

**DATE: 18 July 2025**

**HAO TIAN INTERNATIONAL CONSTRUCTION INVESTMENT GROUP LIMITED**  
**(as company)**

**AND**

**HAO TIAN INTERNATIONAL SECURITIES LIMITED**  
**(as placing agent)**

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**PLACING AGREEMENT**

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**THIS AGREEMENT** is made on the 18 July 2025

**BETWEEN:**

- (1) **HAO TIAN INTERNATIONAL CONSTRUCTION INVESTMENT GROUP LIMITED**, an exempted company incorporated under the laws of the Cayman Islands and having its principal place of business in Hong Kong at Rooms 2510-2518, 25/F., Shui On Centre, 6-8 Harbour Road, Wanchai, Hong Kong and whose shares are listed on the Hong Kong Stock Exchange with stock code 1341 (the “**Company**”); and
- (2) **HAO TIAN INTERNATIONAL SECURITIES LIMITED**, a company incorporated under the laws of Hong Kong and the registered office of which is at Rooms 2510-2518, 25/F, Shui On Centre, 6-8 Harbour Road, Wan Chai, Hong Kong (the “**Placing Agent**”).

**WHEREAS:**

- (A) The Company has at the date of this Agreement a total issued Shares of 7,746,152,835.
- (B) All the issued Shares are currently listed on the Stock Exchange (as defined below).
- (C) The Company hereby appoints the Placing Agent as agent to the exclusion of others and the Placing Agent agrees and undertakes to act as the agent for the Company during the Placing Period to procure subscriptions for the Placing Shares (as defined below) at the Placing Price on a best efforts basis on the terms and subject to the conditions hereinafter mentioned.
- (D) The Placing Shares will be issued pursuant to the General Mandate.

**NOW IT IS HEREBY AGREED as follows:**

**1. DEFINITIONS**

- 1.1 In this Agreement (including the Recitals) the following expressions (except where the context otherwise requires) shall have the respective meanings set out below:

|                |                                                                                                                                                                                                                                                            |
|----------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| “Admission”    | the granting by the Listing Committee or the Division of listing of, and permission to deal in, all of the Placing Shares (and “Admitted” shall be construed accordingly)                                                                                  |
| “Agreed draft” | a document or agreement which is in form and substance reasonably satisfactory to the Company and the Placing Agent                                                                                                                                        |
| “Announcement” | the announcement in the agreed draft and proposed to be issued by the Company as soon as practicable following the execution of this Agreement (subject to such amendments as may be required in response to the questions from the Stock Exchange or SFC) |
| “Board”        | the board of directors of the Company                                                                                                                                                                                                                      |
| “Business Day” | any day (not being a Saturday) on which licensed banks are generally open for business in Hong Kong throughout their normal business hours                                                                                                                 |

|                       |                                                                                                                                                                                                                                                |
|-----------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| “CCASS”               | the Central Clearing and Settlement System established and operated by Hong Kong Securities Clearing Company Limited                                                                                                                           |
| “Companies Ordinance” | the Companies Ordinance (Chapter 622 of the Laws of Hong Kong)                                                                                                                                                                                 |
| “Completion”          | completion of the Placing as provided in Clause 7                                                                                                                                                                                              |
| “Completion Date”     | the date of Completion                                                                                                                                                                                                                         |
| “Division”            | the Listing Division of the Stock Exchange                                                                                                                                                                                                     |
| “Group”               | the Company and its subsidiaries                                                                                                                                                                                                               |
| “Hong Kong”           | the Hong Kong Special Administrative Region of the People’s Republic of China                                                                                                                                                                  |
| “Listing Committee”   | the listing sub-committee appointed by the Stock Exchange for considering applications for the Admission                                                                                                                                       |
| “Listing Rules”       | the Rules Governing the Listing of Securities on the Stock Exchange                                                                                                                                                                            |
| “Placee(s)”           | any individuals, corporate, institutional investors or other investors procured by or on behalf of the Placing Agent to subscribe for any of the Placing Shares pursuant to the Placing Agent’s obligations hereunder                          |
| “Placing”             | the offer by way of private placing of the Placing Shares by or on behalf of the Placing Agent to the Placee(s) on the terms and subject to the condition set out in this Agreement                                                            |
| “Placing Letter”      | the letter to be sent to the proposed Placee(s) in the agreed draft                                                                                                                                                                            |
| “Placing Price”       | the price of HK\$0.2 per Placing Share                                                                                                                                                                                                         |
| “Placing Period”      | the period commencing upon the execution of this Agreement and expiring at 5:00 p.m. on 4 August 2025 (or such later date as the Parties may agree)                                                                                            |
| “Placing Shares”      | up to 1,524,224,000 new Shares to be allotted and issued pursuant to the terms and condition of this Agreement which will rank pari passu in all respects with the Shares in issue as at the date of allotment and issue of the Placing Shares |
| “Securities Act”      | the Securities Act of 1933, as amended, of the United States of America                                                                                                                                                                        |

