

SALE AND PURCHASE AGREEMENT

This Sale and Purchase Agreement (hereinafter referred to as “this Agreement”) is made on 27 November 2025, by and between the following parties:

1. the Vendor: Mr. YIP Man Chun, holder of HKID card no. K429020(8) and his residential address at 19B, Tower 12, Wonderland Villas, Kwai Chung, New Territories, Hong Kong, as vendor;
2. the Purchaser: Kelca Limited, a company incorporated in Hong Kong with limited liability, with its registered office situated at Room 1101, 11/F., Metropole Square, No. 2 On Yiu Street, Shek Mun, Shatin, New Territories, Hong Kong (BRN No.: 74232055), as purchaser;
3. the Target Company: Smart Building Management System Limited, a company incorporated in Hong Kong with limited liability, with its registered office situated at Room 1602, 16/F., Treasure Centre, 42 Hung To Road, Kwun Tong, Kowloon, Hong Kong (BRN No.: 73920304). As at the date of this Agreement, its issued share capital is HK\$10,000 divided into 10,000 shares of HK\$1 each.

(The above parties hereinafter are referred to as “Parties” collectively and as “Party” individually.)

NOW, pursuant to the Laws of Hong Kong and other related laws and regulations, and in consideration of the premises and mutual covenants herein contained, the Parties hereby agree as follows:

Acquisition

Pursuant to the following terms and conditions, the Vendor has agreed to sell and the Purchaser has agreed to purchase 6,000 shares of the Target Company (the “Sale Shares”), representing 60% of the issued share capital of the Target Company (the “Acquisition”).

Consideration

The Consideration for the Acquisition shall be HK\$7,500,000, which shall be settled by the Purchaser within 15 business days after Completion (the “Completion Date”).

Terms and Conditions

Completion of the Acquisition is conditional upon the fulfillment on or before 30 days from the date of this Agreement (or such other date as the Parties may agree in writing) (the "Long Stop Date"), or waiver (where applicable) by the Parties, of the following Conditions:

- a. the Purchaser, in its sole and absolute discretion, being satisfied with the results of the legal and financial due diligence conducted in respect of the Target Company;
- b. the Vendor having proved that it has a good title to the Sale Shares, free from all Encumbrances;
- c. to the best of the Vendor's knowledge, there being no material breach of any relevant laws, regulations or licensing requirements of any existing approvals or consents by the Target Company;
- d. no material adverse change in the equity interest (save for any change contemplated under this Agreement), operation, financial or trading conditions of the Target Company having occurred after 30 September 2025 (being the date of the latest management accounts of the Target Company made up to) and before or on the Completion Date; and
- e. the warranties remaining true, accurate and not misleading in all respects before and on the Completion Date.

Completion

Subject to the fulfilment (or waiver) of all the above Conditions on the Long Stop Date and subject to and upon the above Conditions, Completion shall take place on the Completion Date.

Upon Completion, the Target Company will be owned as to 60% by the Purchaser and as to 40% by the Vendor.

Representations and Warranties of the Vendor

- a. The Vendor under this Agreement lawfully owns to cession equity, and ensure its will on after this Agreement is signed actively cooperate with the Purchaser to deal with equity transfer approval and registration procedures for the Sale Shares;
- b. The Vendor have full and unencumbered title to the transferred equity interest of the Sale Shares (the "Transferred Equity Interest"), which shall be free and clean of any mortgage, pledge or any other types of encumbrances;
- c. Upon execution of this Agreement and as of the completion of the registration of the Transferred Equity Interest with the Registration Authority, there is not and there will

not be any suit, action, prosecutions, or any other proceedings that may involve the Transferred Equity Interest or the lawfulness of the Equity Interest Transfer;

- d. The Vendor have taken all appropriate and necessary corporate actions to approve and authorize the execution and performance of this Agreement.

Representations and Warranties of the Purchaser

- a. The Purchaser is a legal person established in accordance with the laws and regulations of Hong Kong;
- b. The Purchaser has taken all appropriate and necessary enterprise and legal actions to approve and authorize the execution and performance of this Agreement;
- c. Execution and performance of this Agreement will not violate any provision of applicable laws or regulations, or any judgment, award, contract, agreement, or other instrument binding upon it.

Force Majeure

Neither Party shall be responsible for any failure or delay in the performance of any obligation imposed upon it hereunder nor shall such failure or delay be deemed to be a breach of this Agreement if such failure or delay is due to circumstances of any nature whatsoever which is beyond its reasonable control and is not preventable by reasonable diligence on its part.

Confidentiality

The Parties guarantee to keep confidential any documents and information belonging to the other Party that are learned during the discussion, signing, and execution of this Agreement and cannot be obtained from public sources (including trade secrets, company plans, operational activities, financial information, technical information, business information, and other trade secrets). Without the consent of the original provider of such documents and information, they shall not be disclosed to any third party except to the parties to this Agreement and their employees, lawyers, and professional advisors, unless otherwise stipulated by laws, regulations, or agreed upon by both parties. The confidentiality period is 6 months.

Applicable Law and Settlement of Disputes

This Agreement shall be governed by and interpreted in accordance with the laws of Hong Kong and is written and executed in English only.

Any disputes arising from or related to this Agreement shall be resolved through negotiation between the Parties. If negotiation fails, the dispute shall be submitted to the judicial authorities in Hong Kong for arbitration.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives on the date first written above.

SIGNED by Mr. YIP Man Chun)
(the Vendor) in the presence)
of : -)

SIGNED by Mr. NG Chun Chung)
for and on behalf of KELCA LIMITED)
(the Purchaser) in the presence)
of : -)

SIGNED by Mr. YIP Man Chun)
for and on behalf of SMART BUILDING)
MANAGEMENT SYSTEM LIMITED)
(the Target Company) in the presence)
of : -)