Signing Date to the Completion Date, the Purchaser and the Vendors shall comply with and shall procure that the Target Company complies with the obligations as set out in Annex 7.

7.3 Tax indemnity

Each of the Vendors hereby covenants with and undertakes to indemnify to the Purchaser, forthwith upon a demand being made by the Purchaser, a sum equal to the amount of any Tax liability of the Target Company resulting from or by reference to any income, profits or gains of the Vendors earned accrued or received on or before Hand Over Date whether alone or in conjunction with other circumstances. This tax liability shall be determined by the Tax Authority. In such a case, the Purchaser agrees and commits to use all reasonable endeavours in cooperating with the Vendors to work with the Tax Authority to minimize the payable tax amount by the Target Company to the greatest extent possible

8. CONFIDENTIALITY AND ANNOUNCEMENTS

8.1 Subject to Clause 8.4, each Party shall treat as strictly confidential:

(a) the Transaction Documents;

(b) in the case of the Vendors, any information relating to the Purchaser, the Target Company, or the Transaction; and

(c) in the case of the Purchaser, any information relating to the Vendors, the Target Company, or the Transaction.

(together "**Confidential Information**").

8.2 Each Party shall only use Confidential Information for the purpose of performing its obligations under this Agreement or disclose to its representatives and providers of capital for the Transaction. Each Party shall ensure that the permitted recipients of Confidential Information are subject to similar confidential obligations.

8.3 Subject to Clause 8.4, no Party shall make any public announcement concerning this Agreement without the prior discussion and agreement with the other Party.

8.4 Clauses 8.1 and 8.3 shall not apply in the following case:

(a) disclosure of Confidential Information or announcement is required by Laws or by any Authority, including any disclosure/ announcement required to be made by Kam Hing in compliance with the Listing Rules, the Stock Exchange and other legal and regulatory requirements applicable in Hong Kong;

(b) disclosure of Confidential Information or announcement is required to facilitate any permitted assignment of the whole or any part of the rights or benefits under this Agreement;

(c) disclosure of Confidential Information or announcement is by the Purchaser to the lawyers, advisors, current or potential direct or indirect investors in or funders (or rating agencies) to the Target Company (including to its Affiliates, or to limited partners in, or portfolio companies of funds and/or its Affiliates), in each case together with their directors, officers and advisors; or

(d) the Confidential Information concerned has come into the public domain other than through recipient's fault (or that of its Representatives).

8.5 The provisions of this Clause shall survive termination of this Agreement or the Completion Date, as the case may be.

9. TERMINATION

9.1. This Agreement may be terminated in any of the following circumstances ("**Termination**"):

(a) The Transaction is completed in accordance with the Completion of this Agreement;

(b) Mutually agreed by the Parties; or

(c) Any of the Conditions Precedent set out in Clause 4.1 has not been satisfied by the Long Stop Date pursuant to Clause 4.3;

(d) The Purchaser shall have the right to terminate this Agreement by sending a notice in writing to the other Parties if :

(i) any Vendors' Warranties or any other obligation of the Vendors under this Agreement is breached by the Vendors, resulting in a material financial loss to the Purchaser (except when being waived by the Purchaser or caused by a Force Majeure Event) and are not remedied or an alternative agreement is not reached within a maximum period of 30 (thirty) Business Days from the date on which the Vendors receive the Purchaser's notice of the Vendors' breach, or a longer period as reasonably requested by the Vendors and accepted by the Purchaser; or

(ii) any of the Vendors falls in bankruptcy or dissolution and its successors fail to complete the procedures required to continue the performance of this Agreement within one (01) month from the date the Purchaser have any evidence proving such bankruptcy or dissolution.

(e) The Vendors shall have the right to terminate this Agreement by sending a notice in writing to the other Parties if:

(i) any Purchaser's Warranties or any other obligation of the Purchaser under this Agreement is breached by the Purchaser, resulting in a material financial loss to the Vendors (except when being waived by the Vendors or caused by a Force Majeure Event) and are not remedied or an alternative agreement is not reached within a maximum period of thirty (30) Business Days from the date on which the Purchaser receives the Vendors' notice of the Purchaser's breach, or a longer period as reasonably requested by the Purchaser and accepted by the Vendors; or

(ii) the Purchaser falls in bankruptcy or dissolution and its successors fail to complete the procedures required to continue the performance of this Agreement within one (01) month from the date the Vendors have any evidence proving such bankruptcy or dissolution.

(f) Either the Vendors or the Purchaser shall have the right to terminate this Agreement by sending a notice in writing to the other Parties if upon the occurrence of a Force

Majeure Event as stipulated under Clause 10 hereof. None of the Parties shall be considered in breach of this Agreement, to the extent that performance of their respective obligations is prevented by a Force Majeure Event that arises after the Signing Date.

In this case, all costs, expenses, losses or damages incurred or suffered by a Party shall be borne by such Party alone.

9.2 The termination under paragraph (d), (e), and (f) of Clause 9.1 above shall take effect on the third Business Days from the date of notice by the terminating Party to the other Parties. The termination under paragraph (b) above shall take effect on the date agreed by the Parties.

9.3 The Party found to be at fault for causing the termination of this Agreement under paragraphs (d) and (e) of Clause 9.1 shall be liable to pay a penalty equivalent to 8% of the Consideration to the affected party, and the Vendors shall refund all amounts they have received from the Purchaser (including the Installment 4 (where it has been transferred to the Escrow Account)) after deducting any penalties (if any) and completion of Clause 9.8, without interest and further;

9.4 If as confirmed by the Parties the Purchaser fails to promptly complete the required procedures under this Agreement and the Escrow Account Agreement to release the Settlement Amount from the Escrow Account and DICA, the Purchaser shall be liable to pay additional late payment interest at a rate of 20% per annum on the total Settlement Amount. This interest shall be calculated based on the duration of the delay in completing the necessary procedures to release the Settlement Amount as stipulated in this Agreement and the Escrow Account Agreement.

9.5 If the Purchaser unilaterally terminate the Agreement in breach of Clause 9.1, the Purchaser shall forfeit all payments made and shall be obligated to cooperate in completing the requirements under Clause 9.8 within 30 days from the date of termination.

If the Vendors unilaterally terminate the agreement in breach of Clause 9.1, the Vendors shall refund the full amount paid by the Purchaser (including the Installment 4 (where it has been transferred to the Escrow Account)) and pay an additional amount equal to the amount already paid by the Purchaser, within 30 days from the date of the termination notice.

9.6 In the event that this Agreement is terminated and the Installment 4 shall be returned to the Purchaser pursuant to this Clause 9, the Vendors undertake to notify the Escrow Agent that the Parties will no longer proceed with the sale and purchase of the Sale Shares as per this Agreement and instruct the Escrow Agent to return the Installment 4 to the Purchaser in accordance with the Escrow Account Agreement.

9.7 Upon termination, this Agreement shall be of no further force or effect except that this Clause 9 and Clauses [4.3, 8, 11, 12, 13.5, 13.6, 13.8 and 13.11] shall survive. Nothing in this Clause shall affect the Parties' right for indemnity in accordance with the Laws against any loss, liability, damage, claim or expense (including legal fees) that has arisen prior to the termination.