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|-------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| “Sensitive Information” | all information received from the other concerning the subject activity/transaction which is necessary for the Placing Agent to fulfill its responsibilities as set out in this Agreement |
| “SFC”                   | the Securities and Futures Commission of Hong Kong                                                                                                                                        |
| “Shares”                | ordinary shares of HK\$0.01 each in the capital of the Company                                                                                                                            |
| “General Mandate”       | a General Mandate to be sought from the shareholders of the Company for the allotment and issue of Placing Shares                                                                         |
| “Stock Exchange”        | The Stock Exchange of Hong Kong Limited                                                                                                                                                   |
| “Warranties”            | the representations, warranties and undertakings set out in Clause 8                                                                                                                      |
| “HK\$”                  | Hong Kong dollars, the lawful currency of Hong Kong                                                                                                                                       |
- 1.2 Words and expressions defined in the Companies Ordinance shall unless the context otherwise requires have the same meanings in this Agreement.
- 1.3 In this Agreement, including the Recitals:
- (1) references to recitals, clauses and paragraphs (other than to a schedule to a statutory provision) are to recitals, clauses and paragraphs of this Agreement;
  - (2) a reference to a statute or statutory provision includes a reference:
    - (a) to that statute or statutory provision as from time to time modified or re-enacted;
    - (b) to any repealed statute or statutory provision which it re-enacts (with or without modification); and
    - (c) to any subordinate legislation made under the relevant statute;
  - (3) references to the singular include references to the plural and vice versa;
  - (4) references to any gender include references to all genders;
  - (5) references to persons include references to bodies corporate, unincorporated associations and partnerships; and
  - (6) headings to clauses are for convenience only and do not affect interpretation of this Agreement.

## **2. APPOINTMENT OF THE PLACING AGENT**

- 2.1 The Company hereby appoints the Placing Agent, upon and subject to the terms and conditions of this Agreement in particular, as its placing agent to procure Placee(s) to subscribe for the

Placing Shares at the Placing Price (together with CCASS stock settlement fee and brokerage (if any), such transaction levy as may be payable by the Placee(s) to the SFC for the Placing Shares and such trading fee as may be payable by the Placee(s) to the Stock Exchange for the Placing Shares) on a best efforts basis. The Placing Shares shall be offered by way of Placing Letter by the Placing Agent to the Placee(s) (other than as agreed between the Placing Agent and the Company). The Placing Agent may in turn appoint its sub-placing agent(s) to procure the purchasers to subscribe for the Placing Shares.

- 2.2 The Company hereby confirms that the foregoing appointment confers on the Placing Agent in accordance with the provision hereof all powers, authorities and discretions on the Company's behalf which are necessary for, or reasonably incidental to the Placing (including the power and authority to delegate its functions hereunder to any other person or persons to act as agent or agents of the Placing Agent) and hereby agrees to ratify and confirm everything which the Placing Agent shall lawfully and reasonably do or have done pursuant to or in anticipation of the terms of this Agreement.

### **3. CONDITION**

- 3.1 The obligations of the Placing Agent under Clause 2 and the obligations of the Company under Clause 7 are conditional upon:

- (a) the Admission being obtained;
- (b) the Company having complied with all requirements under the Listing Rules in respect of the Placing and the General Mandate; and
- (c) the Company having obtained all necessary consents, authorisations and approvals for the Placing in accordance with the applicable laws, regulations and rules (including the Listing Rules), including but not limited to the approval of the shareholders of the Company granting the General Mandate.

