DATED 14 OCTOBER 2026

JIADING INTERNATIONAL GROUP HOLDINGS LIMITED
(as the "Company")

AND

I WIN SECURITIES LIMITED
(as the "Placing Agent")

PLACING AGREEMENT

in relation to the placing of Unsubscribed Rights Shares and the ES Unsold Rights Shares

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THIS PLACING AGREEMENT is made on 14 October 2026.

BETWEEN:

(1) **JIADING INTERNATIONAL GROUP HOLDINGS LIMITED**, a company incorporated in Bermuda whose principal place of business in Hong Kong is situated at Room 2004B Kai Tak Commercial Building 317-319 Des Voeux Road Central Hong Kong (the "**Company**"); and

(2) **I WIN SECURITIES LIMITED**, whose principal place of business in Hong Kong is situated at Room 3001-3002, 30/F, China Insurance Group Building, 141 Des Voeux Rd Central, Central, Hong Kong ("**Placing Agent**").

WHEREAS:

(A) As at the date hereof, the Company has an authorised share capital of HK$100,000,000 divided into 50,000,000,000 Ordinary Shares of HK$0.002 each, of which 41,595,175 Shares have been issued and are fully paid or credited as fully paid.

(B) The Company proposes to raise funds by way of the Rights Issue and to offer the Rights Shares for subscription by way of rights to the Qualifying Shareholders on the basis of three (3) Rights Shares for every one (1) Share held on the Record Date at the Subscription Price payable in full on acceptance or otherwise on the terms and subject to the conditions set out in the Prospectus. The Rights Issue will raise up to approximately HK$56.2 million before expenses by way of a rights issue of up to 124,785,525 Rights Shares (assuming no change in the number of issued Shares up to the Record Date) at the Subscription Price.

(C) The Placing Agent has agreed to procure, as agent of the Company, the Placee(s), as subscribers on a best efforts basis for the Placing Shares upon the terms and subject to the conditions set out in this Agreement.

(D) Application shall be made by the Company to the GEM Listing Committee of the Stock Exchange for listings of, and permissions to deal in, the Rights Shares in their nil-paid and fully-paid forms.

IT IS HEREBY AGREED as follows:

1. DEFINITION

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

"Affiliates"	in relation to a particular company, any company or other entity which is its holding company or subsidiary, or any other subsidiary of its holding company
"AFRC"	Accounting and Financial Reporting Council
"Announcement"	the announcement to be made by the Company concerning the Rights Issue
"associates"	has the meaning ascribed to it under the GEM Listing Rules
"Business Day"	a day (excluding Saturday and Sunday and any day on which "extreme conditions" caused by super typhoons is announced by the Government of Hong Kong or a tropical cyclone warning signal no. 8 or above is hoisted or remains hoisted between 9:00 a.m. and 12:00 noon and is not lowered at or before 12:00 noon or on which a "black" rainstorm warning is hoisted or remains in effect between 9:00 a.m. and 12:00 noon and is not discontinued at or before 12:00 noon) on which licensed banks in Hong Kong are open for general business
"CCASS"	the Central Clearing and Settlement System established and operated by Hong Kong Securities Clearing Company Limited
"Companies Ordinance"	the Companies (Winding Up and Miscellaneous Provisions) Ordinance, Chapter 32 of the Laws of Hong Kong
"connected person"	has the meaning ascribed to it under the GEM Listing Rules
"ES Unsold Rights Share(s)"	the Rights Share(s) which would otherwise has/have been provisionally allotted to the Excluded Shareholder(s) in nil-paid form that has/have not been sold by the Company
"Excluded Shareholder(s)"	those Overseas Shareholder(s) whom the Directors, after making enquiries, consider it necessary, or expedient not to offer the Rights Shares to such Shareholder(s) on account either of legal restrictions under the laws of the relevant place or the requirements

