

SHAM KAR WAI

AND

SHAM KIN WAI

AND

3WH (BVI) LIMITED

AND

BROOKLYN LIMITED

AND

BROOKLYN COMPANY LIMITED

SHAREHOLDERS' AGREEMENT

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THIS AGREEMENT is made on 5 December 2020

BETWEEN:

- (1) **SHAM KAR WAI**, holder of Hong Kong ID bearing number D659513(9) (the "**Chairman**");
- (2) **SHAM KIN WAI**, holder of Hong Kong ID bearing number D701682(5) (the "**CCO**");
- (3) **3WH (BVI) Limited**, a company incorporated in the British Virgin Islands with limited liability (registered no. 2048577), whose registered office is at Vistra Corporate Services Centre, Wickhams Cay II, Road Town, VG1110, British Virgin Islands ("**Founder Holdco**");
- (4) **BROOKLYN LIMITED**, a company incorporated in Hong Kong with limited liability (registered no. 2993515), whose registered office is at 1009, 10/F Gloucester Tower, Landmark, 15 Queen's Road, Central, Hong Kong ("**CVC Holdco**"); and
- (5) **BROOKLYN COMPANY LIMITED**, an exempted limited liability company incorporated under the laws of the Cayman Islands, whose registered office is at 94 Solaris Avenue, Camana Bay, PO Box 1348, Grand Cayman KY1-1108, Cayman Islands (the "**Company**").

WHEREAS:

- (A) The Company was formed for the purpose of privatising I.T Limited, by way of a scheme of arrangement under section 99 of the Companies Act 1981 of Bermuda (the "**Scheme**").
- (B) Upon completion of the Restructuring and establishment of the MIP after the Effective Date, it is proposed that the share capital of the Company comprises such numbers of Ordinary Shares, Preference A Shares and Preference B Shares as set out in Schedule 1 (*Company Shareholding*).
- (C) The Parties wish to enter into this Agreement to regulate their joint partnership and cooperation, and their respective rights and responsibilities in respect of the operation and management of the proposed business and the affairs of the Group.

IT IS AGREED as follows:

1. INTERPRETATION

- 1.1 In this Agreement, the following words and expressions shall have the following meanings:

"**Accrued Interest**" has the meaning given to it in Schedule 3 (*Preference Share Terms*).

"**Adjustment Shares**" means such number of Shares (with the proportionate breakdown between the Ordinary Shares and Preference Shares at the Non-MIP Ratio, if applicable) to be transferred from CVC Holdco to Founder Holdco for nil consideration in accordance with Clauses 10.1 or 10.2.1 as calculated by reference to

the Gross MoM and Net MoM achieved by CVC Holdco upon the Initial Exit and Triggering Exit (as applicable) in accordance with Schedule 4 (*Adjustment Shares*).

"Affiliate" means: (a) in relation to an individual, that individual's close relatives (being any spouse, child (including adopted child and step-child), parent or sibling of that individual), any person controlling, controlled by or under common control with such individual and/or such individual's close relatives (acting singly or together) and any trust of which any such person is the settlor and/or a beneficiary; or (b) in relation to any other person, any person controlling, controlled by or under common control with such particular person, where **"control"** means the power to direct the management or policies of such company, whether through the ownership of more than fifty per cent (50%) of the voting power of such company, through the power to appoint a majority of the members of the board of directors or similar governing body of such company, through contractual arrangements or otherwise, and references to **"controlled"** or **"controlling"** shall be construed accordingly.

"Agent" means, with respect to an entity, any director, officer, employee or other representative of such person; any person for whose acts such entity may be vicariously liable; and any other person that acts for or on behalf of, or provides services for or on behalf of, such entity, in each case, whilst acting in his/her capacity as such.

"Anti-Bribery Laws" means the Applicable Laws relating to anti-bribery or anti-corruption (governmental or commercial) which apply to the Group or any Agent of the Group from time to time, including Applicable Laws that prohibit the payment, offer, promise, or authorization of the payment or transfer of anything of value (including gifts or entertainment), directly or indirectly, to any public official, government employee or commercial entity to obtain an illegitimate business advantage; including the US Foreign Corrupt Practices Act 1977, as amended, and the United Kingdom Bribery Act 2010, as amended, PRC's anti-bribery laws and any rules and regulations the Criminal Law, the Anti-Unfair Competition Law and the Interim Provisions on Banning Commercial Bribery and all national and international laws enacted to implement the OECD Convention on Combating Bribery of Foreign Officials in International Business Transactions.

"Anti-Money Laundering Laws" means all applicable anti-money laundering statutes of all jurisdictions, including, without limitation, PRC, Japan, Hong Kong, the European Union, United Kingdom and the United States anti-money laundering laws, the rule and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental or regulatory agency.

"Applicable Laws" means with respect to any person, any laws, rules, regulations, guidelines, directives, treaties, judgments, decrees, orders or notices of any Authority that is applicable to such person.

"Applicable Ratio" means either the MIP Ratio or the Non-MIP Ratio as applicable to either a MIP participant or other Shareholders.

"Articles" means the memorandum and articles of association of the Company, as amended or replaced from time to time, incorporating the terms of the preference shares set out in Schedule 3 (*Preference Share Terms*).

"**Authority**" means any relevant government, administrative or regulatory body, or court, tribunal, arbitrator or governmental agency or authority or department (including any relevant securities exchange) and whether supranational, national, regional or local.

"**Board**" means the board of directors of the Company for the time being and from time to time.

"**Board Committees**" has the meaning given to it in Clause 3.4.1.

"**Bolt-on Investment**" has the meaning given to it in Clause 11.2 (*Bolt-on Investment*).

"**Bolt-on Investment Interested Party**" has the meaning given to it in Clause 11.2.2.

"**Bolt-on Investment Interest Notice**" has the meaning given to it in Clause 11.2.2.

"**Bolt-on Investment Notice**" has the meaning given to it in Clause 11.2.1.

"**Bolt-on Investment Notifying Party**" has the meaning given to it in Clause 11.2.1.

"**Brand Operations**" means operations of A Bathing Ape, AAPE by A Bathing Ape and associated sub-brands thereof, including without limitation Baby Milo, Milo Stores, BAPY, BAPE Black, and Mr Bathing Ape.

"**Business Day**" means a day other than a Saturday or Sunday or public holiday on which banks in the Cayman Islands, Hong Kong and the PRC are open for the transaction of normal business.

"**Business Plan**" has the meaning given to it in Clause 3.1.1.

"**CCO**" has the meaning given to it in the Preamble.

"**Chairman**" has the meaning given to it in the Preamble.

"**Clawback Dividend**" has the meaning given to it in Clause 10.2.1.

"**Company**" has the meaning given to it in the Preamble.

"**Competitor**" means any business which competes with, directly or indirectly, any business of any Group Company.

"**Conflicted Matter**" has the meaning given to it in Clause 3.9.

"**Conflicted Shareholder**" has the meaning given to it in Clause 3.9.

"**Confidential Information**" has the meaning given to it in Clause 12.1.

"**Consortium Agreement**" means the agreement entered into on or around the date of this Agreement between the Chairman, the CCO, Founder Holdco and CVC Holdco.

"**Cumulative Exit Percentage**" means the percentage obtained by dividing the aggregate number of Shares CVC Holdco has disposed of or proposes to dispose of in any Exit (including any Shares transferred or to be transferred to Founder Holdco in accordance with Clauses 10.1 and 10.2.1) by the total number of Shares to be held by

CVC Holdco (before any disposals or transfers of its Shares) less the number of MIP Shares it has transferred in accordance with Clause 8.

"**CVC Capital Contribution Amount**" has the meaning given to it in the Consortium Agreement.

"**CVC Directors**" has the meaning given to it in Clause 3.2.1.

"**CVC Fund V**" means, collectively, CVC Capital Partners Asia V L.P., CVC Capital Partners Asia V Associates L.P. and CVC Capital Partners Investment Asia V L.P..

"**CVC Holdco**" has the meaning given to it in the Preamble.

"**CVC Network**" means CVC Fund V, CVC Capital Partners SICAV-FIS S.A. and CVC Capital Partners Advisory Group Holdings Foundation and each of their respective subsidiaries from time to time, and funds and/or vehicles managed and/or advised by the aforementioned persons.

"**Deed of Adherence**" means the form of deed of adherence contained in Schedule 2 (*Form of Deed of Adherence*).

"**Director**" means a director for the time being of the Company and "**Directors**" shall be construed accordingly.

"**Disclosing Party**" has the meaning given to it in Clause 12.1.