- 3.2 Each of the Company and the Placing Agent shall use their respective best endeavours to procure the satisfaction of the condition set out in Clause 3.1 by 4 August 2025 or such later date as the parties hereto may agree in writing, but if the condition shall not be so satisfied, all obligations of the Placing Agent and of the Company hereunder shall cease and determine and none of the parties hereto shall have any claim against the other in relation thereto.

### **4. DELIVERY OF DOCUMENTS**

The Company shall as soon as practicable following execution of this Agreement deliver or procure to be delivered to the Placing Agent (to the extent that the Placing Agent has not already received the same) a certified copy of the minutes of the meeting of the Board at which resolutions were passed approving and authorizing, subject to the fulfilment of the conditions under Clause 3.1, the application for the Admission, the publication of the Announcement and the execution and completion of this Agreement by the Company.

### **5. ANNOUNCEMENT**

The Company shall release the Announcement for publication as soon as practicable after execution of this Agreement, amended as may be agreed between the Company and the Stock Exchange.

### **6. LISTING**

The Company undertakes to the Placing Agent that it will apply to the Listing Committee for the Admission and the Placing Agent agrees to sign any documents or take any action as may be required in connection with such application for the Admission.

**7. COMPLETION**

7.1 Completion shall take place at 4:00 p.m. at the office of the Placing Agent on the fifth Business Day after the fulfillment of the condition set out in Clause 3.1 (or such other date as the parties hereto may agree in writing).

7.2 As soon as practicable and in any event no later than the day which is two Business Days before the Completion Date, the Placing Agent will deliver to the Stock Exchange (and/or the SFC, if requested) details of the Placee(s) procured by it to subscribe for the Placing Shares including, inter alia, their names and addresses and the number of Placing Shares which they have respectively agreed to subscribe, and (if requested by the Stock Exchange and/or the SFC) together with acknowledgments signed by each of the Placees confirming, inter alia, that such Placee (and any of their nominees or beneficial owners) is independent of and not connected with the Company, any promoter(s), director(s), supervisor(s), chief executive(s), substantial shareholder(s) (as defined in the Listing Rules) of the Company or any of its subsidiaries or their respective associates (as defined in the Listing Rules).

7.3 At Completion:

- (1) the Placing Agent will transfer immediately available cleared fund to an account as the Company may direct such sum equivalent to the aggregate amount payable for the total number of Placing Shares sold on behalf of the Company less all fees payable to the Placing Agent under Clause 10;
- (2) the Company shall allot and issue the Placing Shares to the Placee(s) and/or the Placing Agent in accordance with the details delivered by the Placing Agent to the Company pursuant to Clause 7.2 and shall register such Placee(s) and/or the Placing Agent as holders of the Placing Shares on the Completion Date; and
- (3) on the day of Completion (or, if later, immediately following deposit of the sum into the account of the Company (or its nominee) referred to in Clause 7.3(1)), the Company shall deliver or cause to be delivered to the Placing Agent the share certificates in respect of the Placing Shares placed by it (each in a form complying with the Listing Rules) in favour of the persons so registered pursuant to Clause 7.3(2) and in accordance with their respective entitlements thereto or, where the Placing Agent has designated an investor participant or CCASS participant stock account for deposit of the Placing Shares, the Company shall deliver or cause to be delivered the Placing Shares through the CCASS for immediate credit to such participant stock accounts and evidence to the satisfaction of the Placing Agent and such documents and instructions required to effect the crediting of such Placing Shares in favour of the persons so registered have been signed or given, as the case may be.

**8. REPRESENTATIONS AND WARRANTIES**

The Company represents and warrants to the Placing Agent that:

- (1) the Company is duly incorporated and is validly existing under the laws of Cayman Islands;
- (2) the entire existing issued share capital of the Company is listed on the Stock Exchange and will continue to be listed on the Stock Exchange on the Completion Date and the Company is not aware of any circumstances whereby such listing will be cancelled or revoked;
- (3) subject to the fulfillment of the condition set out in Clause 3.1, the Company has full power and authority to issue the Placing Shares;
- (4) subject to the fulfillment of the condition set out in Clause 3.1, the issue of the Placing Shares will not cause any breach of any agreement to which it is a party or by which it is bound and will not infringe or exceed any limits on, powers of, or restrictions on the terms of any contract, obligation or commitment of the Company, the effect of such breach is to materially and adversely affect the financial condition of the Group (taking as a whole);
- (5) with respect to all announcements, circulars, interim and annual reports issued by the Company to the Stock Exchange and/or the shareholders of the Company since the publication of the announcement of the Company relating to the annual results of the Company for the year ended 31 March 2025 (the “**Previous Announcements**”), all statements of fact contained therein were true, accurate and not misleading in any material respect and all expressions of opinion or intention contained therein were made on reasonable grounds after due and careful enquiries and were truly and honestly held by the directors of the Company and were fairly based and there were no other facts known to the directors of the Company the omission of which would make any such statement or expression in any of the Previous Announcements misleading in any material respect;
- (6) save as disclosed in the Previous Announcements, the Company has not received any notice from the Stock Exchange, the SFC or other regulatory bodies alleging that it is in breach of any rules, regulations or requirements of the Stock Exchange, the SFC and such regulatory bodies and which would materially and adversely affect the financial condition of the Group (taken as a whole);
- (7) save as disclosed in the Previous Announcements or disclosed to the Placing Agent, the Group is not engaged in any litigation, arbitration or governmental proceeding which (individually or in aggregate) is likely to have a material effect on the financial or trading position of the Group and no such litigation, arbitration or proceeding are threatened in writing or pending in the context of the Placing;
- (8) the Placing Shares, when issued, will be fully paid up and will rank pari passu in all respects with the other Shares in issue as at the date of allotment and issue of the Placing Shares and the Placing Shares, when issued, will be free from all liens, charges, encumbrances, claims, options or other third party rights together with all rights attaching thereto as at the date of allotment and issue of the Placing Shares;
- (9) the Company shall not, and shall procure that no member of the Group shall at any time prior to or on the Completion Date, do or omit to do anything which may cause any of the representations, warranties and undertakings set out in this Clause to be untrue in any material respect;

- (10) the foregoing representations, warranties and undertakings shall be deemed to be repeated on the Completion Date as if given or made on such date, with reference in each case to the facts and circumstances then subsisting and shall remain in full force and effect notwithstanding Completion. The Company undertakes to notify the Placing Agent of any matter or event coming to its attention prior to the Completion Date which shows any of the representations, warranties and undertaking to be or to have been untrue, inaccurate or misleading in any material respect.

## **9. INDEMNITY**

The Company undertakes to indemnify the Placing Agent, against all and any direct costs, expenses (including reasonable and proper legal fees incurred), fees, claims, actions, liabilities, demands, proceedings or judgments (including, but not limited to, all such direct losses, costs, charges or expenses suffered or incurred in disputing or defending any proceedings and/or in establishing their rights to be indemnified pursuant to this Clause) brought or established against the Placing Agent by any Placee or by any governmental agency, regulatory body or other person:

- (1) arising out of or in connection with any material breach of any of the warranties and representations contained in Clause 8; or
- (2) which are directly occasioned by or resulting from or attributable to the performance by the Placing Agent of its obligations under this Agreement,

and which does not in any such case arise from or in connection with the Placing Agent's fraud, negligence or default as finally judicially determined by a court of competent jurisdiction.

## **10. PLACING FEE**

- 10.1 In consideration of the services of the Placing Agent in relation to the Placing and provided that completion of this Agreement occurs in accordance with Clause 7, the Company shall pay to the Placing Agent a commission of 1.5% of the aggregate Placing Price of the Placing Shares placed by the Placing Agent on behalf of the Company in pursuance of its obligations herein which the Placing Agent is hereby authorised to deduct from the payment to be made by it to the Company at Completion pursuant to Clause 10.2.