9.8 Except for the Termination under Clause 9.1.(a), in the event of Termination occurring after the corporate records, licenses, or permits of the Target Company have been updated to reflect the Purchaser's information, the Parties agree to undertake all necessary procedures to change the owner of the Target Company as recorded therein back to the Vendors. Such procedures shall be completed at the earliest possible time and, in any event, no later than the 30th (thirtieth) Business Day following the date of Termination. Each Party shall cooperate in good faith to ensure the timely and effective restoration of the Target Company's records, licenses, and permits to their original state prior to the Transaction.

10. FORCE MAJEURE EVENTS

10.1 In case either Party is delayed or prevented from the performance of its obligations under this Agreement due to the Force Majeure Event ("**Affected Party**"); the Affected Party must:

(a) send a written notice to the other Party ("**Non-Affected Party**") within fifteen (15) Business Days from the occurrence of the Force Majeure Event with the details of the Force Majeure Event, reasonable evidence of such an event, its impacts on the Affected Party's ability to perform this Agreement and the proposed measures to overcome or remedy the Force Majeure Event;

(b) make all reasonable efforts to minimize the impact of the delay or obstacle to the implementation of its obligations under this Agreement; and

(c) resume the implementation of its obligations as soon as practical after removing off the reason causing such delay or obstacle.

10.2 If upon the occurrence of a Force Majeure Event which cannot be overcome or remedied within 90 (ninety) consecutive days from the receipt date of notice of Force Majeure Event made by the Affected Party, or the Parties cannot reach an agreement so that the Affected Party can continue its performance under this Agreement within 6 (six) months from the occurrence of the Force Majeure Event, either Party may terminate this Agreement by sending a written notice to the other Party.

11. NOTICES

11.1 Each notice, demand or other communication given, made or serve under this Agreement and Transaction Documents shall be in writing and delivered or sent to the relevant party by prepaid postage (by airmail if to another country), or email or personal delivery to its address or email address as set out below (or such other address or email address as the addressee has by five days' prior written notice specified to the other parties):

(a) To Vendor A: **Ms. PHAN LE DIEM TRANG**
Address: No. 468/5 Nguyen Tri Phương, Ward 9, District 10, Ho Chi Minh City, Vietnam
Email: trangyw@yahoo.com; or kevinkuo@tahtong.com.tw; or luatsu.oanhtran@gmail.com
Attention: Ms. Phan Le Diem Trang

(b) To Vendor B: **Mr. NAMKUNG CHUL WOONG**
Address: Samsung Villa 403, 299-180(14/8) Sangdo dong, Dong Jak gu, Seoul, Korea

	Email:	trangyw@yahoo.com; or kevinkuo@tahtong.com.tw; or luatsu.oanhtran@gmail.com
	Attention:	Mr. NamKung Chul Woong
(c) To Vendor C:	**GLOUCESTER CO., LTD.**	
	Address:	Equity Trust, Chambers, P.O.Box 3269, Apia, Samoa
	Email:	ken@tahtong.com.tw; or kevinkuo@tahtong.com.tw; or luatsu.oanhtran@gmail.com
	Attention:	Mr. CHEN, CHIEN CHOAN
(d) To Vendor D:	**YEE CHAIN INTERNATIONAL CO., LTD**	
	Address:	2F., No. 34, Wuquan 5th Rd., Wugu Dist., New Taipei City 248, Taiwan R.O.C
	Email:	johnson@yeechain.com; or jack.su@yeechain.com or kevinkuo@tahtong.com.tw; or luatsu.oanhtran@gmail.com
	Attention:	Mr. LAI, CHING-IN
Agent of the Vendors:	The Vendors hereby irrevocably authorises and nominates **Ms. Phan Le Diem Trang**, with the information recorded hereof (or such other person as it may by notice to all other parties hereto substitute) as their agent to receive notice, demand or other communication under this Agreement and Transaction Documents, and accept service of all arbitral process arising out of or connected with this Agreement. Any delivery and service to the agent (or such substitute) in the manner hereof shall be deemed to be delivered and served to the Vendors.	
(e) To the Purchaser:	**KAM FUNG (HONG KONG) GARMENT COMPANY LIMITED**	
	Address:	Unit A, 23/F, TML Tower, 3 Hoi Shing Road, Tsuen Wan, Hong Kong
	Email:	charles.chang@kamhingintl.com
	Attention:	Mr. Chang Man Kwong, Charles
	Agent:	The Purchaser hereby irrevocably authorises and nominates **Ms. Pham Thi Dong Truc**, with the contact address at 456 – 458 Hai Ba Trung Street, Tan Dinh Ward, District 1, Ho Chi Minh City, Vietnam, email: truc.pham@adk-lawyers.com (or such other person as it may by notice to all other parties hereto substitute) as its agent to receive notice, demand or other communication under this Agreement and Transaction Documents, and accept service of all arbitral process arising out of or connected with this Agreement. Any delivery and service to the agent (or such substitute) in the manner hereof shall be deemed to be delivered and served to the

Purchaser.

(f) To the Target Company:	**KOREA TEXTILE & DYEING SUPPORT SERVICES JOINT STOCK COMPANY**	
	Address:	Nhon Trach 6A Industrial Zone, Nhon Trach 6 Industrial Zone, Long Tho Commune, Nhon Trach District, Dong Nai province, Vietnam
	Email:	ken@tahtong.com.tw; or kevinkuo@tahtong.com.tw; or luatsu.oanhtran@gmail.com
	Attention:	CHEN, CHIEN-CHOAN

11.2 Each notice, demand or other communication given, made or serve under this Agreement and Transaction Documents shall be deemed to have been given and received by the relevant parties (i) within two days after the date of posting, if sent by local mail; four days after the date of posting, if sent by airmail; (ii) when delivered, if delivered by hand; and (iii) on dispatch, if sent by email.

12. GOVERNING LAW AND JURISDICTION

12.1 This Agreement shall be governed by and shall be construed in accordance with the Laws of Vietnam.

12.2 For any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity, or termination (the "**Dispute**"), the Parties shall make their best effort to resolve the Dispute by negotiation and conciliation. In the event that resolution by negotiation or conciliation is not achieved within a period of thirty (30) days from the date one Party requests other Parties to commence the discussion for resolution of the Dispute, any disputing Party may refer the Dispute to Vietnam International Arbitration Centre ("**VIAC**") for settlement in accordance with its rules of arbitration (the "**VIAC Rules**") for the time being in force, which rules are deemed to be incorporated by reference in this Clause. The arbitral tribunal shall consist of three arbitrators, of whom one shall be nominated by the Vendors, one shall be nominated by the Purchaser and the third, who shall be the chairman of the tribunal, shall be nominated by the two nominated arbitrators within 14 days of the last of their appointments. Failing agreement by the two nominated arbitrators within the stipulated period, the chair of the tribunal shall be appointed by the President of VIAC. The seat of arbitration shall be Ho Chi Minh City, Vietnam. The arbitral award shall be final and binding on the parties to the arbitration. The parties to the arbitration agree to be bound by and to act in accordance with the arbitral award. Neither party shall be precluded hereby from seeking provisional remedies in the courts of any jurisdiction including, but not limited to, temporary restraining orders and preliminary injunctions, to protect its rights and interests. Unless otherwise specified in the arbitral award, the costs, and expenses of the arbitration (as specified in the arbitral award) shall be borne by the losing party.