"**EBITDA**" means the earnings before finance income, finance costs, income Tax expenses, depreciation and amortisation but after payments in respect of leased properties of the Group (being a formulation consistent with the EBITDA formulations contained in the Group's management accounts) and excluding any extraordinary, exceptional or non-recurring items, on a consolidated basis for the Group.

"**Effective Date**" means the date on which the Scheme becomes effective in accordance with the Companies Act 1981 of Bermuda.

"**Encumbrance**" means any lien, pledge, encumbrance, charge (fixed or floating), mortgage, third party claim, debenture, option, right of pre-emption, right to acquire, assignment by way of security, trust arrangement for the purpose of providing security or other security interests of any kind securing any obligation of any person or any agreement or arrangement having a similar effect.

"**Excess Return Amount**" means the portion of the Net Return Amount (before deducting the Upside Cash) accounting for the Net MoM in excess of three and a half (3.5) times.

"**Executives**" means the Chief Executive Officer, Chief Financial Officer, Chief Creative Officer, and Chief Operation Officer of the Company and other management positions of the Group agreed by the Shareholders in writing, and an "**Executive**" means any one of them.

"Exit" means a QIPO or a Qualified Trade Sale, through which CVC Holdco may dispose of some or all of its Shares, or interests in some or all of its Shares, ahead of or in priority to all the other Shareholders, as set out in Clause 9.1.

"Exit Percentage" means the percentage obtained by dividing the number of Shares CVC Holdco proposes to dispose of in an Exit (including any Shares to be transferred to Founder Holdco in accordance with Clause 10.1) by the total number of Shares held by CVC Holdco immediately prior to such Exit.

"Founder Directors" has the meaning given to it in Clause 3.2.1.

"Founder Holdco" has the meaning given to it in the Preamble.

"Group" means the Company, its subsidiaries and subsidiary undertakings and **"a member of the Group"** or a **"Group Company"** shall be construed accordingly

"Gross MoM" means, with respect to CVC Holdco's investment in the Group and as calculated at the time of the Initial Exit or Triggering Exit, the multiple of money calculated by dividing the Gross Return Amount by the Investment Amount, which shall be rounded to the nearest two (2) decimal places for the purpose of this Agreement.

"Gross Return Amount" means, with respect to CVC Holdco's investment in the Group:

- (a) in the case of an Initial Exit:
 - (i) the cash proceeds to be received by CVC Holdco or other member of the CVC Network upon the Initial Exit; *plus*
 - (ii) any Preferred Dividend received by CVC Holdco, multiplied by the Exit Percentage; *minus*
 - (iii) any fees, transaction costs, expenses and Taxes incurred by CVC Holdco and any member of the CVC Network associated with either (i) or (ii) above or the Initial Exit; or
- (b) in the case of a Triggering Exit (including where the Triggering Exit is also an Initial Exit):
 - (i) the cash proceeds received by CVC Holdco or other member of the CVC Network on all previous Exits (if any) and to be received by CVC Holdco or other member of the CVC Network upon the Triggering Exit; *plus*
 - (ii) any Preferred Dividend received by CVC Holdco, multiplied by the Cumulative Exit Percentage; *minus*
 - (iii) any fees, transaction costs, expenses and Taxes incurred by CVC Holdco and any member of the CVC Network associated with either (i) or (ii) above or all previous Exits (if any) and the Triggering Exit,

without taking into account and before:

- (x) transfer of any Adjustment Shares pursuant to Clause 10.1 or 10.2.1; or
- (y) payment of any Clawback Dividend pursuant to Clause 10.2.2; or
- (z) payment of any Upside Cash pursuant to Clause 10.2.3.

"**HK\$**" means Hong Kong dollar, the lawful currency of Hong Kong.

"**HKIAC**" has the meaning given to it in clause 17.2.

"**Hong Kong**" means the Hong Kong Special Administrative Region of the People's Republic of China.

"**Initial Exit**" means the first Exit.

"**Intellectual Property**" means (i) patents, trade marks, service marks, registered designs, applications and rights to apply for any of those rights, trade, business and company names, internet domain names and e-mail addresses, unregistered trade marks and service marks, copyrights, database rights, rights in software, knowhow, rights in designs and inventions; and (ii) rights under licences, consents, orders, statutes or otherwise in relation to a right in respect of (i).

"**Investment Amount**" means, with respect to CVC Holdco's investment in the Group, the sum of:

- (a) the aggregate amount paid by CVC Holdco or any member of the CVC Network into the Group for the purposes of funding:
 - (i) the CVC Capital Contribution Amount; and
 - (ii) any subsequent investment in the Group by CVC Holdco or any member of the CVC Network from time to time (whether by equity or debt or other forms of Securities); *minus*
- (b) the amount to be subsequently funded by the managers under the MIP for interest in up to one per cent. (1%) of share capital of the Company as at the Effective Date; *minus*
- (c) any shareholder loan by CVC Holdco to the Company pursuant to section 16 (b) of the Restructuring Term Sheet,

multiplied by the Exit Percentage (in the case of an Initial Exit) or the Cumulative Exit Percentage (in the case of a Triggering Exit).

"**Issuance Date**" has the meaning given to it in Clause 7.1.

"**Issuance Notice**" has the meaning given to it in Clause 7.1.

"**Liquidation Event**" has the meaning given to it in Schedule 3 (*Preference Share Terms*).

"Maximum Adjustment Shares" has the meaning given to it in Schedule 4 (*Adjustment Shares*).

"MIP" has the meaning given to it in Clause 8 (*Management Incentive Plan*).

"MIP Ratio" means the ratio of Ordinary Shares and Preference Shares that the MIPCo or any MIP participant is entitled to hold in the Company from time to time, being for every 1,000 Ordinary Shares, 157,995 Preference Shares, classified as Preference A Shares for the MIPCo or the MIP participants (as applicable).

"MIP Shares" means Shares under the MIP as held by the MIPCo or the MIP participants (as applicable) in Schedule 1 (*Company Shareholding*).

"MIPCo" means a pooling vehicle which will be set up to hold the MIP Shares after the establishment of the MIP and before MIP Shares are allocated to individual MIP participants.

"Net MoM" means, with respect to CVC Holdco's investment in the Group and as calculated at the time of the Initial Exit or Triggering Exit, the multiple of money calculated by dividing the Net Return Amount by the Investment Amount, which shall be rounded to the nearest two (2) decimal places for the purpose of this Agreement.

"Net Return Amount" means, with respect to CVC Holdco's investment in the Group:

- (a) in the case of an Initial Exit:
 - (i) the cash proceeds to be received by CVC Holdco or any other member of the CVC Network upon the Initial Exit after taking into account the transfer of any Adjustment Shares to Founder Holdco for nil consideration pursuant to Clause 10.1; *plus*
 - (ii) any Preferred Dividend received by CVC Holdco, multiplied by the Exit Percentage; *minus*
 - (iii) any Clawback Dividend which would have to be paid by CVC Holdco to Founder Holdco as if CVC Holdco were to dispose of all of its Shares at a per Share price of that of the Initial Exit, multiplied by the Exit Percentage; *minus*
 - (iv) any Upside Cash which would have to be paid by CVC Holdco to Founder Holdco as if CVC Holdco were to dispose of all of its Shares at a per Share price of that of the Initial Exit, multiplied by the Exit Percentage; *minus*
 - (v) any fees, transaction costs, expenses and Taxes incurred by CVC Holdco and any member of the CVC Network associated with any of (i) or (ii) above or the Initial Exit; or
- (b) in the case of a Triggering Exit (including where the Triggering Exit is also an Initial Exit):

- (i) the cash proceeds received by CVC Holdco or other member of the CVC Network on all previous Exits (if any) and to be received by CVC Holdco or any other member of the CVC Network upon the Triggering Exit after taking into account the transfer of any Adjustment Shares to Founder Holdco for nil consideration pursuant to Clauses 10.1 and 10.1; *plus*
- (ii) any Preferred Dividend received by CVC Holdco, multiplied by the Cumulative Exit Percentage; *minus*
- (iii) any Clawback Dividend to be paid by CVC Holdco to Founder Holdco pursuant to Clause 10.2.2; *minus*
- (iv) any Upside Cash to be paid by CVC Holdco to Founder Holdco pursuant to Clause 10.2.3; *minus*
- (v) any fees, transaction costs, expenses and Taxes incurred by CVC Holdco and any member of the CVC Network associated with any of (i), (ii), (iii) or (iv) above or all previous Exits (if any) and the Triggering Exit.

"**New Securities**" has the meaning given to it in Clause 7.1.

"**New Venture**" has the meaning given to it in Clause 11.1.2(b).