- 10.2 In addition to the placing commission referred to in Clause 10.1, subject to Clause 10.3, the Placing Agent shall notify the Company of the breakdown of the charges, fees, and expenses to be incurred for the Placing and payable by the Company:

- (1) the Company shall pay all fees payable to the Stock Exchange arising from the creation and issuance of the Placing Shares in accordance with the terms of this Agreement, any and all fees payable to the SFC, and all charges, fees and expenses of the Company's share registrar including (without limitation) their fees and expenses in allotting and issuing the Placing Shares, and the issuance of definitive share certificates therefor, to the Placee(s) or, where applicable, the Placing Agent or its nominees, all of which amounts the Placing Agent is hereby authorised to deduct from the payment to be made by it to the Company pursuant to this Agreement; and
- (2) the Company shall bear the Placing Agent's out-of-pocket expenses (including but not limited to fees charged by the SFC in respect of CCASS transactions and other expense of not more than HK\$5,000 with the Company's prior approval) reasonably and properly incurred by the Placing Agent in relation to the Placing, which, if ascertained

and upon providing written proof of such expenses to the Company at Completion, the Placing Agent is hereby authorised to deduct from the payment to be made to the Company pursuant to this Agreement.

- 10.3 Without prejudice to the generality of Clause 10.2(1), the Company will be responsible to pay all costs and expenses (including legal expenses) incurred by it in connection with:
- (1) the preparation and release of the Announcement and the negotiation, preparation and completion of this Agreement; and
  - (2) the issue of the Placing Shares (excluding any trading fee and transaction levy as may be payable by the Placee(s) to the Stock Exchange and the SFC respectively for the Placing Shares).
- 10.4 Payment of the amounts referred to in Clause 10.2(2) to the extent they have been reasonably and properly incurred, shall be made by the Company to the Placing Agent whether or not Completion takes place.

## **11. ANNOUNCEMENTS**

Save as to any applicable laws and/or requirements of the Stock Exchange or other regulatory authorities, none of the parties hereto shall, directly or indirectly, make any announcement other than the Announcement in relation to this Agreement or any matter ancillary thereto without the prior written consent of the other (such consent not to be unreasonably withheld or delayed).

## **12. UNDERTAKINGS BY THE PLACING AGENT**

- 12.1 The Placing Agent represents, warrants and undertakes to the Company that:
- (1) in each jurisdiction in which the Placing Agent solicits subscription for the Placing Shares the Placing Agent will do so in accordance with all relevant laws or regulations in force in such jurisdiction. The Placing Shares shall not be offered to or placed in circumstances which would constitute an offer to the public in Hong Kong within the meanings of the Companies Ordinance or in any other place or in any manner in which the securities laws or regulations of any place may be applicable or infringed;
  - (2) to the best knowledge, information and belief of the Placing Agent (after due and careful enquiries), the Placee(s) and their respective ultimate beneficial owners will be third party(ies) independent of, and not connected with, the Company, any director(s), chief executive(s) or substantial shareholder(s) (as defined in the Listing Rules) of the Company or any of its subsidiaries or their respective associates (as defined in the Listing Rules);
  - (3) the Placing Agent will make available and promptly supply, or procure the relevant Placee(s) to make available and promptly supply, to the Stock Exchange and the SFC or any other regulatory authority all information in relation to the Placee(s) which may be required by the Stock Exchange, the SFC and/or any other regulatory authority;
  - (4) the Placing Agent will ensure the fulfillment and compliance of all applicable rules and regulations of the Stock Exchange and all applicable laws in relation to its role as

placing agent for the Placing, and, if required, will issue appropriate written confirmation of such fulfillment and compliance;

- (5) the Placing Agent will not make any representations, or warranty on behalf of the Company unless the same is contained in the Announcement or any other public announcement to be issued by the Company in relation to the Placing;
- (6) the Placing Agent has not made and shall not make to any person to whom the Placing Shares may be offered any representation or statement regarding any member of the Group or the financial or business position or prospects of any member of the Group which was not or is not, at the time of making the same, disclosed to the public in writing;
- (7) the Placing Agent is duly incorporated and validly exist under the laws of the place of its incorporation and the Placing Agent has power under its constitutional documents to permit its entry into this Agreement in the manner set out herein;
- (8) no authorization, consent, approval or notification required for the purposes of or as a consequence of the Placing either from governmental, regulatory or other public bodies (including without limitation, the SFC) or authorities or courts or from any third party pursuant to any contractual or other arrangement to which the Placing Agent is party that has not already been obtained; and
- (9) without prejudice to the generality of the above, as the Placing Shares have not been and will not be registered under the Security Act, they may not be offered, sold, transferred and delivered within the United States except pursuant to an exemption from, or in a transaction not subject to, the registration requirement of the Securities Act, and accordingly the Placing Shares have not been or will not be offered or sold to a buyer in the United States, except to those persons it reasonably believes to be qualified institutional buyers (as defined in Rule 144A under the Securities Act). Neither the Placing Agent nor any person acting on its behalf has engaged or will engage in any directed selling efforts (as defined in Regulation S under the Securities Act) in the United States or any form of general solicitation or general advertising (each as used in Rule 502(c) of Regulation D under the Securities Act) with respect to Placing Shares.