13. OTHER PROVISIONS

13.1 Assignment. No Party shall assign its rights and obligations under this Agreement to a third party without the prior written consent of the other Parties hereto.

13.2 Entire agreement.

This Agreement together with other Transaction Documents set out the entire agreement between the Parties relating to the Transaction and supersede any prior whether oral or written drafts, agreements, and arrangements including the Memorandum, unless it is specifically stated herein that they are still valid.

13.3 Waiver.

A failure or delay by a Party to exercise any right or remedy provided under this Agreement or by Laws shall not constitute a waiver of such rights or remedy or any other right or remedy. The rights and remedies provided in the Agreement are cumulative and not exclusive of any rights or remedies provided by law. Any waiver or consent given by either party hereto under this Agreement shall be in writing.

13.4 Invalidity.

Where any provision of this Agreement is or becomes illegal or invalid then such provision shall be deemed to be severed from this Agreement and shall not affect or impair the legality or validity of any other provision of this Agreement. The Parties will agree on replacement or amendment to such invalid and illegal provision in accordance with the applicable Laws on the grounds of the contractual agreements under this Agreement.

13.5 Cost.

Except as otherwise provided in this Agreement, each Party shall bear its own costs arising out of or in connection with the preparation, negotiation and implementation of this Agreement and all other Transaction Documents.

13.6 Counterparts and Amendment.

This Agreement may be executed into many counterparts: each Party will execute on one counterpart and all the original of such executed counterparts together shall constitute one and the same instrument. This Agreement may be amended or modified only by a written agreement executed by all Parties.

13.7 Effectiveness.

This Agreement shall become effective as of the Signing Date.

13.8 Language.

This Agreement is made and executed in English and Vietnamese. The Vietnamese version shall prevail in case of inconsistency between the English version and the Vietnamese version.

13.9 Documents for registration purposes.

(a) The Parties agree to execute the Short-form Share Sale and Purchase Agreement ("**Short-form Agreement**") with terms and conditions consistent with this Agreement to implement the sale and purchase of Sale Shares under this Agreement and a Vietnamese translation of the same by and between the Vendors and the Purchaser in compliance with the form set out in Schedule 1 for the purposes of regulatory submission, filing purposes and/or tax declaration and payment purposes only.

(b) If there is any conflict between the terms of the English Short-form Agreement and the Vietnamese Short-form Agreement, the Vietnamese Short-form Agreement shall prevail.

(c) If there is any conflict between the terms of this Agreement and the Short-form Agreement, this Agreement shall prevail.

13.10 Other provisions.

(a) This Agreement has been jointly drafted by all Parties and therefore Article 404.6 of the Civil Code 2015 shall not apply to this Agreement.

(b) No Party shall exercise its right to request modification of or amendment to this Agreement pursuant to Article 420 of the Civil Code 2015.

(c) The remedies available to a Party in this Agreement shall be without prejudice to any other remedy that such Party may have at Law or otherwise.

13.11 Joint and several obligations

Each and every obligation, covenant, representation, warranty and undertaking of the Vendors provided herein, unless otherwise specified, shall be the joint and several obligations, covenants, representation, warranties and undertakings of the Vendors and the Purchaser shall be at liberty to release, compound with or otherwise vary or agree to vary the liability of, or to grant time or other indulgence, or make other arrangement with the Vendors without the consent of or notice to the others and without prejudicing, affecting the right, remedy and power of the Purchaser against the others.

(The rest of page is intentionally left blank, signatures to follow)

FOR THE VENDORS

VENDOR A

Signed by
PHAN LE DIEM TRANG

in the presence of:

VENDOR B

Signed by
NAMKUNG CHUL WOONG

in the presence of:

VENDOR C

Signed by Mr. Chen Shiou Chung

for and on behalf of
GLOUCESTER CO., LTD.

For and on behalf of
GLOUCESTER CO., LTD.

Authorized Signature(s)

in the presence of:

VENDOR D

Signed by Mr. Lai, Ching-In

for and on behalf of
YEE CHAIN INTERNATIONAL CO., LTD.

Lai Ching-in

in the presence of:

EXECUTION PAGE

FOR THE PURCHASER

SIGNED by

for and on behalf of
KAM FUNG (HONG KONG)
GARMENT COMPANY LIMITED

in the presence of:

KAM FUNG (HONG KONG) GARMENT COMPANY LIMITED
錦豐(香港)製衣有限公司

FOR THE TARGET COMPANY

I, CHEN, CHIEN-CHOAN, for and on behalf of Korea Textile & Dyeing Support Service Joint Stock Company, hereby confirm that the sale and purchase of the Sale Shares in accordance with conditions and terms under this Agreement.

SIGNED by Mr. Chen, Chien-Choan

M.S.D.N: 3603304116 - C.T.C.P.
CÔNG TY CỔ PHẦN DỊCH VỤ HỖ TRỢ DỆT & NHUỘM HÀN QUỐC
H.NHƠN TRẠCH - T.ĐỒNG NAI

for and on behalf of
KOREA TEXTILE & DYEING SUPPORT SERVICES JOINT STOCK COMPANY
in the presence of:

ANNEX 1: DETAILS OF THE TARGET COMPANY
(AS AT THE SIGNING DATE)

1. Name: **KOREA TEXTILE & DYEING SUPPORT SERVICES JOINT STOCK COMPANY**

2. Enterprise Code: 3603304116

3. Head office: Nhon Trach 6A Industrial Zone, Nhon Trach 6 Industrial Zone, Long Tho Commune, Nhon Trach District, Dong Nai province, Vietnam.

4. Authorized Capital: VND 96,962,150,000 *(Ninety-six billion, nine hundred sixty-two million, one hundred fifty thousand Vietnamese Dongs)* equivalent to 9,696,215 ordinary shares.

5. Shareholders: as stated in Annex 2.

6. Form of the Target Company: Joint stock company.

7. Business lines:

No.	Business lines	VSIC code
1	Manufacture of knitted, crocheted and non-woven fabrics	1391 **(Main code)**
2	Trading of own or rented property and land use rights Details: Leasing factory	6810
3	Manufacture of wearing apparel, except fur apparel Details: Manufacturing, processing apparel (excluding fur garments)	1410
4	Manufacture and supply of steam, hot water, air conditioning and ice Details: Production and supply of steam for businesses in Nhon Trach 6A industrial zone	3530
5	Real estate consultancy and brokerage and auctioning, land use right auctioning Details: Real estate brokerage services and real estate consulting services	6820
6	Weaving of textiles	1312
7	Finishing of textiles	1313

8. Legal representative: **Mr. CHEN, CHIEN-CHOAN**

9. The number of corporate seals: [02].

10. The number of digital token: [02].

11. Properties: as stated in Annex 4.

ANNEX 2: DETAILS OF VENDORS AND SALE SHARES

Shareholders (Sellers)	Rates of Sale Shares	Payment currency	Payments for Purchase Price (USD)						Total	
			1st Installment		2nd Installment		3rd Installment			
			USD amount	VND amount	USD amount	VND amount	USD amount	VND amount	USD amount	VND amount
PHAN LE DIEM TRANG	19.02%	VND	350,000	8,711,500,000	30,400	756,656,000	446,569	11,115,102,410	**826,969**	20,583,258,410
NAMKUNG CHUL WOONG	11.42%	VND	150,000	3,733,500,000	78,400	1,951,376,000	268,129	6,673,730,810	**496,529**	12,358,606,810
GLOUCESTER CO., LTD	52.14%	USD			1,042,800	25,955,292,000	1,224,193	30,470,163,770	**2,266,993**	56,425,455,770
YEE CHAIN INTERNATIONAL CO., LTD	17.42%	USD			348,400	8,671,676,000	409,003	10,180,084,670	**757,403**	18,851,760,670
	100%		**500,000**	**12,445,000,000**	**1,500,000**	**37,335,000,000**	**2,347,894**	**58,439,081,660**	**4,347,894**	**108,219,081,660**