"**Non-MIP Ratio**" means the ratio of Ordinary Shares and Preference Shares that a Shareholder other than a MIP participant is entitled to hold in the Company from time to time, upon completion of the establishment and the grant of the MIP, being for every 1,000 Ordinary Shares, 361,314 Preference Shares, which shall be classified as Preference A Shares for Founder Holdco and as Preference B Shares for CVC Holdco.

"**Notice**" has the meaning given to it in Clause 16.1.

"**Observers**" has the meaning given to it in Clause 3.6.1.

"**Ordinary Shareholder**" means any person registered in the books of the Company as the holder of an Ordinary Share for the time being.

"**Ordinary Shares**" means the ordinary shares in the capital of the Company with the rights, entitlements and privileges as set out under the Articles.

"**Other Operations**" means all the other operations of the Group as at the Effective Date other than the Brand Operations.

"**Parties**" means the named parties to this Agreement and "Party" means any one (1) of them.

"**PRC**" means the People's Republic of China excluding, for the purposes of this Agreement, Hong Kong, Macau and Taiwan.

"**Pre-emptive Exercise Notice**" has the meaning given to it in Clause 7.2.

"Preference A Shares" means class A preference shares in the capital of the Company with the rights, entitlements and privileges as set out under the Articles.

"Preference B Shares" means class B preference shares in the capital of the Company with the rights, entitlements and privileges as set out under the Articles.

"Preference Shareholder" means any person registered in the books of the Company as the holder of a Preference Share for the time being.

"Preference Shares" means the Preference A Shares and Preference B Shares.

"Preferred Dividend" has the meaning given to it in Schedule 3 (*Preference Share Terms*).

"QIPO" means a fully marketed public offering of Shares on the stock exchanges in Hong Kong, Tokyo, New York or other internationally reputable stock exchanges as the Shareholders may agree.

"Qualified Trade Sale" means a sale of Shares held by CVC Holdco to a third party buyer at an acceptable valuation to CVC Holdco.

"Receiving Party" has the meaning given to it in Clause 12.1.

"Recipient" has the meaning given to it in Clause 12.3.2.

"Reference Gross MoM" has the meaning given to it in Schedule 4 (*Adjustment Shares*).

"Related Party" has the meaning given to it in Schedule 5 (*Reserved Matters*).

"Relevant Proportion" means, with respect to a Shareholder, the ratio of (a) the total amount of attributable share capital in the Company held by a Shareholder from time to time, to (b) the total amount of attributable share capital of the Company in issue from time to time.

"Representative" means, in relation to a Party, its or its Affiliates' directors, officers, employees, agents, advisers, accountants, shareholder, partner (general or limited), co-investors, financing sources and consultants and, in relation to CVC Holdco, shall include any member of the CVC Network and any prospective investors in the aforementioned persons;

"Reserved Matters" means the matters listed in Schedule 5 (*Reserved Matters*).

"Restricted Activity" has the meaning given to it in Clause 11.1.1(a).

"Restricted Person" has the meaning given to it in Clause 11.1.1(c).

"Restricted Transferees" means such potential buyers of a nature or category to be agreed between Founder Holdco and CVC Holdco and who may be identified by Founder Holdco in accordance with Clause 9.4.2.

"Restructuring" means the restructuring of the Target Group to be commenced after the date of this agreement and effected and completed after the Effective Date, such that (a) the Target Group will separate its currently co-mingled Brand Operations and Other Operations; and (b) the Company will continue to own the Brand Operations, and Founder Holdco will own the Other Operations.

"Restructuring Plan" means the restructuring steps plan to effect the Restructuring as agreed between the Shareholders (as amended from time to time), including without limitation (a) the Restructuring Term Sheet, and (b) the carve out and restructuring step plan and the lists of assets, employees or contracts that are subject to the Restructuring as agreed between the Shareholders.

"Restructuring Term Sheet" means the Restructuring term sheet dated around the date of this Agreement signed between the Parties.

"Rules" has the meaning given to it in Clause 17.2.

"Scheme" has the meaning given to it in Recital (A).

"Securities" means, with respect to any person that is a legal entity, (a) any and all shares of capital stock, membership interests, units, profits interests, ownership interests, equity interests, registered capital, and other equity securities of such person, and (b) any right, warrant, option, call, commitment, conversion privilege, pre-emptive right, equity-linked securities, indebtedness, or other right to acquire from such person, or require such person to issue, any of the items listed in (a), or security convertible into, exchangeable or exercisable for any of the items listed in (a) (including any convertible note or other convertible instrument), and (c) any contract or agreement providing for the acquisition of any of the items listed in (a).

"Senior Manager" means the top thirty (30) employees of the Group ranked by their emolument in any financial year.

"Shareholder" means any person registered in the register of members of the Company as the holder of a Share for the time being, which, as at the date of this Agreement, means CVC Holdco and Founder Holdco.

"Shares" means the Ordinary Shares and the Preference Shares, and **"Share"** means any one of them.

"Surviving Provisions" means Clauses 1 (*Interpretation*), Clause 10 (*Share Adjustment, Dividend Clawback and Upside Sharing*) and 12 (*Confidentiality and Announcements*) to 17 (*Governing Law and Jurisdiction*).

"Target Group" means I.T Limited Company, its subsidiaries and subsidiary undertakings from time to time.

"Tax" means all forms of taxation, withholdings, deductions, duties, imposts, levies, fees, stamp duties, charges, social security contributions and rates imposed, levied, collected, withheld, assessed or enforced by any Authority, in all cases being in the nature of taxation, and any interest, penalty, surcharge or fine in connection therewith.

"Transfer" means, directly or indirectly, to sell, gift, give, assign, transfer, amalgamate, merge or suffer to exist (whether or not by operation of Applicable Laws) or create any Encumbrance on any shares or any right, title or any legal, equitable, beneficial or economic interest therein or otherwise dispose of in any manner whatsoever voluntarily or involuntarily, including any attachment or assignment for the benefit of creditors against the Company or appointment of a custodian, liquidator or receiver of any of its properties, business or undertaking, or pursuant to any hedging, swap or other derivative transaction or any transfer or other disposal of any equity securities in, or change of control of, any direct or indirect holder of any shares (other than any transfer or disposal of any limited partnership interests in any private equity fund), but shall not include transfer by way of testamentary or intestate succession.

"Triggering Exit" means the Exit after which CVC Holdco will hold less than four point eight five per cent (4.85%) of the issued share capital of the Company immediately after the Effective Date.

"Upside Cash" has the meaning given to it in Clause 10.2.3.

"USD" or **"US\$"** means US Dollar, the lawful currency of the United States of America.

1.2 In this Agreement, unless otherwise specified:

- 1.2.1 references to Recitals, Preambles, Clauses and Schedules are to recitals, preambles, clauses in and schedules to this Agreement (unless the context otherwise requires);
- 1.2.2 use of any gender includes the other genders and use of the singular includes the plural and vice versa unless the context requires otherwise;
- 1.2.3 references to a "person" shall be construed so as to include any individual, firm, company, government, state or agency of a state, local or municipal authority or government body or any joint venture, association or partnership (whether or not having separate legal personality);
- 1.2.4 a reference to any Party to this Agreement or party to any other agreement or document includes such party's successors and permitted assigns;
- 1.2.5 the *ejusdem generis* principle of construction shall not apply to this Agreement. Accordingly general words shall not be given a restrictive meaning by reason of their being preceded or followed by words indicating a particular class of acts, matters or things or by examples falling within the general words;
- 1.2.6 references in this Agreement to statutory provisions shall be construed as references to those provisions as respectively amended, consolidated, extended or re-enacted from time to time and any orders, regulations, instruments or other subordinate legislation made from time to time under the statute concerned;
- 1.2.7 any reference to a "day" (including within the phrase "Business Day") shall mean a period of 24 hours running from midnight to midnight;
- 1.2.8 references to times are to Hong Kong time; and