12.2 The Placing Agent undertakes to the Company that it will:

- (1) procure Placee(s) only in the course of communications with them over the telephone and without the despatch of documents until after legally binding commitments (which shall in all cases be conditional on the condition set out in Clause 3.1 of this Agreement to the extent that such condition has not been satisfied) to subscribe for the Placing Shares have been obtained from each Placee(s) in the course of such communications; and
- (2) confine all statements it makes during the course of these communications strictly within the limits of the information contained in the Announcement.

12.3 The Placing Agent will procure that any sub-placing agent or other person through whom it may effect the Placing or offer any Placing Shares shall observe the foregoing provisions of this Clause 12 as if the same are applicable to the sub-placing agent.

**13. FORCE MAJEURE**

- 13.1 The Placing Agent may, in its reasonable opinion, after consultation with the Company, terminate this Agreement by notice in writing to the Company at any time up to 8:00 a.m. on the Completion Date if:
- (1) there is any material change in national, international, financial, exchange control, political, economic conditions in Hong Kong which in the reasonable opinion of the Placing Agent would be materially adverse in the consummation of the Placing; or
  - (2) there is any material breach of the warranties, representations and undertakings given by the Company in this Agreement and such breach is considered by the Placing Agent on reasonable grounds to be material in the context of the Placing; or
  - (3) there is any material change (whether or not forming part of a series of changes) in market conditions which in the reasonable opinion of the Placing Agent would materially and prejudicially affect the Placing or makes it inadvisable or inexpedient for the Placing to proceed; or
  - (4) any statement contained in the Previous Announcements has become or been discovered to be untrue, incorrect or misleading in any material respect which in the reasonable opinion of the Placing Agent would be materially adverse in the consummation of the Placing.
- 13.2 The Company may, in its reasonable opinion, after consultation with the Placing Agent, terminate this Agreement by notice in writing to the Placing Agent at any time up to 8:00 a.m. on the Completion Date if there is a breach of the warranties, representations and undertakings given by the Placing Agent in this Agreement and such breach is considered by the Company on reasonable grounds to be material.
- 13.3 Upon termination of this Agreement pursuant to this Clause 13, all liabilities of the parties hereto hereunder shall cease and determine and no party hereto shall have any claim against the other party in respect of any matter or thing arising out of or in connection with this Agreement save in respect of any antecedent breach of any obligation under this Agreement.

**14. GENERAL PROVISIONS RELATING TO AGREEMENT**

- 14.1 Any date or period in this Agreement may be changed by written agreement of the parties but as regards any date or period (whether or not amended or changed as aforesaid) time shall be of the essence of this Agreement.
- 14.2 Each of the parties hereto undertakes to the other to execute all such documents and to do or procure to be done all such other acts and things as may be necessary to give the other party the full benefit of this Agreement.
- 14.3 This Agreement shall be binding on and endure for the benefit of the successors of the parties but assignment may only be made after prior written consent of the other party has been given.
- 14.4 Any right or remedy conferred on any party for breach of this Agreement (including the breach of any representations and warranties) shall be in addition and without prejudice to all other

rights and remedies available to it in respect of that breach and the exercise of or failure to exercise any right or remedy in respect of such breach shall not, save as provided herein, constitute a waiver by such party of any other right or remedy it may have in respect of that breach.