ANNEX 3: DETAILS OF THE DEBTS

(1)

TOTAL DEBTS AS AT 2025/1/17

Exchange rate on 2025/1/24 24,890

Name		Amount (VND)	Amount (USD)	Remark
Tah Tong Textile Vietnam Co., Ltd	Prepayment	139,969,457,509	5,623,522	Fixed
Ms. Phan Le Diem Trang	Shareholder loan	8,247,744,398	331,368	Fixed
Mr. NamKung Chul Woong	Shareholder loan	3,150,000,000	126,557	Fixed
Vendors debt (see the breakdown in the list below)	Other Debts	8,117,875,886	326,150	This amount will be changed until it is paid as stated at Step 2 of SPA
	TOTAL DEBTS	**159,485,077,793**	**6,407,597**	

DETAIL LIST OF VENDORS DEBT

Vendor name	VND amount
CÔNG TY TNHH AGAPE	163,350,000
CÔNG TY TNHH DŨNG AN THÀNH	52,947,000
ATWIN LOGISTICS CO., LTD	854,280,000
NGUYỄN THỊ MAI LINH (BĂNG GIANG)	9,350,000
CÔNG TY CỔ PHẦN THIỆN PHÚC BÙI LÊ	51,840,000
Chung Phoong Energy.Co,LTD	474,600,000
CÔNG TY CỔ PHẦN XUẤT NHẬP KHẨU ĐẠI CÁT LỢI	638,906,400
CÔNG TY TNHH DEON VN	984,126,000
CÔNG TY TNHH ĐÔNG HIỆP BÀNG	18,975,000
CÔNG TY TNHH PCCC TÂM ĐỨC PHÁT	40,000,000
CÔNG TY TNHH THƯƠNG MẠI GIAI HÀO	370,291,900
Công ty TNHH Jung Woo Vina	7,511,693
CÔNG TY CỔ PHẦN AN TOÀN KIỂM ĐỊNH 6	11,344,000
HỢP TÁC XÃ DỊCH VỤ MÔI TRƯỜNG LONG THỌ	1,620,000
CÔNG TY TNHH MỘT THÀNH VIÊN LƯU THIÊN ÂN	58,320,000
CÔNG TY TNHH MAI LINH ĐÔNG NAM BỘ	1,339,000
Máy Tính Hiệp Vũ	7,235,280
CÔNG TY TNHH ĐẦU TƯ PHÁT TRIỂN XÂY DỰNG MINH TÂN TIẾN	237,712,000
CÔNG TY TNHH ĐẦU TƯ PHÁT TRIỂN XÂY DỰNG MINH TÂN TIẾN	116,502,000
CÔNG TY TNHH THƯƠNG MẠI DỊCH VỤ NGUYÊN LIỆU NHUỘM NHUẬN LONG	236,255,525
CÔNG TY TRÁCH NHIỆM HỮU HẠN PALM PAPER	43,896,600
CÔNG TY TNHH PHÚC LAI	217,461,780
CÔNG TY TNHH THƯƠNG MẠI VÀ DỊCH VỤ PHÚ MỸ CHU	1,944,000
Chi Nhánh 3-Công Ty Cổ Phần Phòng Khám Đa Khoa ái Nghĩa Đông Khởi	20,637,000
CÔNG TY TNHH PWC (VIỆT NAM)	210,060,000
Công Ty Cổ Phần Đầu tư Khoáng sản - Than Đông Bắc	3,025,494,000
CÔNG TY TNHH DỊCH VỤ THƯƠNG MẠI NHẬT THANH HUY	56,160,000
HỒ THỊ LIÊN CỬA HÀNG THANH SƠN	867,000
CÔNG TY TNHH DỊCH VỤ BẢO VỆ VIETNAM STAR	103,032,000
Công Ty TNHH TM VKC	44,000,000
CÔNG TY TNHH WATER WORLD VINA	2,980,800
CÔNG TY TNHH WOLSUNG VINA	1,804,000
Công Ty Cổ Phần Đầu Tư Xây Dựng TBD	35,458,408
PHẠM THỊ XUÂN THẢO	3,515,000
YU YOUNG CO,.LTD	14,059,500
Total **Detail list of vendors debt may be subject to changes as of the first day of the month containing the Hand Over Date**	**8,117,875,886**

ANNEX 4: DETAILS OF THE PROPERTIES

OWNED PROPERTIES

Location	Use	Approximate gross floor area (sq. m.)
[Nhon Trach 6A Industrial Zone, Nhon Trach 6 Industrial Park, Long Tho Commune, Nhon Trach District, Dong Nai Province, Vietnam	Use for operating (including one dyeing factory and two weaving factories)	27,253

ANNEX 5: WARRANTIES

PART A: VENDORS' WARRANTIES

1. Capacity Warranties.

1.1. The Target Company is validly incorporated, in existence and duly registered under the Laws of Vietnam, and has the requisite corporate power and all permits, authorities, Licenses and consents (whether granted by public or private authority) necessary to carry on its business in the matter and in the places in which its business is now carried on have been obtained by the Target Company and all such permits, authorities, Licenses and consents are valid and subsisting.

1.2. No order has been made, petition presented, or resolution passed for the Target Company's bankruptcy or winding up or for the appointment of a liquidator or provisional liquidator with respect to the Target Company, and no receiver has been appointed in respect of any part of the assets of the Target Company prior to and at Completion.

1.3. Each of the Vendors and the Target Company has (where he/she is a natural person) full legal civil capacity of a natural person, full and complete power; or (where it is a corporate body) all requisite corporate power and authority, and legal right under the Laws of Vietnam to enter into the Transaction Documents to which it is a party and conduct this Transaction. The execution of this Agreement by each of the Vendors (where it is a corporate body) and the performance of its obligations hereunder have been duly authorized by all requisite corporate action of it.

1.4. The execution, delivery and performance by the Target Company of this Agreement and the Transaction Documents are within its corporate powers and have been, or will be, duly authorized by all necessary corporate actions.

1.5. Each of the Transaction Documents creates legal, valid, and binding obligations of the Vendors, the Target Company and can be enforceable against the Vendors, the Target Company in accordance with its terms.

1.6. The execution and delivery of this Agreement by each of the Vendor and the performance of its obligations hereunder do not and will not (i) conflict with or result in any violation or breach of any provision of any of the organizational documents of it, (ii) conflict with or result in any violation or breach of any provision of any applicable Law, or (iii) require any consent by any Person under, or conflict with or result in any violation or breach of, any provision of any contract to which it is a party.