- 1.2.9 a reference to any other document referred to in this Agreement is a reference to that other document as amended, varied, novated or supplemented at any time.
- 1.3 The headings and titles are inserted for convenience only and shall not affect the construction of this Agreement.
- 1.4 The Schedules form part of this Agreement and shall have the same force and effect as if set out in the body of this Agreement and any reference to this Agreement shall include the Schedules.
2. **COMMENCEMENT AND DURATION**
- 2.1 Clause 1 (*Interpretation*), this Clause 2 (*Commencement and Duration*), Clause 3.1 (*Business Plan*), Clause 11.4 (*Restructuring*) and Clauses 12 (*Confidentiality and Announcements*) to 17 (*Governing Law and Jurisdiction*) (inclusive) shall take effect from and including the date of this Agreement.
- 2.2 All Clauses and Schedules of this Agreement, other than those referred to in Clause 2.1 above, shall take effect immediately upon the Effective Date. Once in force, the provisions of this Agreement shall continue in force and bind the Parties to it from time to time until this Agreement is terminated in accordance with Clause 14 (*Termination*).
- 2.3 As soon as reasonably practicable after the date of this Agreement (and in any event before the Effective Date), the Shareholders shall, each acting reasonably and in good faith, agree on such amendments as shall be made to the Articles in order to reflect and give effect to the terms of this Agreement. Following agreement of such amendments, each Party shall exercise its rights (so far as it is legally able) to procure that revised Articles reflecting such agreed amendments are adopted by the Company on or before the Effective Date.
3. **CORPORATE GOVERNANCE**
- 3.1 **Business Plan**
- 3.1.1 As soon as practicable but in any event prior to the Effective Date, the Shareholders shall agree on a business plan and budget of the Group for the five (5) years after the Effective Date (the "**Business Plan**") which shall be initialled for the purpose of identification by or on behalf of each Shareholder. The Business Plan shall contain, but not be limited to:
- (a) a statement of business objectives and the proposed method of achieving them;
 - (b) key financial metrics and key financial statements of the Group;
 - (c) details of proposed major expenditures, acquisitions, disposals and other commitments;
 - (d) key assumptions and drivers; and
 - (e) assessments of the impact on covenants and financing on indebtedness.

- 3.1.2 Each Party shall procure that the Group shall conduct its business in each financial year in accordance with the Business Plan.

3.2 **Board composition and decisions**

- 3.2.1 The Board shall be responsible for the management of the Company and shall consist of five (5) members. Founder Holdco shall have the right to nominate three (3) Directors to the Board (the "**Founder Directors**"). CVC Holdco shall have the right to nominate two (2) Directors to the Board (the "**CVC Directors**"). The chairman of the Board shall be appointed, removed or replaced, in each case, by a majority vote of the Directors then in office. The Shareholders shall exercise their voting rights to ensure that the Board composition at all times reflects the composition set out in this Clause 3.2.1.
- 3.2.2 A Shareholder may remove a Director appointed by it and appoint a new Director as successor by notice in writing to the Company and the other Shareholder.
- 3.2.3 To the extent so elected by CVC Holdco, the Company and the Shareholders shall procure the composition of the board of directors of such other Group Company is consistent with that of the Company.
- 3.2.4 Subject to Applicable Laws and applicable fiduciary duties, the Shareholders shall procure that the Directors appointed by them shall duly perform their duties at the Board and exercise their voting rights in accordance with and so as to give effect to the terms of this Agreement. The Shareholders shall procure that each Group Company will take actions in a manner consistent with the decisions of the Board, and that the director nominated by them to the board of each Group Company shall exercise their voting powers, subject to Applicable Laws and applicable fiduciary duties, in a manner consistent with the decisions of the Board.

3.3 **Proceedings of Directors' meetings**

- 3.3.1 The quorum for a meeting of the Board shall be a majority of the total number of Directors including at least one (1) Founder Director and one (1) CVC Director.
- 3.3.2 Meetings of the Board shall be held at such times and at such place as the Board may from time to time determine, and in any event held at least once every three (3) months. No Board meeting shall normally be convened on less than ten (10) Business Days' notice, unless all of the Directors agree to a shorter notice period.
- 3.3.3 Each notice of a Board meeting shall specify a reasonably detailed agenda, be accompanied by relevant documents, and be sent by courier, facsimile transmission or e-mail.
- 3.3.4 The Directors may participate in a meeting of the Board or of such committee thereof by means of conference telephone or similar communications by means of which all persons participating in the meeting can hear each other. A Director

participating in a meeting pursuant to this provision shall be deemed to be present in person at such meeting.

- 3.3.5 Save as provided under Clause 4 (*Reserved Matters*) or as otherwise required under Applicable Laws, a resolution of the Board shall mean either (a) a resolution approved by a simple majority of the Directors (voting in person or through attendance and voting by a person authorised in writing by the relevant Director) attending a duly convened and constituted meeting of the Board; or (b) a resolution in writing signed by all the Directors. Each Founder Director and each CVC Director shall have the authority to vote on behalf of the other Founder Directors or CVC Directors (as the case may be) who do not attend and/or vote at the meeting.
- 3.3.6 In the case of an equality of votes at any meeting of the Board, the chairman of the Board shall not be entitled to a second or casting vote.
- 3.3.7 To the extent that CVC Holdco has nominated a director to the board of a Group Company pursuant to Clause 3.2.3, the Shareholders and the Company shall procure that the provisions of this Clause 3.3 shall also apply with respect to the proceedings of the board of directors of such Group Company.

3.4 **Committees of the Board**

- 3.4.1 The Company shall establish the following committees of the Board as soon as reasonably practicable after the Effective Date: (a) audit committee; (b) remuneration committee; and (c) such other committees that the Board decides to set up from time to time (the "**Board Committees**").
- 3.4.2 Each Board Committee shall consist of at least one (1) Founder Director and one (1) CVC Director. The voting and quorum requirements for meetings of any Board Committee shall be the same as for Board meetings, except as determined otherwise by the Board.

3.5 **Director expenses and remunerations**

- 3.5.1 The Company shall reimburse the reasonable out-of-pocket expenses (including travel and accommodation expenses) incurred by the Directors in connection with attending meetings of the Board upon presentation of relevant receipts.
- 3.5.2 Each Shareholder shall pay for the remuneration and any other expenses not set out in Clause 3.5.1 of any Director(s) nominated for appointment by it and any costs in connection with the appointment and removal of each such Director.

3.6 **Observers**

- 3.6.1 Each of Founder Holdco and CVC Holdco shall be entitled to appoint up to three (3) observers to attend meetings of each of the Board and the board of directors of any Group Company (the "**Observers**").
- 3.6.2 The Observers shall be entitled to attend meetings of the Board and the board of directors of any Group Company (as applicable) in a non-voting observer capacity. Each of Founder Holdco and CVC Holdco may provide the Observers

with copies of notices and materials (including, where applicable, any resolutions in writing of the relevant board of directors thereof).

3.7 Proceedings of Shareholders' meetings

- 3.7.1 The quorum for a Shareholders' meeting of the Company shall be two (2) Shareholders including at least Founder Holdco and CVC Holdco.
- 3.7.2 Save as provided under Clause 4 (*Reserved Matters*) or as otherwise required under Applicable Laws, a decision of the Shareholders shall mean either (a) a resolution approved by the affirmative vote of holders of more than 50 percent (50%) of the Shares entitled to vote thereon (voting in person or by proxy) at a duly convened and constituted meeting of the Shareholders; or (b) a resolution in writing signed by all holders of Shares entitled to vote thereon.

3.8 Executives

- 3.8.1 Both Founder Holdco, on the one hand, and CVC Holdco, on the other hand, shall have the right to nominate persons for consideration for any of the Executive roles, provided that such nominated person shall only be appointed to the applicable Executive role if, in the case of a nomination by Founder Holdco, CVC Holdco or the CVC Director approves and, in the case of a nomination by CVC Holdco, Founder Holdco or the Founder Director approves. The initial Executives of the Company shall be jointly decided by Founder Holdco and CVC Holdco.
- 3.8.2 Each Shareholder agrees that the Executive roles shall be undertaken by such available individuals with reasonable qualifications, experience and expertise for the role in question.
- 3.8.3 If, at the end of any two consecutive financial years the EBITDA of the Group is less than ninety per cent. (90%) of the benchmarked EBITDA of the Group, in each case, as set out in the Business Plan for those two financial years respectively (as modified by the annual budget and trading forecasts of the Group for those two financial years respectively), then:
 - (a) the Executives shall collectively develop, implement and pursue a plan to improve the performance of the Group, setting out in reasonable details the steps, timeline and targets required to be taken and achieved;
 - (b) Shareholders may review the performance of the members of the Executives based on objective criteria applicable to reasonably comparable executive positions in reasonably comparable businesses of the Group; and
 - (c) any of Founder Holdco or CVC Holdco shall be entitled to (i) request a consultation with any member of the Executives, and, (ii) after such discussions and consultation with Founder Holdco or CVC Holdco (as the case may be), unilaterally remove that member of the Executives, provided that such removing Shareholder has reasonably determined, based on objective criteria applicable to reasonably comparable

executive positions in reasonably comparable businesses, that it is in the best interests of the Group that such member of the Executives be removed from his or her position.