	of the relevant regulatory body or stock exchange in that place
"GEM"	GEM operated by the Stock Exchange
"GEM Listing Rules"	the Rules Governing the Listing of Securities on GEM
"Group"	the Company and the Subsidiaries
"HK$"	Hong Kong dollar, the lawful currency of Hong Kong
"Hong Kong"	the Hong Kong Special Administrative Region of The People's Republic of China
"Independent Third Party(ies)"	person(s) who is(are) third party(ies) independent of the Company and its connected persons
"Latest Placing Date"	Tuesday, 12 January 2027 or such later date as the Company and the Placing Agent may agree in writing, being the latest date for the Placing Agent to place the Unsubscribed Rights Shares and/or the ES Unsold Rights Shares
"Latest Placing Time"	6:00 p.m. on the Latest Placing Date
"Long Stop Date"	Wednesday, 13 January 2027 or such later date as may be agreed between the Placing Agent and the Company in writing
"Memorandum and Bye-Laws"	the memorandum and bye-laws for the time being of the Company
"No Action Shareholders"	Qualifying Shareholders who do not subscribe for the Rights Shares (whether partially or fully) under the Provisional Allotment Letter(s) or their renouncees, or such persons who hold any nil-paid rights at the time such nil-paid rights are lapsed
"Overseas Shareholder(s)"	the Shareholder(s) with registered addresses on the register of members of the Company which are outside Hong Kong on the Record Date
"Placee(s)"	any individuals, corporate, institutional investor(s) or other investor(s), who and whose ultimate beneficial owner(s) shall be Independent Third Party(ies), procured by the Placing Agent and/or Sub-Placing

	Agents, who and whose ultimate beneficial owners shall be Independent Third Party(ies), to subscribe for any of the Unsubscribed Rights Shares and the ES Unsold Rights Shares pursuant to the Placing Agreement
"Placing"	the offer by way of private placing of the Unsubscribed Rights Shares and the ES Unsold Rights Shares by the Placing Agent and/or Sub-Placing Agents, who and whose ultimate beneficial owners shall be Independent Third Party(ies), to the Placee(s) during the Placing Period on the terms and subject to the conditions set out in this Agreement
"Placing Completion"	completion of the Placing under this Agreement
"Placing Period"	a period commencing from the Business Day after the date of announcement of the number of Unsubscribed Rights Shares and the ES Unsold Rights Shares, which is expected to be Tuesday, 5 January 2027, and ending at the Latest Placing Time
"Placing Price"	The placing price of each of the Unsubscribed Rights Shares and/or the ES Unsold Rights Share (as the case maybe) which shall not be less than the Subscription Price. The final price determination shall depend on the demand and market conditions of the Unsubscribed Rights Shares and the ES Unsold Rights during the process of placement.
"Placing Shares"	All the Unsubscribed Rights Shares and the ES Unsold Rights Shares
"Prospectus"	a document relating to the Rights Issue to be despatched to Shareholders whose names appear on the register of members of the Company on the Record Date
"Prospectus Documents"	the Prospectus and the Provisional Allotment Letter(s)
"Provisional Allotment Letter(s)"	the provisional allotment letter(s) proposed to be issued to the Qualifying Shareholders in connection with the Rights Issue
"Qualifying	the Shareholder(s) other than the Excluded