2. Subsidiaries.

The Target Company does not have any subsidiary, capital contribution in any other company, nor enter into an agreement with any party to incorporate or invest any company in Vietnam or overseas.

3. The Target Company's Authorized Capital and the Debts.

3.1 The contents of Annexes 1, 2, 3 and 4 are true and accurate in all respects.

3.2 The Vendors have legal titles to the Sale Shares and the rights attached thereto. The Sale Shares are free and clear of all Encumbrances and the same are freely transferable by the Vendors without the consent, approval, permission, License or concurrence of any third party, except for the procedure of obtaining the Authority's approval for the Purchaser to acquire the Sale Shares, as prescribed in the conditions precedent under Clause 4.1(a) herein. The Sale Shares have been fully paid up and in compliance with the regulations on opening and using capital accounts of foreign-invested enterprises.

3.3 The Debts represent all obligations, liabilities and debts owing or incurred by the Target Company to the Vendors on or at any time prior to Completion whether actual, contingent or deferred which shall not be greater than USD 6,407,597 and shall be settled prior to the Completion. After Completion, there will be no outstanding indebtedness or other liability (actual or contingent) owing by the Target Company to the Vendors, any member of the Board Management of the Target Company or any person connected with the Vendors or with any such member of the Board Management nor is there any indebtedness owing to the Target Company by any such person, except for [net] debts arising in the ordinary course of business of the Target Company, which shall not exceed VND 500,000,000 as of the first day of the month containing the Hand Over Date, in the event that [net] debts arising in the ordinary course of business of the Target Company as of the first day of the month containing the Hand Over Date exceed VND 500,000,000, the Vendors shall be obligated to pay the excess amount.

3.4 The copy of the charter of the Target Company so provided to the Purchaser is true and complete.

3.5 The Target Company has not granted any right to call for the issue of or agreed to issue at any time before Completion any share or loan capital.

3.6 The Target Company is not under any contract, options, warrants or any other obligations regarding any part of its capital, issued or unissued, or for the issue of any shares, debentures, warrants, options, or other similar securities.

4. Accounts, books and records.

4.1 The Audited Accounts and the Management Accounts:

(a) are complete and give a true and fair view of the assets and liabilities of the Target Company as at the Accounts Date and the Management Accounts Date respectively and of its results and source and application of funds for the financial period ended on that date;

(b) comply with the requirements of all accounting regulations including VAS (where applicable) and the applicable Laws of Vietnam, including without limitation any Law that regulate accounting or Taxes matters of foreign-invested joint ventures, and adopt the generally accepted accounting principles and applicable accounting standards in Vietnam;

(c) are not affected by any extraordinary, exceptional or non-recurring item.

(d) properly reflect the financial position of the Target Company as at the Accounts Date and the Management Accounts Date respectively;

4.2 The Target Company has kept and duly made up all requisite books of account (reflecting in accordance with good accounting principles all the financial transactions of the Target Company), minute books, registers, records and these and all other deeds and documents (properly stamped where necessary) belonging to or which ought to be in the possession of the Target Company and its seal (including official seal) are in the possession of the Target Company.

4.3 All the accounts, books, ledgers, financial and other material records of the Target Company:

(a) have been made in compliance with VAS (where applicable) and properly maintained in accordance with the Laws of Vietnam, are in the possession of the Target Company.

(b) no notice or allegation that any of the same is incorrect has been received, or if the Target Company has received such notice or allegation, the incorrectness or errors have been rectified by the competent governmental authority.

4.4 The shareholder register of the Target Company is correct, there has been no notice of any proceedings to rectify such register, and there are no circumstances which might lead to any application for its rectification.

4A. Properties

4A.1 Save for the Owned Properties, the Target Company does not own or have any rights to own any real property in Vietnam or any part of the world. Details of the Owned Properties have been set out in Annex 4.

4A.2 The Target Company has paid all rent, licence fees (if applicable), tax and all other outgoings which have become due in respect of the Owned Properties and has performed and observed all its obligations under the agreements relative thereto in all material respects.

4A.3 As at the date hereof, the Target Company is the registered and beneficial owner of and has a good and marketable title to the Owned Properties free from all Encumbrance, and there is no agreement to sell or part with the possession of or let or license or grant any option over or otherwise dispose of any interest in any of the Owned Properties, except the mortgage that must be satisfied in Clause 4.1.(d) of this Agreement.

4A.4 The Target Company has not sub-let or licensed any of the Owned Properties and no person occupies or has a licence or right to occupy or enter upon any of the Owned Properties.

4A.5 The Target Company has not received:

(1) any notice of any proposals made by any governmental body, authority or department concerning the compulsory acquisition or resumption of any of the Owned Properties; nor

(2) any notices, restrictions, complaints or requirements issued by any governmental body, authority or department, which affect the Owned Properties or the use thereof and might adversely affect the value of the Owned Properties.

4A.6 So far as the Vendor is aware, there are no rights, interests, covenants, conditions, restrictions, exceptions, reservations, licences, easements, agreements, claims or any other matters or things which may adversely affect its use and enjoyment of the Owned Properties for the purpose of the business now being carried on at the Owned Properties by it.

5. Intellectual Property.

5.1 The Target Company has not owned, used, or entered into any agreement or arrangement in relation to owning, using any intellectual property. Any of such agreement or arrangement (if any) has been terminated or distinguished by the Target Company, and the Target Company has not had any responsibilities to any parties arising out thereof. The Target Company has not infringed, appropriated, or violated any intellectual property of any other Person. The Target Company has not received any notice, request, approval, demand, or other communication alleging any infringement, appropriation, or violation of any proprietary right of any other Person. The business of the Target Company as now carried on, does not, and is not likely to, infringe any intellectual property right of any other person (or would not do so if the same were valid).

5.2 The Target Company has not (otherwise than in the ordinary course of business) disclosed, or permitted to be disclosed, or undertaken or arranged to disclose, to any person other than the Purchaser any of its know-how, trade secrets, confidential information, price lists or lists of customers or suppliers.

6. Financial and Taxes.

6.1 The Target Company has complied with its obligations to account to the relevant tax authorities for all amounts for which it is accountable in respect of Taxes and duly filed on a timely basis all tax returns as required by applicable law.

6.2 The Target Company has duly and punctually paid all Taxes which it has become liable to pay and is under no liability to pay any penalty or interest in connection with any claim for Taxes.

6.3 The Target Company has not received any written notice that an audit or other proceeding is pending with respect to any Tax due from or with respect to the Target Company or any tax return filed by or with respect to the Target Company.

6.4 The Target Company does not hold any security (including any guarantee or indemnity) which is not valid and enforceable against the grantor thereof in accordance with its terms.

6.5 The Target Company is not subject to any financing arrangements, save as disclosed in Annex 3.

6.6 The Target Company has no liabilities, contingent obligations or contingent liabilities other than as disclosed in the Audited Accounts and the Management Accounts, and Annex 3.

7. Opening, using, and closing direct investment capital accounts.

From the establishment of the Target Company up to the Completion Date, the Target Company has complied with the regulations on opening, using, and closing direct investment capital accounts to perform transactions related to direct investment in Vietnam in accordance with law regarding guiding foreign exchange management in relation to foreign direct investment in Vietnam.