3.9 **Conflict of Interest**

The Shareholders shall procure that any decision of any Group Company relating to the enforcement of the rights by any Group Company against a Shareholder or its Related Parties or in relation to any agreement or transaction with (including threatening or initiating claim, and terminating any agreement, arrangement, or transaction with) a Shareholder or its Related Parties (a "**Conflicted Matter**", and such Shareholder, a "**Conflicted Shareholder**") shall be decided upon by the Shareholders other than the Conflicted Shareholder (or the director appointed by it). The Conflicted Shareholder (or director appointed by it) shall not vote on (or be counted in the quorum for) resolutions in respect of a Conflicted Matter.

4. **RESERVED MATTERS**

4.1 Each Party shall procure that no action is taken and no resolution is passed by the Company or any Group Company, and that the Company shall not take any action and shall procure that no Group Company takes any action, in respect of any of the Reserved Matters without the prior written consent or affirmative vote of all the Shareholders, which can be given:

4.1.1 by way of an affirmative vote in a meeting of the Board by at least one (1) Founder Director and at least one (1) CVC Director;

4.1.2 by way of an affirmative vote in a meeting of the Shareholders by each Shareholder; or

4.1.3 by prior written consent signed by each Shareholder in lieu of such meetings.

5. **INFORMATION RIGHTS**

5.1 **Information and inspection rights**

The Company shall prepare and deliver to each Shareholder:

5.1.1 within three (3) weeks of the end of each calendar month, monthly unaudited consolidated management accounts, comprising the unaudited balance sheet and profit and loss statement of the Company made up to the last day of the immediately preceding month;

5.1.2 within one (1) month of each calendar quarter, quarterly unaudited consolidated management accounts, comprising the unaudited balance sheet and profit and loss statement of the Company made up to the last day of the immediately preceding quarter;

5.1.3 within ninety (90) days of the end of each financial year of the Company, annual audited accounts on a consolidated basis for the Group (audited by an internationally reputable firm of independent certified public accountants);

5.1.4 not later than thirty (30) days before the beginning of each financial year of the Company, a proposed annual budget and trading forecasts of the Group for the next financial year; and

5.1.5 as promptly as reasonably practicable,

- (a) any information as may be reasonably required by the Shareholders in respect of any Group Company from time to time;
- (b) any actual, pending or threatened material litigation involving a claim of over USD 1,000,000;
- (c) any actual, pending or threatened investigation, enquiry or disciplinary proceeding by any Authority which may be material to the business and/or the operations of any Group Company; and
- (d) any material violation of Applicable Laws by any Group Company.

5.2 Keeping of proper books

The Company shall, and shall procure all other members of the Group, to maintain proper books, accounts and records in accordance with generally accepted accounting principles and Applicable Laws or as may be required by its respective auditors.

5.3 Inspection and Access

After giving reasonable notice and no later than five (5) Business Days' notice to the Company, any Shareholder may (or cause an agent or representative of such Shareholder to):

- 5.3.1 have full access to, inspect, and take photocopies using the Group's facilities of, all the books, accounts, financial and other records of the members of the Group;
- 5.3.2 have full access to such management and personnel of the Group (including the Executives) as may be reasonably requested by such Shareholder for the purpose of consulting with and advising management and obtaining information regarding the business, operations, financial position and prospects of the Group; and
- 5.3.3 have full access to the Group's sites, premises and facilities.

5.4 Permitted Disclosure

For the avoidance of doubt, any Founder Director is entitled to pass information concerning any Group Company to Founder Holdco on a need to know basis, and any CVC Director is entitled to pass information concerning any Group Company on a need-to-know basis to CVC Holdco, and in each case to Founder Holdco's or CVC Holdco's Representatives, so long as such information is kept confidential in accordance with Clause 12 (*Confidentiality and Announcements*).

6. TRANSFER RESTRICTIONS

6.1 Without prejudice to Clause 6.2, no Shareholder may Transfer Shares to any person which is not a party to this Agreement, unless:

6.1.1 such person has executed a Deed of Adherence confirming to the other Shareholders that it shall be bound by this Agreement as a Shareholder, provided that:

- (a) in an Exit other than a Triggering Exit, such Deed of Adherence shall not confer any rights or benefits of this Agreement to such person; and
- (b) in a Triggering Exit, such Deed of Adherence shall not confer any rights or benefits under:
 - (i) Clauses 3.1.1, 6.2, 6.3, 8, 9.2, 9.3.4, 9.4.3, 10 and 11.4 to such person; and
 - (ii) in addition to sub-clause (i) above, Clauses 11.1 and 11.2 to such person if he/it carries on or is engaged in, owns or has an interest (equity or otherwise) in any Restricted Activity; and

6.1.2 the number of the Ordinary and Preference Shares (if applicable) being Transferred are at the Applicable Ratio, provided that any fraction of Preference Shares (if any) that shall be Transferred pursuant to this Clause 6.1.2 can be rounded to the nearest whole number.

6.2 Subject to Clause 6.3, except with the prior written consent of CVC Holdco, the Chairman, the CCO and Founder Holdco shall not Transfer, and shall not agree to Transfer, any Share, any interest in any Share held by him/it for so long as CVC Holdco holds any Shares.

6.3 Clause 6.2 does not apply to: (a) Transfers by the Chairman, the CCO and Founder Holdco of his/its Shares to his/its Affiliates solely for the purpose of managing the estate of the Chairman or the CCO; or (b) Transfers by the Chairman, the CCO and Founder Holdco of his/its Shares if all the Shares Transferred by the Chairman, the CCO and Founder Holdco together since the Effective Date represent no more than five per cent. (5%) of the total issued share capital of the Company in aggregate; or (c) Transfers by any shareholder of Founder Holdco or his/her/its Affiliates to any other shareholder of Founder Holdco or his/her/its Affiliates, provided that none of the foregoing shall result in the Chairman, CCO and their Affiliates retaining less than fifty per cent. (50%) of the total issued share capital and voting rights of the Company at any given time.

6.4 Without prejudice to the generality of Clause 6.2 and the "Transfer" definition, the Chairman, the CCO, Founder Holdco and CVC Holdco shall not circumvent or avoid this Clause 6 (*Transfer Restrictions*) by Transfer of an indirect beneficial interest in the Shares through the disposal of shares in a holding company directly or indirectly holding such Shares or otherwise and such Transfer of an indirect beneficial interest in the Shares shall be treated as a Transfer of Shares. For the avoidance of doubt, for so long as CVC Holdco holds any Shares, CVC Holdco shall not Transfer, and shall not

agree to Transfer, any Share, any interest in any Share held by it other than by way of a QIPO or a Qualified Trade Sale if after such Transfer CVC Holdco would cease to be controlled by the CVC Network. For the avoidance of doubt, Founder Holdco may Transfer all or part of its Shares following a Triggering Exit by CVC Holdco.

7. CAPITAL INCREASE AND NEW SHAREHOLDERS

- 7.1 Subject to Applicable Law and except for any issuance in the event of a QIPO if the Company wishes to issue any new Shares or any new Securities (the "**New Securities**"), the Company shall give each Shareholder (other than a MIP participant) prior written notice (an "**Issuance Notice**") of such intention not less than forty five (45) days prior to the proposed date of consummation of the proposed issuance (the "**Issuance Date**"). The Issuance Notice shall set forth (a) the type of New Securities proposed to be issued and the material terms and conditions of the proposed issuance, (b) the proposed amount and form of consideration to be paid by any proposed subscriber and the terms and conditions of payment offered by any proposed subscriber (if any), (c) the aggregate number of New Securities proposed to be issued, and (d) the Issuance Date.
- 7.2 Each Shareholder (other than a MIP participant) shall have thirty (30) days after the receipt of the Issuance Notice to agree to subscribe for up to its Relevant Proportion of the New Securities at the price and upon the terms specified in the Issuance Notice by giving written notice (the "**Pre-emptive Exercise Notice**") to the Company and stating therein the quantity of New Securities to be subscribed.
- 7.3 Each Shareholder who issued a Pre-emptive Exercise Notice in accordance with Clause 7.2 shall pay for and complete the subscription within thirty (30) days after the date of its Pre-emptive Exercise Notice.
- 7.4 If a Shareholder does not deliver a Pre-emptive Exercise Notice within thirty (30) days of receipt of the Issuance Notice or does not subscribe for all of its Relevant Proportion of the New Securities or fails to pay for or complete the subscription within thirty (30) days after the date of Pre-emptive Exercise Notice in accordance with Clause 7.3, the Company shall be free to issue the New Securities which have not been accepted or subscribed by such Shareholder to any third parties (other than to a Competitor), provided that the New Securities shall not be issued on more favourable terms in any material respects than those offered to each Shareholder. The Company shall have ninety (90) days thereafter to complete the issue of the New Securities described in the Issuance Notice with respect to which the pre-emptive rights hereunder were not exercised. In the event that the Company has not issued and sold such New Securities within such ninety (90) day period, then the Company shall not thereafter issue or sell any New Securities without again first offering such New Securities to each Shareholder pursuant to Clauses 7.1 to 7.4 (inclusive).
- 7.5 Any issuance to a third party (other than a Competitor) in accordance with Clause 7.4 shall be conditional upon such third party first entering into a Deed of Adherence.