Shareholders"	Shareholder(s) whose name(s) appear(s) on the register of members of the Company on the Record Date
"Record Date"	Thursday, 10 December 2026 or such other date as may be determined by the Company, being the date for determining entitlements of Shareholders to participate in the Rights Issue
"Rights Issue"	the proposed issue by way of rights of the Rights Shares at the Subscription Price on the basis of three (3) Rights Shares for every one (1) Share held on the Record Date to the Qualifying Shareholders upon the terms and conditions herein and is more particularly described in the Announcement and the Prospectus Documents
"Rights Shares"	Up to 124,785,525 new Shares (assuming no change in the number of issued Shares up to the Record Date) proposed to be allotted and issued by the Company to the Qualifying Shareholders for subscription pursuant to the Rights Issue
"SFC"	the Securities and Futures Commission of Hong Kong
"Share(s)"	ordinary share(s) of par value HK$0.002 each in the capital of the Company
"Shareholder(s)"	Holder(s) of the Shares
"Stock Exchange"	The Stock Exchange of Hong Kong Limited
"Subscription Price"	the price of HK$0.45 per Rights Share
"Subsidiaries"	has the meaning ascribed to it under the GEM Listing Rules
"Sub-Placing Agents"	sub-placing agents for the Placing Shares as the Placing Agent or any sub-placing agents may procure
"Takeovers Code"	The Hong Kong Code on Takeovers and Mergers
"Unsubscribed Rights Shares"	Rights Shares that are not subscribed by the Qualifying Shareholders

"%" per cent

1.2 Headings are for convenience only and shall not affect the definition of this Agreement.

1.3 References to the singular number include the plural and vice versa and references to one gender include every gender.

1.4 References to Clauses, Exhibits and Recitals are to clauses, exhibits and recitals to this Agreement.

1.5 References in this Agreement to time are to Hong Kong time.

2. PLACING OBLIGATIONS

2.1 Subject to the terms and conditions of this Agreement, the Company agrees to allot and issue the Placing Shares and the Placing Agent conditionally agrees as agent of the Company (either by itself or through its Sub-Placing Agents) to procure Placee(s) on a best efforts basis to subscribe for the Placing Shares at the Placing Price (together with all such brokerage, SFC transaction levy, AFRC levy and Stock Exchange trading fee as may be payable by such Placee(s) in relation to each such Placing Share) on the terms and subject to the conditions set out in this Agreement. For the avoidance of doubt, the Placing Price shall exclude any brokerage commission, SFC transaction levy, AFRC levy and Stock Exchange trading fee and stamp duty (if any).

2.2 The Company hereby appoints the Placing Agent as its agent to procure the Placee(s) on a best efforts basis to subscribe for the Placing Shares on the terms and subject to the conditions set out in this Agreement. The Placing Agent confirmed that it is a third party independent of the Company and its connected person. Any transaction properly carried out by the Placing Agent pursuant to this Agreement shall constitute a transaction carried out by the Placing Agent at the request of the Company and as its agent and not on account of or for the Placing Agent. The Placing Agent shall not be responsible for any loss or damage to the Company arising from any such transaction.

2.3 The Company hereby confirms that the appointment pursuant to this Agreement confers on the Placing Agent in accordance with the provisions hereof all powers, authorities and discretions on its behalf which are necessary for, or incidental to, the Placing and hereby agrees to ratify and confirm everything which the Placing Agent shall lawfully and reasonably do or have done on its behalf in relation to the Placing pursuant to or in anticipation of the terms of this Agreement.

2.4 The Placing Shares shall be offered by the Placing Agent as agent for the Company to Placee(s) who, and whose ultimate beneficial owners, are not connected persons of the Company and will be Independent Third Parties during the Placing Period.

2.5 The Company shall allot and issue the Placing Shares subject to the Memorandum and Bye-Laws pursuant to the Placing free and clear from all liens, charges, security interests, encumbrances and adverse claims together with all rights attaching thereto on and after the date of their allotment including the rights to receive all future dividends or payable or distributions thereafter declared, made or paid on the Shares.