8. Environmental, Health and Safety Matters.

The Target Company (i) is in compliance with and will comply with all approvals required of it under all applicable laws and regulations on environment, health, and safety to conduct its businesses and (ii), has not received notice from competent authorities of any actual or potential liability under any applicable laws and regulations on environment, health, and safety,.

9. Compliance with the Laws.

The Target Company is, and at all times has been, in compliance with each legal requirement that is or was applicable to it or to the conduct of its business or the ownership or use of any of its assets. No event has occurred, or circumstance exists that (with or without notice) that would cause the Target Company to be in breach of a serious legal requirement that could result in criminal prosecution, and there is no order, decree or judgment of any court or any governmental agency of Vietnam or of any foreign country outstanding against the Target Company, which restricts the Target Company's operational rights or imposes any financial obligations on the Target Company.

10. Legal Proceedings.

10.1 There is not ongoing, pending or threatened any litigation, arbitration, prosecution or other legal or contractual proceedings, hearings or investigations (i) by or against the Target Company or may affect the business of, or any of the assets owned or used by, the Target Company; or (ii) that challenge, or that may have the effect of preventing, delaying, making illegal or otherwise interfering with, the contemplated transaction; or (iii) may create obligations, liabilities for the Target Company to any third parties.

10.2 There are no unfulfilled or unsatisfied judgments or court orders against the Target Company.

11. The business

Since the Management Accounts Date, the Target Company has not entered into, or agreed to enter into, any capital commitments or transactions in an amount exceeding VND [200,000,000]. ;

12. The Target Company's contracts

12.1 All documents to which the Target Company is a party and other documents owned by or which ought to be in the possession of the Target Company and which ought to be stamped pursuant to any applicable law, have been properly stamped and are in the Target Company's possession.

12.2 As at the Signing Date and until the Completion Date, the Target Company is not a party to any agreement, transaction, obligation, commitment, understanding, arrangement or liability which:

(a) requires an aggregate consideration payable by the Target Company in excess of VND 200,000,000] otherwise than in the ordinary course of business of the Target Company;

(b) requires the Target Company to pay any commission, finders' fee, royalty or the like otherwise than in the ordinary course of business of the Target Company;

(c) in any way restricts the Target Company's freedom to carry on the whole or any part of its business in any part of the world in such manner as it thinks fit;

(d) is not in the ordinary course of the Target Company's business;

(e) is contract relating to joint venture, agency, joint arrangement or similar arrangement; or

is a contract in which the Vendors, the Target Company or any of the members of the Board Management of the Target Company has an interest (directly or indirectly) that has not been approved in accordance with legal regulations.

12.3 There are no powers of attorney given by the Target Company, which are still in force. No person, as agent or otherwise, is entitled or authorised to bind or commit the Target Company to any obligation not in the ordinary course of the Target Company's business.

13. The Target Company and its employees

3.1 There is no outstanding contract of service, labour contracts between the Target Company and any of its members of the Board Management, officers or employees that do not comply with applicable laws and regulations.

13.2 There is no scheme or fund in respect of retirement, pension, health insurance, housing, bonus, incentive, share option or other benefits to members of the Board Management, officers, staff, employees or any other party to which the Target Company is a party save for those required under applicable laws and regulations.

13.3 The Target Company has in relation to each of its employees (and so far as relevant to each of its former employees) complied with: (a) all obligations imposed on it by all applicable laws, and (b) all agreements in relation to the employment of such employee.

13.4 No dispute exists between the Target Company and a material number or category of its employees and the Target Company has not had during the last three years any strike, work stoppages, slow-down, work-to-rule or lock-out by its employees, nor is any anticipated.

13.5 There are no amounts owing to present or former members of the Board Management, officers or employees of the Target Company other than not more than one month's arrears of remuneration accrued or due or for reimbursement of business expenses incurred within a period of three months preceding the date hereof.

13.6 There is no liability or claims against the Target Company from any employee or former employee outstanding.

14. Insurance

14.1 The Target Company has effected all insurances required by law.

14.2 All premiums due on the said policies have been paid, all the conditions of the said policies have been performed and observed in all material respects in the place in which the Target Company carries on business.

14.3 No claim is outstanding either by the insurer or the insured under any of the said policies and no claim against the Target Company by any third party is outstanding in respect of any risk covered by any of the policies or by any policy previously held by the Target Company.

15. Events since the Accounts Date

Since the Management Accounts Date:

(a) the Target Company has entered into transactions and incurred liabilities only in the ordinary course of business;

(b) no resolution of the Target Company in general meeting in Vietnam has been passed, except resolution required by law to complete the Transaction under this Agreement;

(c) the Target Company has not declared, paid or made nor is proposing to declare, pay or make any dividend or other distribution;

(d) no event has occurred which would entitle any third party (with or without the giving of notice) to call for the repayment of indebtedness prior to its stated maturity date;

(e) the business of the Target Company has been carried on in the ordinary and usual course and in the same manner (including nature and scope) as in the past, no fixed asset or stock has been written up nor any debt written off;

(f) no asset of the Target Company has been acquired or disposed of, or has been agreed to be acquired or disposed of, and there has been no disposal or parting with possession of any of its property, assets (including know-how)or stock in trade or any payments by the Target Company, and no liability has been created or has otherwise arisen, except for in the ordinary course of business of the Target Company and agreed to by both parties; and

(g) no remuneration (including bonuses) or benefit payable to any officer or employee of the Target Company has been increased nor has the Target Company undertaken any obligation to increase any such remuneration at any future date with or without retrospective effect.

16. All information contained in this Agreement was when given true, complete and accurate.

PART B: PURCHASER 'S WARRANTIES

1. Existence and Organization.

   The Purchaser is a company duly incorporated and validly existing under the laws of Hong Kong.

2. Due Authorization, Execution and Delivery, Enforceability.

   The Purchaser has all requisite corporate power and authority to execute this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby. The execution of this Agreement by the Purchaser and the performance of its obligations hereunder have been duly authorized by all requisite corporate action of it.

   The Purchaser has duly executed this Agreement. This Agreement constitutes the legal, valid, and binding obligation of it enforceable against it in accordance with its terms.

3. No Violation.

   The execution and delivery of this Agreement by the Purchaser and the performance of its obligations hereunder do not and will not (i) conflict with or result in any violation or breach of any provision of any of the organizational documents of it, (ii) conflict with or result in any violation or breach of any provision of any applicable Law, or (iii) require any consent by any Person under, or conflict with or result in any violation or breach of, any provision of any contract to which it is a party.

4. Capacity Warranties

   The Purchaser has full capacity to negotiate, sign and perform this Agreement, including legal capacity and financial capacity.