8. MANAGEMENT INCENTIVE PLAN

At any time following the Effective Date and before the QIPO, the Company proposes to implement a management incentive plan (the "**MIP**") for certain selected managers

utilising the MIP Shares which are held by CVC Holdco as at the Effective Date on the terms agreeable to the Shareholders, provided that:

- 8.1 CVC Holdco may transfer all of the MIP Shares to the MIPCo at the MIP Ratio for the purpose of establishment of the MIP;
- 8.2 the MIPCo may transfer such number of MIP Shares to each selected individual MIP participant at the MIP Ratio upon receipt from such MIP participant of a cash consideration equivalent to the price paid by CVC Holdco for such Shares under the Scheme;
- 8.3 any Preference Shares transferred to the MIPCo and/or a MIP participant shall be classified or re-classified as Preference A Shares; and
- 8.4 the MIP Shares shall represent up to one per cent. (1%) of the total amount of share capital in the Company in issue, which, when established, shall comprise such number of Ordinary Shares and Preference Shares as set out in Schedule 1 (*Company Shareholding*).

9. **EXIT**

- 9.1 The Shareholders shall use their respective best endeavours and cooperate with each other to procure that the Company shall consummate either a QIPO (in accordance with Clause 9.3 (*QIPO*)) or a Qualified Trade Sale (in accordance with Clause 9.4 (*Qualified Trade Sale*)) within three (3) to five (5) years of the Effective Date, through which CVC Holdco may dispose of some or all of its Shares, or interests in some or all of its Shares, ahead of or in priority to all the other Shareholders. The Shareholders agree that they shall consult with each other and with the Company on a regular basis and discuss in good faith the process and progress in respect of the QIPO and Qualified Trade Sale.
- 9.2 CVC Holdco shall, in its absolute discretion, have the right to decide whether and when to pursue a QIPO or a Qualified Trade Sale if an Exit has not occurred after five (5) years of the Effective Date, and Founder Holdco and the Company shall cooperate with CVC Holdco to consummate the QIPO or the Qualified Trade Sale.

9.3 **QIPO**

9.3.1 In accordance with Clause 9.1, the Company and the Shareholders shall in good faith take all necessary steps (including, without limitation, the exercise of its voting rights), cooperate and provide such assistance to ensure that an QIPO shall be implemented in accordance with this Agreement taking into consideration prevailing market conditions, including, without limitation, procuring that:

- (a) the Company and the Shareholders shall agree on and select a reputable renowned independent investment bank of international standing as the lead underwriter to provide financial advice and assistance to the Group in connection with the QIPO, and the Company, the Shareholders and the lead underwriter shall cooperate with each other, provide all such information and assistance as is required and discuss the terms of the QIPO;

- (b) the Company shall prepare the necessary preliminary offering memorandum, prospectus and/or other offering documents and all relevant applications for the QIPO, and to negotiate, finalise and execute the relevant underwriting or other agreements (if applicable) for the QIPO; and
 - (c) the Company and the Shareholders shall perform all necessary actions, including passing appropriate resolutions, providing appropriate information and signing appropriate documents and confirmations as may be required in accordance with Applicable Laws, in order to facilitate the consummation of the QIPO.
- 9.3.2 The Company shall keep each Shareholder regularly apprised with reasonable details of the status, progress and pricing of the QIPO and, if requested by the relevant Shareholder, the Company shall provide to such Shareholder copies of all draft preliminary offering memorandums, prospectuses and/or other offering documents and such other information relating to the QIPO as is reasonably requested.
- 9.3.3 Each Shareholder shall be entitled to participate in meetings with the recognised stock exchange, the underwriter(s) or other advisers in respect of the QIPO, and the Company shall provide to each Shareholder, the recognised stock exchange, the underwriter(s) or their advisers, reasonable information, assistance and access to premises or management in respect of the QIPO process.
- 9.3.4 CVC Holdco shall have the right (but not the obligation) to include in the QIPO any or all of its Shares in priority to the inclusion of the Shares of any other Shareholder for secondary sale in such QIPO.
- 9.3.5 In the event that (a) this Agreement is terminated pursuant to Clause 14 (*Termination*) upon consummation of a QIPO, and (b) CVC Holdco is still a Shareholder, to the extent permitted by the Applicable Laws, the Parties agree to amend this Agreement or enter into new agreement or arrangement with the same or substantially the same economic effect as Clause 1010 (*Share Adjustment, Dividend Clawback and Upside Sharing*). No QIPO shall be undertaken unless such amendment to this Agreement or new agreement or arrangement with the same or substantially the same economic effect as Clause 10 (*Share Adjustment, Dividend Clawback and Upside Sharing*) has been entered into.

9.4 **Qualified Trade Sale**

- 9.4.1 In accordance with Clause 9.1, if CVC Holdco elects to Exit through a Qualified Trade Sale, the Company and the other Shareholders shall in good faith take all necessary steps (including, without limitation, the exercise of its voting rights), cooperate and provide such assistance to CVC Holdco to ensure that the Qualified Trade Sale shall be implemented, including:
- (a) diligently pursuing and assessing any interested potential buyers and bids;

- (b) preparing any necessary preliminary or informative documents and cooperating and assisting with any due diligence exercise by potential buyers;
 - (c) negotiating, finalising and executing the relevant agreements for the Qualified Trade Sale; and
 - (d) performing all necessary actions, including passing appropriate resolutions as may be required in accordance with Applicable Laws, in order to facilitate the consummation of the Qualified Trade Sale.
- 9.4.2 Before the consummation of a Qualified Trade Sale, CVC Holdco shall provide a list of potential buyers of the Qualified Trade Sale to the Founder Holdco which shall be entitled to identify the Restricted Transferees. Unless Founder Holdco gives a prior written consent, no Qualified Trade Sale shall be undertaken if the buyer of a Qualified Trade Sale is a Restricted Transferee.
- 9.4.3 CVC Holdco shall have the right (but not the obligation) to include in the Qualified Trade Sale some or all of its Shares in priority to the inclusion of the Shares of any other Shareholder in such Qualified Trade Sale.
- 9.4.4 At the request of Founder Holdco, CVC Holdco shall use its reasonable efforts to procure that the third party buyer of a Qualified Trade Sale extends its offer to purchase some or all of the Shares held by Founder Holdco.
- 9.4.5 No Qualified Trade Sale shall be undertaken if it results in, at all times, more than two (2) buyers of the Shares of CVC Holdco.

9.5 **Costs**

- 9.5.1 All costs and expenses required to be paid in respect of or in connection with a QIPO under this Clause 9 (*Exit*) shall be borne and paid by the Company.
- 9.5.2 Each Party shall be responsible for its own costs and expenses required to be paid in respect of or in connection with a Qualified Trade Sale under this Clause 9 (*Exit*).

10. **SHARE ADJUSTMENT, DIVIDEND CLAWBACK AND UPSIDE SHARING**

- 10.1 Subject to and at the time of an Initial Exit, CVC Holdco shall transfer to Founder Holdco for nil consideration such number of Adjustment Shares as calculated in accordance with Schedule 4 (*Adjustment Shares*).
- 10.2 Subject to and at the time of a Triggering Exit (including where the Triggering Exit is also an Initial Exit),
- 10.2.1 CVC Holdco shall transfer to Founder Holdco for nil consideration such number of Adjustment Shares as calculated in accordance with Schedule 4 (*Adjustment Shares*);
 - 10.2.2 if the Net MoM upon a Triggering Exit (after taking into account any transfer of Adjustment Shares pursuant to Clause 10.2.1 and before taking into account

any Clawback Dividend) exceeds three and a half (3.5) times, CVC Holdco shall pay to Founder Holdco a cash amount of up to sixty three point five percent (63.5%) of the Preferred Dividend (the "**Clawback Dividend**") actually received by CVC Holdco as a holder of Preference B Shares (if any), provided and to the extent that such payment of the Clawback Dividend shall not decrease the Net MoM (after taking into account any Clawback Dividend) below three and a half (3.5) times; and

10.2.3 if the Net MoM upon an Exit (after taking into account any transfer of Adjustment Shares pursuant to Clause 10.2.1 and the payment of any Clawback Dividend pursuant to Clause 10.2.2 (if any) and before taking into account any Upside Cash) exceeds three and a half (3.5) times, CVC Holdco shall, subject to agreement with Founder Holdco, pay to Founder Holdco a cash amount equal to fifteen percent (15%) of the Excess Return Amount (the "**Upside Cash**"), provided and to the extent that such payment of the Upside Cash shall not decrease the Net MoM (after taking into account any Upside Cash payment) below three and a half (3.5) times.