2.6 The Placing Agent hereby warrants and undertakes to the Company that:

(a) the Placing will be a private placement of securities and not an offer to the public within the meaning of the Companies Ordinance and will be effected by telephone conversations leading to concluded contracts without the dispatch of documents until after legally binding commitments to subscribe for Placing Shares have been obtained from each Placee;

(b) it will ensure that the terms and conditions on which each Placee will subscribe for the Placing Shares, and the number of such Shares to be subscribed, are covered in precise terms and agreed with each Placee which shall be in compliance with and consistent with the terms of this Agreement and will not make any representation in connection with the Placing Shares other than contained in the Announcement or previously approved by the Company;

(c) it has not offered or sold and it shall not, directly or indirectly, offer or sell any Placing Shares or distribute or publish any documents in relation to the Placing in any country or in any jurisdiction other than Hong Kong except under circumstances that shall result in compliance with any applicable laws and all offers and sales of Placing Shares shall be made on such terms;

(d) it will use all reasonable endeavours to ensure that each of the Placee together with any party acting in concert (within the meaning of the Takeovers Code) with it or its associates, will not hold 30% or more of the voting rights in the Company immediately upon completion of the Rights Issue; and

(e) it will use all reasonable endeavours to ensure that the minimum public float requirement under Rule 11.23 of the GEM Listing Rules is maintained by the Company.

2.7 The Placing Agent may, in its absolute discretion, appoint such other persons including any of its Affiliates to be Sub-Placing Agents on behalf of the Company for the purposes of arranging for the placing of the Placing Shares with selected Placee(s), with such authorities and rights as the Placing Agent has pursuant to its own appointment under Clause 2.2.

2.8 The Unsubscribed Rights Shares will be placed by the Placing Agent to Independent Third Party(ies) on a best effort basis for the benefits of the No Action Shareholders

and Excluded Shareholders. If all or any of the Unsubscribed Rights Shares are successfully placed, any premium over the Subscription Price will be distributed to the relevant No Action Shareholders and Excluded Shareholders in such manner as the Company may determine. Any Unsubscribed Rights Shares remaining after the Unsubscribed Arrangements will not be issued by the Company.

3. WARRANTIES & UNDERTAKINGS

3.1 In consideration of the Placing Agent entering into this Agreement and agreeing to perform its obligations hereunder, the Company hereby warrants and represents to and for the benefit of the Placing Agent as follows:

(a) the information contained in the recitals to this Agreement is true and accurate and the Company has full power, authority and capacity to allot and issue the Placing Shares under its Memorandum and Bye-Laws and the directors of the Company have full power and authority to effect such allotment;

(b) all necessary consents and authorizations have been obtained to enable the Placing Shares to be allotted and issued;

(c) the Company has full power and authority to enter into and perform this Agreement and it has corporate capacity to enter into and comply with its obligations hereunder and this Agreement has been duly authorized and executed by and constitutes legally binding obligations of the Company;

(d) subject to any requirements of the Stock Exchange or SFC, as to which the Company and Placing Agent shall be entitled to satisfy itself that there is lawful authority therefore, none of the parties shall directly or indirectly, make any announcement or communication (other than the Announcement) in relation to this Agreement or any matter ancillary thereto without the prior written consent of the other party;

(e) save as previously disclosed to the public in writing, there is no litigation, arbitration or other legal proceedings in progress or pending against any member of the Group which if decided adversely to the relevant member of the Group) would have or have had a material adverse effect on the financial position of the Group (taken as a whole) or the Company and which is material in the context of the Placing;

(f) there has been no material adverse change in the financial position of the Company since the publication of its latest published audited financial statements;

(g) all statements of fact contained in the Announcement are true and accurate

in all material respects and not misleading in the context of the Placing and all statements of opinion, intention or expectation of the directors of the Company in relation to any member of the Group contained therein are truly and honestly held and have been made after due and careful consideration and there is no other fact or matter omitted therefrom the omission of which would make any statement therein misleading or which is otherwise material in the context of the Placing;

(h) save as previously disclosed to the public in writing, the Company is not in breach in any material respect in the context of the Placing of any rules, regulations or requirements of the Stock Exchange or any applicable law, decree, judgment, legislation, order, regulation, statute, ordinance, treaty or other legislative measure;

(i) the latest published audited consolidated balance sheet and profit and loss account of the Company:

(i) have been prepared on a consistent basis, save as disclosed therein, and in accordance with generally accepted accounting principles, in, and pursuant to the relevant laws of, Hong Kong; and;

(ii) show a true and fair view of the state of affairs of the Group and of its results for the period in question;

(j) save as previously disclosed to the public in writing, no member of the Group has entered into a material contract or commitment of an unusual or onerous nature which, in the context of the Placing might be material for disclosure except in the ordinary course of business and each such company has carried on its business in the ordinary and usual course;

(k) the entire existing issued share capital of the Company is listed on the Stock Exchange and as at the date of this Agreement, the Company is not aware of any circumstances whereby such listing will be suspended, cancelled or revoked on or before Placing Completion;

(l) the Placing Shares shall rank pari passu in all respects inter se and with all other Shares then in issue;

(m) the Company shall have sufficient authorized but unissued share capital on the Placing Completion date to issue and allot the Placing Shares.

3.2 The Company shall not, and shall procure that no member of the Group shall at any time prior to or on the Long Stop Date, do or omit to do anything which may cause any of the representations, warranties and undertakings set out in Clause 3.1 to be untrue.

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

(a) it has the power and authority to enter into and perform this Agreement and that this Agreement has been duly authorised and executed by it and constitutes legally, valid and binding obligations of it and in entering into this Agreement it does not do so in breach of any existing obligation or applicable legislation;

(b) it shall at all times comply with all rules, regulations and guidelines applicable to the Placing of the Stock Exchange and codes of the SFC in relation to its role as placing agent for the Placing, and, if required, will issue appropriate written confirmation of such fulfillment and compliance; and

(c) it shall make available and promptly supply, or procure the relevant Placee(s) to make available and promptly supply, all such information to the Stock Exchange and SFC about the Placee(s) as the Stock Exchange or SFC may require for the purpose of or in connection with the GEM Listing Rules and other relevant regulations.

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

4. CONDITIONS PRECEDENT

4.1 The Placing is conditional upon the fulfillment of the following conditions:

(i) the GEM Listing Committee of the Stock Exchange granting the approval for the listing of, and the permission to deal in, the Rights Shares, including the Placing Shares;

(ii) none of the representations, warranties or undertakings contained in this Agreement being or having become untrue, inaccurate or misleading in any material respect at any time before the completion, and no fact or circumstance having arisen and nothing having been done or omitted to be done which would render any of such undertakings, representations or warranties untrue or inaccurate in any material respect if it was repeated as at the time of completion; and

(iii) this Agreement not having been terminated in accordance with the

provisions thereof.

The Placing Agent may, in its absolute discretion, waive the fulfillment of all or any or any part of the Conditions (other than those set out in paragraph (i) above) by notice in writing to the Company.

4.2 The Company shall use its best endeavours to procure the fulfilment of such conditions precedent to the Placing Agreement by the Long Stop Date. If any of the conditions precedent to the Placing Agreement have not been fulfilled by the Long Stop Date or become incapable of being fulfilled (subject to the Placing Agent exercising its rights to waive or extend the time for fulfilment of such conditions), then the Placing will lapse and all rights, obligations, liabilities of the Company and the Placing Agent in relation to the Placing shall cease and determine, save in respect of any accrued rights or obligations under the Placing Agreement or antecedent breach thereof.

5. PLACING COMPLETION

5.1 Subject to the fulfillment of the conditions set out in Clause 4.1, Placing Completion shall take place at the offices of the Placing Agent within one Business Day after publication of an announcement by the Company of the number of the Unsubscribed Rights Shares and the ES Unsold Rights Shares under the Compensatory Arrangements and upon fulfilment or waiver (as the case may be) of the conditions precedent to the Placing Agreement or such other date as the Company and the Placing Agent may agree in writing.