ANNEX 6: DOCUMENTS TO BE HANDED OVER ON THE HAND OVER DATE

A. At the Hand Over Date, the Vendors shall deliver to the Purchaser the original documents of the following:

1. In respect of the Target Company, letters of resignation substantially in the form attached hereto in Annex 8 duly executed by (a) each member of the Board Management of the Target Company (if any); (b) each member of the Inspection Committee or equivalent of the Target Company (if any), (c) the Legal Representative of the Target Company who is appointed by the Vendors,

2. All the legal, accounting, tax and other documents and records of the Target Company specified in Article 11 of the Enterprise Law which have been kept at the office of the Target Company;

3 All the ERC and IRC, amended from time to time;

4. The Target Company's charter;

5. All licenses, permits, certificates as mended from time to time;

6. All ongoing contracts and transactions with partners, suppliers and customers;

7. Bank statements of all accounts opened, being used by the Target Company; all computers' user names (ID) and passwords, electronic signatures, e-banking accounts, digital banking, and other internet accounts and the related physical assets including tokens, usb, signed papers so that the Purchaser can take over and use the Target Company's assets without interrupting the operations of the Target Company; and

8. The Target Company's corporate seal and company chops.

9. The income tax declaration dossiers, including the tax return and supporting documents for claimed deductible expenses (if applicable);

10. The tax payment voucher signed and sealed by the licensed bank.

B. At the Hand Over Date, the Purchaser shall deliver to the Vendors the original documents of the following:

1. A resolution or other legally binding document appointing a new legal representative for the Target Company to replace Mr. Chen Chien Choan.

2. All documents required in compliance with applicable laws to be executed by the Purchaser to effectuate the capital increase and the change of the legal representative of the Target Company, enabling the Vendors to proceed with the necessary procedures to update the 2nd Amended ERC and the 2nd Amended IRC.

ANNEX 7: OBLIGATIONS

PART A: VENDORS' OBLIGATIONS

From the Signing Date to the Completion Date, except as expressly provided in this Agreement or with prior written consent of the Purchaser, the Vendors shall:

1. procure that the Target Company carries on its business only for facilitating the Completion;

1A. procure that save as required by or contemplated under this Agreement or save for the purpose of complying with any relevant statutory requirement, no resolution of the Board Management or shareholders of the Target Company shall be passed prior to Completion without the prior written consent of the Purchaser;

2. procure that the Target Company does not:

2.1. create, allot, issue, redeem or repurchase any share, loan capital or other security grant any options over, or any other right in respect of, any share, loan capital or other security or enter into any agreement to do any of the same, or alter the rights attaching to any existing options over shares of the Target Company;

2.2. declare, make, or pay dividend, distribution of profits, share redemption or capital refund, or make any reduction of its paid-up Authorized Capital in any form;

2.3. create, grant, issue or vary any Encumbrances over its Authorized Capital, the Properties, assets, or businesses;

2.4. save for matters expressly required to be done by this Agreement, borrow any money (other than by bank overdraft or similar facility in the ordinary course of business and within limits subsisting at the Signing Date) or enter any foreign exchange contracts, interest rate swaps or other derivative instruments, or incurs any other financing indebtedness, or enter other arrangements the purpose of which is to raise money;

2.5. other than in the ordinary course of business, enter into any material agreement or participate in any investment, joint venture, trade, partnership or enter into any agreement or arrangement for the sharing of profits or assets;

2.6. dispose or agree to dispose or acquire or agree to acquire (whether by one transaction of by a series of transactions) any part of the business, undertaking or assets of any other Person;

2.7. grant or modify the terms of any loans or other financial facilities or any guarantees or indemnities for the benefit of any Person;

2.8. file a petition, engage in, or settle any legal proceedings;

2.9. take any action or make any omission which is inconsistent with the provisions of this Agreement or the implementation of the Transaction, or which is or is reasonably likely to constitute or cause or give rise to a breach of any of the covenants;

2.10 appoint any new legal representative, member of the Board Management or hire any new employee, or alter any terms of appointment of any existing member of the Board Management or terms of employment of any existing employees or advisers of the Target Company, except otherwise agreed by the Purchaser;

2.11 pay any debt or sum which is not under its normal business operation;

2.12 enter into or attempt to enter into any lease or license agreement other than in the ordinary course of business; and

2.13 enter into any agreement or arrangement (whether in writing or otherwise) to do any of the foregoing or allow or permit any of the foregoing.

3. The Vendors shall procure that the Target Company does not execute or enter into any agreement, transaction, arrangement, or grant any commitment which may cause any responsibility or liability to the Target Company.

4. as promptly as practicable after the Signing Date, shall, and shall procure the Target Company to prepare and submit all application dossier(s) required by Law or any Transaction Document to complete the Transaction.

5. procure all joint accounts between the Target Company and other person (if any) to be closed and the relevant parties shall not have any rights or obligations to each other arising out of or in relation to the opening, closing such joint accounts, and in any event such closing must be completed prior to the Completion Date.

6. comply with and fulfill all rights and obligations in this Agreement.

7. ensure that all Vendors' Warranties under this Agreement remain true and accurate in all respects at all times until the Completion Date.

8. carry out the complete, full and without delay handover as stipulated in this Agreement.

9. work closely with the Purchaser and Target Company in the course of implementation of this Agreement and take utmost efforts to perform all its obligations and commitments under the provisions of this Agreement to complete the Transaction.

PART B: PURCHASER 'S OBLIGATIONS

From the Signing Date to the Completion Date, except as expressly provided in this Agreement or with prior written consent of the Vendors, the Purchaser shall:

1. provide complete and timely information and documents necessary for the Vendors and the Target Company to carry out tasks related to the Transaction.

2. extend the necessary support as reasonably requested by the Vendors and the Target Company to facilitate the Transaction.

3. make full and timely payments of all amounts due under this Agreement.

4. comply with and fulfill all rights and obligations stipulated in this Agreement.

5. ensure that all Purchaser's Warranties under this Agreement remain true and accurate at all times until the Completion Date.

6. carry out the complete, full and without delay handover as stipulated in this Agreement.

7. work closely with the Vendors and Target Company in the course of implementation of this Agreement and take utmost efforts to perform all its obligations and commitments under the provisions of this Agreement to complete the Transaction.

8. Fulfill obligations to Employees in accordance with labor laws from the Hand Over Date.

ANNEX 8: FORM OF RESIGNATION LETTER

Ho Chi Minh City, dated ________________ 2025

RESIGNATION LETTER

To: **[ ]** JOINT STOCK TARGET COMPANY

I, the undersigned	**:** [*]
Date of birth	: [*]
Passport No.	: [*] issued on:
Permanent registered address	: [*]

Presently being the [title] of [ ] JOINT STOCK TARGET COMPANY (the "**Target Company**")

I, hereby, resign from my mentioned above position with the Target Company, with effect from [*]. As discussed and agreed, my last day of employment will be [*].

Therefore, I hereby request the Target Company to confirm my mentioned above resignation from the Target Company.

I confirm that the Target Company has no outstanding liabilities and obligations to me. I have no claim against the Target Company and undertake not to make any claim whatsoever against the Target Company.