- 14.5 Any provision of this Agreement which is capable of being performed after Completion but which has not been performed at or before Completion and all the representations and warranties contained in this Agreement shall remain in full force and effect notwithstanding Completion.
- 14.6 This Agreement constitutes the entire agreement between the parties hereto with respect to its subject matter (no party having relied on any representation or warranty made by the other party with respect thereto which is not contained in this Agreement) and this Agreement supersedes all and any previous agreements, arrangements or understandings between the parties hereto relating to the matters referred to in this Agreement and all such previous agreements, arrangements or understandings (if any) shall cease and determine with effect from the date hereof.
- 14.7 No variation of this Agreement shall be effective unless made in writing and signed by each of the parties hereto.
- 14.8 If at any time any provision of this Agreement is or becomes illegal, void or unenforceable in any respect, the remaining provisions hereof shall in no way be affected or impaired thereby.
- 14.9 This Agreement may be executed by the parties hereto in any number of counterparts and on separate counterparts, each of which when so executed shall be deemed an original but all of which shall constitute one and the same instrument and be binding on all parties. Any party executing this Agreement on a facsimile copy counterpart shall deliver the original of the counterpart to the another party within two days after the same was sent by facsimile.

## **15. CONFIDENTIALITY CLAUSE**

Each party to this agreement shall keep strictly confidential all the Sensitive Information. Sensitive Information shall only be used in connection with the subject activity/transaction and/or the fulfilment of the Placing Agent's responsibilities and shall not be disclosed by any party (save to professional advisers or sub-agent (where applicable) who shall also be required to keep any such information confidential) without prior written consent of the other party.

## **16. NOTICES**

- 16.1 **Addresses:** All notices delivered hereunder shall be in writing in the English language and shall be communicated to the following addresses:

If to the Company, to:

**Hao Tian International Construction Investment Group Limited**  
Rooms 2510-2518, 25/F, Shui On Centre, 6-8 Harbour Road, Wan Chai, Hong Kong  
Facsimile : (852)  
Attention : Mr. Fok, Eric Chi Tak

If to the Placing Agent, to:

**Hao Tian International Securities Limited**

Rooms 2510-2518, 25/F, Shui On Centre, 6-8 Harbour Road, Wan Chai, Hong Kong

Facsimile : (852)

Attention : Mr. Bruce Lam

- 16.2 Any such notice shall take effect in the case of delivery by hand upon delivery, and in the case of facsimile, on production of a transmission report by the machine from which the facsimile was sent which indicates that the facsimile was sent in its entirety to the facsimile number of the recipient specified in Clause 16.1.

**17. GOVERNING LAW, JURISDICTION AND SERVICE OF PROCESS**

- 17.1 This Agreement shall be governed by, and construed in accordance with, the laws of Hong Kong.
- 17.2 Any dispute, controversy, difference or claim arising out of or relating to this Agreement, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre ("HKIAC") under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted. The law of this arbitration clause shall be Hong Kong law. The seat of arbitration shall be Hong Kong. The number of arbitrators shall be three. The arbitration proceedings shall be conducted in English. This Agreement may be executed by any one or more of the parties hereto in any number of counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute one and the same instrument.
- 17.3 Each party hereto agrees that without preventing any other mode of service, any document in an action (including, but not limited to, any writ of summons or other originating process or any third or other party notice) may be served on any party by being delivered to or left for that party at its address for service of notices under Clause 16 and each party hereto undertakes to maintain such an address at all times in Hong Kong and to notify the other party in advance of any change from time to time of the details of such address in accordance with the manner prescribed for service of notice under Clause 16.
- 17.4 A person who is not a party to this Agreement has no right under the Contracts (Right of Third Parties) Ordinance (Cap.623 of the Laws of Hong Kong) to enforce or to enjoy the benefit of any term of this Agreement. For the avoidance of doubt, the consent of any person who is not a party to this Agreement is not required to rescind, vary or terminate this Agreement at any time.

for and on behalf of

**HAO TIAN INTERNATIONAL CONSTRUCTION  
INVESTMENT GROUP LIMITED**

in the presence of:

)  
) *For and on behalf of*  
) Hao Tian International Construction Investment Group Limited  
) 昊天國際建設投資集團有限公司  
)   
) .....  
) *Authorized Signature(s)*

**THE PLACING AGENT**

**SIGNED** by

for and on behalf of

**HAO TIAN INTERNATIONAL  
SECURITIES LIMITED**

in the presence of:

)  
) *For and on behalf of*  
) Hao Tian International Securities Limited  
) 昊天國際證券有限公司  
)   
) .....  
) *Authorized Signature(s)*