5.2 At Placing Completion:

(a) the Placing Agent shall deliver to the Company a list of the Placee(s), the number of the Placing Shares to be subscribed by each Placee, the names, addresses and denominations (in board lots or otherwise) in which the Placing Shares are to be registered and, where relevant, the CCASS accounts to which Placing Shares are to be credited.

(b) the Company shall deliver to the Placing Agent (or such person as it may direct) the original board resolutions (or certified by the director or company secretary of the Company as true copy resolutions) evidencing the approval for the allotment and issue of the Placing Shares;

(c) the Placing Agent shall transfer to a bank account designated by the Company, by way of cashier order or cheque in Hong Kong dollars for value to the Company (or by the other method of payment as the parties hereto may agree) an amount equivalent to the aggregate sum of the Placing Shares multiplied by the Placing Price less the amounts deducted by the Placing Agent under Clause 9.1 and 9.2;

(d) the Company shall allot and issue to the Placee(s) or their nominee(s) such number of the Placing Shares subscribed by them and shall procure that the Placee(s) or their nominee(s) are registered on the branch register of members of the Company in Hong Kong in respect thereof;

(e) the Company shall deliver to the Placing Agent the definitive share certificate(s) in the form of jumbo certificate or in such denomination as the Placing Agent may instruct for the Placing Shares issued in the name of the Placee(s) or their nominee(s) in respect of such number of Placing Shares to be subscribed by them respectively and in accordance with such instructions referred to above or registered in the name of HKSCC Nominees Limited (or as the Placing Agent may otherwise direct); and

(f) where applicable, the Placing Agent shall arrange to have the Placing Shares deposited into its CCASS account and distribute the Placing Shares to the Placee(s) according to their respective entitlements thereto.

6. INTENTIONALLY LEFT BLANK

7. THE ANNOUNCEMENT

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

8. INDEMNITY

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

(i) arising out of or in connection with any breach of any of the warranties and representations contained in Clause 3.1, 3.2 or 3.3; or

(ii) which are directly occasioned by or resulting from or are attributable to the performance by the Placing Agent of its obligations under this Agreement and which does not in any such case arise from the negligence, breach of

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

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

9. COMMISSION & EXPENSES

9.1 Subject to completion of this Agreement, the Company shall, on the Placing Completion date, pay to the Placing Agent in respect of the Placing, a placing commission in the fixed sum of HK$250,000 which the Agent is hereby authorized to deduct from the payment to be made by it to the Company at the Placing Completion pursuant to Clause 5.2.

9.2 The Company will be responsible for and pay all costs and expenses (except those stated in this Agreement to be payable by the Placee(s) in connection with the Placing, including but not limited to:

(a) the allotment and issue of all the Placing Shares to be allotted and issued under this Agreement and registration of the subscribers therefor (including capital duty (if any), SFC transaction levy, Stock Exchange trading fees and the fee of the Company's registrars),

which amounts the Placing Agent is hereby authorized to deduct from the payments to be made by it to the Company pursuant to Clause 5.2 as applicable for the purposes of paying on the Company's behalf such costs, charges, fees and expenses.

9.3 Payment of the amounts referred to in Clause 9.2 shall be made by the Company whether or not the Company's obligations under this Agreement are terminated pursuant to Clause 10 to the extent that the same have been incurred prior to termination or are incurred in consequence of termination.

10. TERMINATION

If any of the following events occur at any time prior to the Long Stop Date, the Placing Agent may (after such consultation with the Company and/or its advisers as the circumstances shall admit or be necessary), by giving a written notice to the Company, at any time on or prior to the Long Stop Date, terminate this Agreement without liability to the other parties hereto or any thereof and, subject to Clauses 8, 9.2, 10, 11, 12 and 13 which shall continue, this Agreement shall thereupon cease to have effect and none of the parties hereto shall have any rights or claims by reason thereof save for any rights or obligations which may accrue under this Agreement prior to such termination:

(a) in the reasonable opinion of the Placing Agent there shall have been since the date of this Agreement such a change in national or international

financial, political or economic conditions or taxation or exchange controls as would be likely to prejudice materially the consummation of the Placing; or