10.3 For the avoidance of doubt, no Clawback Dividend and Upside Cash shall be paid at the time of an Initial Exit unless such Initial Exit is also a Triggering Exit in accordance with Clauses 10.2.2 and 10.2.3 respectively.

11. UNDERTAKINGS

11.1 Non-compete and non-solicitation

11.1.1 Subject to Clause 11.1.2, each of Founder Holdco, the Chairman, and the CCO undertakes, and shall procure that each of its respective Affiliates (including the entities operating the Other Operations upon completion of the Restructuring) undertakes, that it shall not, from the date of this Agreement and for so long as CVC Holdco holds an interest in the Company of not less than ten per cent (10%) of the Company's issued share capital, without the prior written consent of CVC Holdco, either alone or jointly with, through (which includes by ownership of any share or any other means of direct or indirect control) or on behalf of (whether as director, partner, consultant, manager, adviser, employee, agent or otherwise) any person, directly or indirectly:

- (a) carry on or be engaged in, own or have an interest (equity or otherwise) in any business which operates as a fashion brand owner and competes with, directly or indirectly, the Brand Operations (such business, a "**Restricted Activity**"); or
- (b) do or say anything which is harmful to any Group Company's goodwill (as subsisting at the date of this Agreement) or which may lead any person who has dealt with any Group Company to cease to deal with any Group Company on substantially equivalent terms to those previously offered or at all; or
- (c) solicit or contact with a view to his engagement or employment, any director or Senior Manager of any Group Company or any person who was a director or Senior Manager of any Group Company (other than an

Executive removed by CVC Holdco) at any time during the twelve (12) months prior to the date of such solicitation or contact (each a "**Restricted Person**").

11.1.2 Nothing contained in Clause 11.1.1 shall preclude or restrict Founder Holdco, the Chairman, or the CCO (or their respective Affiliates) from:

- (a) conducting activities in the ordinary course of business which does not compete with the Restricted Activity;
- (b) carry on or be engaged in, own or have an interest (equity or otherwise) in any business whose annual gross revenue derived from any Restricted Activity is less than HK\$50,000,000.00 (the "**New Venture**"), provided that if the annual gross revenue of the New Venture subsequently exceeds HK\$50,000,000.00, Founder Holdco, the Chairman, or the CCO (or their respective Affiliates) shall discuss in good faith with CVC Holdco to offer the CVC Network the opportunity to invest in or be interested in the ownership of the New Venture;
- (c) carrying on or engaging in the Other Operations;
- (d) (i) holding in aggregate not more than ten per cent (10%) of the issued share capital of any company whose shares are listed on a stock exchange, or (ii) holding in aggregate not more than fifty per cent (50%) of the issued share capital of any company or group of companies whose revenue derived from any Restricted Activity is less than twenty per cent (20%) of the total revenue of such company or group of companies; or
- (e) engaging or employing a Restricted Person who responded to a general public advertisement for employment (provided that such advertisement did not specifically mention or target such Restricted Person).

11.1.3 Each undertaking in Clause 11.1.1 constitutes an entirely independent undertaking. The Parties consider that the restrictions contained in this Clause 11.1 are reasonable but if any such restriction shall be found to be unenforceable but would be valid if any part of it were deleted or the period or area of application reduced such restriction shall apply with such modification as may be necessary to make it valid and effective.

11.2 **Bolt-on Investment**

Subject to and without limiting Clause 11.1, in the event that Founder Holdco, the Chairman, the CCO, or their Affiliates (including the entities operating the Other Operations upon completion of the Restructuring) wish to, or are offered any opportunity to, invest in or be interested in the ownership of a Restricted Activity (a "**Bolt-on Investment**"), Founder Holdco, the Chairman, the CCO, or their Affiliates (as the case may be) shall offer to the Group and the CVC Network the right (but not the obligation) to invest in or be interested in the ownership of such Bolt-on Investment (in case of a Group Company) through the Group or (in case of a member of the CVC Network) together with Founder Holdco, the Chairman, the CCO, or their Affiliates

(including entities operating the Other Operations upon completion of the Restructuring).

- 11.2.1 Once any Bolt-on Investment opportunity arises, Founder Holdco, the Chairman, the CCO, or their Affiliates (each a "**Bolt-on Investment Notifying Party**") shall send a written notice (including by email) (a "**Bolt-on Investment Notice**") to the Company and CVC Holdco as soon as reasonably practicable with sufficient details relating to such Bolt-on Investment, including (a) the subject matter of the Bolt-on Investment, and (b) material terms and conditions relating to the Bolt-on Investment. If so requested, the Bolt-on Investment Notifying Party shall use its best endeavours to procure that the Company or CVC Holdco is granted sufficient access to information or personnel in order for them to decide whether to participate in such Bolt-on Investment.
- 11.2.2 The Company and CVC Holdco may notify the Bolt-on Investment Notifying Party by written notice (including by email) (a "**Bolt-on Investment Interest Notice**") within one (1) month of the Bolt-on Investment Notice that a Group Company or a member of the CVC Network (a "**Bolt-on Investment Interested Party**") is interested in further evaluating such Bolt-on Investment (in case of a Group Company) through a Group Company or (in case of a member of the CVC Network) together with the Bolt-on Investment Notifying Party. Upon receipt of such Bolt-on Investment Interest Notice, the Bolt-on Investment Notifying Party shall use its best endeavours to procure that the Bolt-on Investment Interested Party, (in case of a Group Company) alone or (in case of a member of the CVC Network) together with the Bolt-on Investment Notifying Party, is able to: (i) proceed with the assessment, negotiation and consummation of, and (ii) invest in or be interested in the ownership of, such Bolt-on Investment.
- 11.2.3 Founder Holdco and CVC Holdco agree that the Company shall have the priority to participate in the Bolt-on Investment over the CVC Network unless such Bolt-on Investment is first presented to or sourced by the CVC Network.
- 11.2.4 If (a) the Company and/or CVC Holdco do not send any Bolt-on Investment Interest Notice during the one (1) month period provided under Clause 11.2.2, or (b) the Company and/or CVC Holdco inform the Bolt-on Investment Notifying Party that they do not wish to participate in the relevant Bolt-on Investment at any time, or (c) despite the best commercial endeavours of the Bolt-on Investment Notifying Party, the counterparty of such Bolt-on Investment only wishes to proceed the Bolt-on Investment transactions with the Bolt-on Investment Notifying Party, then, with prior written consent from CVC Holdco, (i) the Bolt-on Investment Notifying Party is free to participate or invest in such Bolt-on Investment, and (ii) such participation shall not be considered in breach of the non-competition restrictions contained in Clause 11.1.1(a).

11.3 Intellectual Property

Founder Holdco, the Chairman and the CCO shall use reasonable efforts to procure that the Company takes necessary or desirable actions to (a) protect the Intellectual Property of the Group, and (b) stop and prevent counterfeit production and unauthorised sale,

distribution or marketing of goods and merchandise exploiting the Intellectual Property of the Group.

11.4 Restructuring

Founder Holdco, the Chairman and the CCO agree and undertake to implement and complete, and shall procure that his or its Affiliates shall implement and complete, the Restructuring in accordance with the Restructuring Plan, including without limitation, establishing all applicable legal entities, executing all applicable legal documents required for transferring all applicable assets, employees and operations or otherwise giving effect to the Restructuring, making all applicable filings required by Applicable Laws, and obtaining all consents and approvals required by Applicable Laws or from a third party in order to consummate the Restructuring, in each case, in accordance with the timeline required for such step in the Restructuring Plan.

11.5 Compliance with this Agreement

Each Party undertakes to the other that it shall take all practicable steps including, without limitation, the exercise of votes it directly or indirectly controls at meetings of the Board and general meetings of the Company to ensure that the terms of this Agreement are complied with and to procure that the Board and the Company comply with its obligations and that it shall do all such other acts and things as may be necessary or desirable to implement this Agreement.