Yours respectfully,

____

Name: [*]

<u>ACCEPTANCE</u> BY [ ] JOINT STOCK TARGET COMPANY

We hereby accept and agree to the resignation of with Ms/Mr. [*]

____

Name: [*]
Title: [*]

SCHEDULE 1: SHORT-FORM AGREEMENT

SHARE SALE AND PURCHASE AGREEMENT

This **SHARE SHARE SALE AND PURCHASE AGREEMENT** ("**Agreement**") is made and signed as of ____________ ("**Effective Date"**) by and between the following parties:

1. Ms. PHAN LE DIEM TRANG (the "**Vendor A**")

Identification Card No.	:	ID Card No. 079171035791 issued by the [--] on [--]
Permanent address	:	No. 468/5 Nguyen Tri Phương, Ward 9, District 10, Ho Chi Minh City, Vietnam

2. Mr. NAMKUNG CHUL WOONG (the "**Vendor B**")

Passport No.	:	M09452361 issued in Korea on 28 August 2018
Permanent address	:	Samsung Villa 403, 299-180(14/8) Sangdo dong, Dong Jak gu, Seoul, Korea

3. GLOUCESTER CO., LTD., a company duly established and operating under the laws of Samoa, with the following details (the "**Vendor C**"):

Incorporation Certificate	:	No. 33117 issued in Samoa on 14 June 2007
Head office address	:	Equity Trust, Chambers, P.O.Box 3269, Apia, Samoa
Represented by	:	Mr. Chen Shiou Chung
Title	:	[--]

4. YEE CHAIN INTERNATIONAL CO., LTD., a company duly established and operating under the laws of Taiwan, China, with the following details (the "**Vendor D**"):

Incorporation Certificate	:	No. 16247577 issued in Taiwan, China on 20 October 1997
Head office address	:	2F., No. 34, Wuquan 5th Rd., Wugu Dist., New Taipei City 248, Taiwan R.O.C
Represented by	:	Mr. Lai, Ching-In
Title	:	[--]

(the Vendor A, Vendor B, Vendor C and Vendor D are hereinafter collectively referred to as the "**Vendors**" and individually a "**Vendor**").

AND

5. **KAM FUNG (HONG KONG) GARMENT COMPANY LIMITED,** a company duly established and operating under the laws of Hong Kong, with the following details:

Incorporation Certificate	:	No. 76589628 issued in Hong Kong on 22 May 2024
Head office address	:	Unit A, 23/F, TML Tower, 3 Hoi Shing Road, Tsuen Wan, Hong Kong
Represented by	:	Mr. Tai Chin Chun
Title	:	Director

(**Kam Fung (Hong Kong) Garment Company Limited** is hereinafter referred to as the "**Purchaser**")

Depending on the context, the Vendors and the Purchaser are hereinafter referred to as the "**Party**" individually and collectively as the "**Parties**".

WHEREAS:

A. Korea Textile & Dyeing Support Joint Stock Company ("**Company**") is a joint stock company duly established and operating in accordance with the laws of Viet Nam under Enterprise Registration Certificate No. 3603304116 issued by the Business Registration Division of the Department of Planning and Investment of Dong Nai province, initially issued on 24 August 2015 with the eighth amendment on 19 May 2022.

B. On the date of signing this Agreement, the Vendors who are shareholders of the Company holds and owns 9,696,215 ordinary shares, accounting for 100% (one hundred percent) of the total shares of the Company, specifically:

- Vendor A (holding 1,823,450 ordinary shares, accounting for 19.02% of the Company's total shares);
- Vendor B (holding 1,094,500 ordinary shares, accounting for 11.42% of the Company's total shares); and
- Vendor C (holding 5,077,325 ordinary shares, accounting for 52.14% of the Company's total shares;
- Vendor D (holding 1,700,940 ordinary shares, accounting for 17.42% of the Company's total shares

(hereinafter collectively or separately as "**Sale Shares**")

C. Now, the Vendors wish to sell the Sale Shares to the Purchaser and the Purchaser wishes to acquire the Sale Shares from the Vendors in accordance with the terms and conditions set forth in this Agreement.

ARTICLE 1. SUBJECT MATTER OF THE TRANSACTION

1.1 Subject to the terms and conditions set forth in this Agreement, the Vendors hereby agrees to sell the Sale Shares to the Purchaser and the Purchaser agrees to pay the Purchase Price to the Vendors to acquire all Sale Shares from the Vendors to own 100% of the Company's charter capital.

1.2 The transfer of the Sale Shares from the Vendors to the Purchaser shall be totally free from any encumbrances.

ARTICLE 2. PURCHASE PRICE AND PAYMENT

2.1 The Parties agree that the Purchase Price of the Sale Shares is USD 4,347,894, equivalent to VND 108,219,081,660 ("**Purchase Price**").

2.2 Payment term: The payment of the Purchase Price will be made in accordance with the agreement between the Parties.

2.3 Payment method: The payment of the Purchase Price will be made through wire transfer to the Vendors account as manners in accordance with the provisions of Vietnamese law.

ARTICLE 3. RESPONSIBILITY OF THE PARTIES

3.1 The Parties are obliged to carry out matters related to the transfer of the Sale Shares in order for the Company to complete the business registration procedures in accordance with the law.

3.2 The Purchaser is responsible for inheriting all the rights and obligations of the Vendors as a member of the Company from the date of completion of the transfer of the Sale Shares.

3.3 The Vendors must carry out the procedures for declaring and paying taxes, if any, related to the Purchase Price.

ARTICLE 4. COMMITMENTS AND WARRANTIES OF THE PARTIES

4.1. Each Party commits and warrants for the benefit of the other Party that:

(a) The information, documents and records provided by each Party to the other Party in connection with this Agreement are complete, correct, accurate and legal in all respects and there is no need for the other party to double-check or cross-check;

(b) Participation in the signing and performance of this Agreement is in accordance with and in compliance with the applicable laws, charters and other internal regulations of each Party;

(c) No dispute, claim or proceeding which is in progress or likely to occur affects the capacities of each Party to perform its obligations under this Agreement;

(d) Signing and implementing this Agreement will not conflict with any obligation that each Party must comply with as provided in the other contracts, agreements, and other obligations of that Party; and

(e) Each Party will work closely with the other Party in the course of implementation of this Agreement and make utmost efforts to perform all its obligations and commitments under the provisions of this Agreement.

4.2. The Vendors commit and warrant for the benefit of the Purchaser that:

(a) The Sale Shares have been paid in full and is not subject to any encumbrances, undisputed, or distraint for enforcement from the Effective Date until the date of this transfer transaction is completed;

(b) The Vendors shall not take any action that may reduce the value of the Company's existing assets and the Sale Shares from the Effective Date; and

(c) The Company has conducted and will always conduct all business activities in accordance with all applicable laws and regulations, including tax and employment laws.

4.3. All announcements, commitments and warranties of each Party to this Agreement are true, correct, unconditional, irrevocable, in full force and effect upon completion of this Agreement.

ARTICLE 5. GOVERNING LAW AND DISPUTE SETTLEMENT

5.1. Governing law

This Agreement shall be governed by and construed in accordance with the laws of Vietnam.

5.2. Dispute settlement

(a) All disputes arising out of or in connection with this Agreement shall firstly be settled through amicable negotiation between the Parties. If no settlement is reached within 30 (thirty) days from the date one Party requests other Parties to commence the discussion for resolution of the Dispute, either Party shall have the right to submit the dispute to Vietnam International Arbitration Center ("**VIAC**") for settlement in accordance with the Arbitration Rules of VIAC.

(d)

(b) During the process of settlement, this Agreement shall continue to be performed in all respects except for the disputed part, which is under arbitration.

ARTICLE 6. GENERAL TERMS

6.1 The Parties have read, understood, and agreed to all terms stated in the Agreement before signing the Agreement. The Company's legal representative signs to witness the conclusion of this Agreement between the Parties.

6.2 This Agreement shall take effect on the Effective Date mentioned above and is made in seven (07) copies with equal validity, each Party keeps one (01) copy, one (01) copy is kept by the Company and will be used to submit to the Business Registration Office - Department of Planning and Investment of Dong Nai province.