(b) the introduction of any new law or regulation or any change in existing law or regulation (or the judicial interpretation thereof) or other occurrence of any matter whatsoever which may adversely affect the business or the financial or trading position or prospects of the Group as a whole; or

(c) any material breach of any of the representations and warranties set out in Clause 3.1 comes to the knowledge of the Placing Agent or any event occurs or any matter arises on or after the date hereof and prior to the Long Stop Date which if it had occurred or arisen before the date hereof would have rendered any of such representations and warranties untrue or incorrect in any material respect or there has been a material breach by the Company of any other provision of this Agreement; or

(d) there is any adverse change in the financial position of the Company which in the reasonable opinion of the Placing Agent is material in the context of the Placing.

11. MISCELLANEOUS

11.1 Time shall be of the essence of this Agreement.

11.2 This Agreement shall be binding on and ensure for the benefit of the successors of each of the parties and shall not be assignable by any party except with consent of all other parties.

11.3 This Agreement constitutes the entire agreement between the parties with respect to its subject matter (neither party having relied on any representation or warranty made by the other which is not contained in this Agreement) and no variation of this Agreement shall be effective unless made in writing and signed by all of the parties.

11.4 This Agreement supersedes all and any previous agreements, arrangements or understanding between the parties relating to the matters referred to in this Agreement and all such previous agreements, understanding or arrangements (if any) shall cease and determine with effect from the date hereof.

11.5 If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect such relevant provision shall to the fullest extent permitted by law be deemed to be deleted from this Agreement and the legality, validity and enforceability of any other provisions of this Agreement shall not be affected or impaired thereby.

11.6 This Agreement may be executed in two or more counterparts each of which shall be binding on the parties hereto and shall together constitute one agreement.

11.7 All provisions of this Agreement shall so far as they are capable of being performed or observed continue in full force and effect notwithstanding completion of this Agreement except in respect of those matters then already performed

11.8 A person who is not a party to this Agreement has no right under the Contracts (Rights 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. The consent of any person who is not a party to this Agreement is not required to rescind or vary this Agreement at any time.

12. NOTICES

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

Placing Agent

Address	:	Room 3001-3002, 30/F, China Insurance Group Building, 141 Des Voeux Rd Central, Central, Hong Kong
Facsimile no	:	
Email	:	
Attn	:	

Company

Address	:	Room 2004B Kai Tak Commercial Building 317-319 Des Voeux Road Central Hong Kong
Facsimile no	:	N/A
Email	:	N/A
Attn	:	The Board of Directors

12.2 Time of receipt of notice: Any notice delivered personally shall be deemed to be received when delivered and any notice sent by pre-paid registered post shall be deemed (in the absence of evidence of earlier receipt) to be received 2 days after

posting and in proving the time of dispatch it shall be sufficient to show that the envelope containing such notice was properly addressed, stamped and posted. Any notice sent by facsimile shall be deemed to have been received upon production of a transmission report by the machine from which the facsimile was sent which indicates that the facsimile was sent in its entirety to the facsimile number of the recipient and provided that a hard copy of the notice so served by facsimile was posted or delivered by hand on the same day as the notice was served by facsimile or on the immediately subsequent day. Any notice received or deemed to be received on a Saturday, Sunday or public holiday in Hong Kong shall be deemed to have been received on the next Business Day.

13. GOVERNING LAW & JURISDICTION

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

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

EXECUTION PAGE

SIGNED by	)	
	)	
for and on behalf of	)	
JIADING INTERNATIONAL GROUP	)	
HOLDINGS LIMITED	)	
	)	
	)	
in the presence of:-	)	

EXECUTION PAGE

SIGNED by	)	
	)	
for and on behalf of	)	
I WIN SECURITIES LIMITED	)	
	)	
	)	
in the presence of:-	)	