11.6 Conflicts with Articles

If any provision of the Articles at any time conflicts with any provision of this Agreement, this Agreement shall prevail as between Founder Holdco and CVC Holdco and the Parties shall whenever necessary exercise all voting and other rights and powers available to them to procure the amendment, waiver or suspension of the relevant provision of the Articles to the extent necessary to permit the Company and its affairs to be administered as provided in this Agreement.

11.7 Compliance

Each Party (other than CVC Holdco) undertakes to CVC Holdco to ensure that each Group Company shall conduct its business in compliance with all Applicable Laws.

11.8 Anti-Bribery and Anti-Money Laundering

Each Party (other than CVC Holdco) undertakes to CVC Holdco to procure that (a) each Group Company is at all times in compliance with applicable Anti-Bribery Laws and Anti-Money Laundering Laws; and (b) each Group Company shall not take any action, and procure that none of their respective Agents take any action, directly or indirectly, which would expose the Shareholder or any of its Affiliates to the risk of being exposed to an offence for violation of any applicable Anti-Bribery Laws or Anti-Money Laundering Laws.

12. CONFIDENTIALITY AND ANNOUNCEMENTS

- 12.1 For the purposes of this Clause 12, "**Confidential Information**" means all information of a confidential or proprietary nature (a) disclosed by one Party (the "**Disclosing**

Party") to any other Party (the "**Receiving Party**") whether before, on or after the date of this Agreement, or (b) relating to the Group and disclosed to the Receiving Party by the Company or a member of the Group.

12.2 Subject to Clause 12.3, during the term of this Agreement and after termination of this Agreement, the Receiving Party shall:

12.2.1 keep the Confidential Information confidential;

12.2.2 not disclose the Confidential Information to any other person other than with the prior written consent of the Disclosing Party or in accordance with Clause 12.3 or Clause 12.4; and

12.2.3 not use the Confidential Information for any purpose other than the performance of its obligations under this Agreement.

12.3 During the term of this Agreement, the Receiving Party may disclose Confidential Information:

12.3.1 to its directors, officers, employees and/or professional advisers in the normal course of the performance of their duties;

12.3.2 to any prospective acquirer, underwriter or financial institution providing financing and their respective directors, officers, employees and/or professional advisers in connection with any Exit as contemplated by Clause 9 (*Exit*), provided that such disclosure pursuant to Clauses 12.3.1 and 12.3.2 above is not in violation of the provisions of this Agreement if the recipient of Confidential Information (the "**Recipient**") has been advised by the relevant Receiving Party of the confidential nature of such Confidential Information, and has agreed to keep such information confidential on substantially the same terms as provided herein; or

12.3.3 where the Receiving Party is CVC Holdco, to its Affiliates and their respective directors, officers, partners, members, equity holders, existing and potential investors (and to existing and potential investors of any actual or potential private investment vehicle or any fund or account under management for which a member of the CVC Network and/or their respective Affiliates provides or will provide investment advisory or management services or serves or will serve as general partner or managing member (or other similar capacity)), existing and potential lenders (together with their employees, directors, officers, representatives and advisers (including counsel and accountants)), potential direct or indirect transferees (together with their employees, directors, officers, representatives and advisers (including counsel and accountants)), auditors, attorneys, financial advisers, consultants and other advisers.

12.4 Subject to Clause 12.5, the obligations contained in Clauses 12.2, 12.3 and 12.6 shall not apply to any Confidential Information which:

12.4.1 is at the date of this Agreement or at any time after the date of this Agreement in the public domain other than through breach of this Agreement by the Receiving Party or any Recipient;

- 12.4.2 (in relation to the information referred to in clause 12.1(a)) can be shown by the Receiving Party to the reasonable satisfaction of the Disclosing Party to have been known to the Receiving Party prior to it being disclosed by the Disclosing Party to the Receiving Party;
- 12.4.3 subsequently comes lawfully into the possession of the Receiving Party from a third party (other than a member of the Group); or
- 12.4.4 is required to be disclosed by any Applicable Laws or Authority (including the rules of any stock exchange).
- 12.5 If the Recipient/Receiving Party is required to make a disclosure or announcement in the circumstances contemplated by Clause 12.4.4 it shall, to the extent reasonably permitted and practicable, notify the Disclosing Party or the Company or the relevant member of the Group (as applicable) of its intention to disclose and, if appropriate, discuss with the Disclosing Party or the Company or the relevant member of the Group (as applicable) such disclosure. To the extent legally permitted, the Recipient/Receiving Party shall take reasonable measures to restrict the disclosure and shall take reasonable steps to allow the Disclosing Party or the Company or the relevant member of the Group (as applicable) to have an opportunity to oppose or restrict such disclosure. In the event that such disclosure shall still be required, the Recipient/Receiving Party shall use its reasonable best efforts to seek confidential treatment of such information.
- 12.6 During the term of this Agreement and after termination of this Agreement for any reason whatsoever, each Party undertakes to the other Parties not to issue any press release or make any public statement or other communication about the matters contained in this Agreement or any document referred to in it without the prior written consent of the other Parties (such consent not to be unreasonably withheld or delayed), unless required by any Applicable Laws or Authority (including the rules of any stock exchange).
- 12.7 The Parties hereto acknowledge that the disclosure of all or parts of this Agreement as required under the Codes on Takeovers and Mergers and Share Buy-backs shall not constitute a breach of this Clause 12.

13. COSTS

Except as otherwise expressly provided in this Agreement, each Party shall pay its own costs and expenses of and incidental to the negotiation, preparation, execution and implementation by it of this Agreement.

14. TERMINATION

14.1 Termination

Subject to Clause 14.2, this Agreement shall:

- 14.1.1 be terminated at any time by the written agreement of all of the Parties;
- 14.1.2 cease to apply to any Party if such Party ceases to hold at least ten percent (10%) of all of the issued share capital of the Company from time to time;

14.1.3 terminate upon the occurrence of a QIPO; and

14.1.4 terminate upon all of the Shares being held by one person.

14.2 Effect of termination

Each Party's further rights and obligations cease immediately on termination, except that the Surviving Provisions shall survive the termination of this Agreement and shall continue in full force and effect. Termination does not affect a Party's accrued rights and obligations at the date of termination.

15. GENERAL

15.1 No variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of each of the Parties.

15.2 The failure to exercise or delay in exercising a right or remedy under this Agreement shall not constitute a waiver of the right or remedy or a waiver of any other rights or remedies and no single or partial exercise of any right or remedy under this Agreement shall prevent any further exercise of the right or remedy or the exercise of any other right or remedy.

15.3 The rights and remedies contained in this Agreement are cumulative and not exclusive of any rights or remedies provided by Applicable Laws.

15.4 In the event that CVC Holdco makes any claim in respect of losses suffered as a result of the breach of this Agreement by the Chairman, CCO, the Founder Holdco or their respective Affiliates, the Parties agree that such loss shall be calculated by reference to either (at the CVC Holdco's discretion): (i) the net loss, liability and costs suffered by the Group (as adjusted to take account of the CVC Holdco's shareholding percentage in the Company); and (ii) the net loss, liability and costs suffered by the CVC Holdco.

15.5 Each Party undertakes to the other Parties to execute or procure to be executed all such documents and to do or procure to be done all such other acts and things as may be necessary to give all Parties the full benefit of this Agreement.

15.6 Except as otherwise set out herein, any date or period specified herein may be postponed or extended by mutual agreement among the Parties but, as regards any date or period originally fixed or so postponed or extended, time shall be of the essence.

15.7 This Agreement and each document referred to herein and therein constitute the entire agreement and supersede any previous agreements between the Parties relating to the subject matter hereof and thereof.

15.8 Each Party acknowledges and represents that it has not relied on or been induced to enter into this Agreement by a representation, warranty or undertaking (whether contractual or otherwise) given by any person or any of the other Parties other than as set out in this Agreement or each document referred to in it.

15.9 None of the Parties is liable to any of the other Parties (in equity, contract or tort (including negligence) or in any other way) for a representation, warranty or

undertaking that is not set out in this Agreement or any document referred to in this Agreement.

- 15.10 Nothing in this Agreement will be deemed to constitute a partnership between the Parties nor constitute a Party the agent of any other Party for any purpose.
- 15.11 If any provision in this Agreement shall be held to be illegal, invalid or unenforceable, in whole or in part, under any Applicable Law, such provision or part shall to that extent be deemed not to form part of this Agreement but the legality, validity and enforceability of the remainder of this Agreement shall not be affected.
- 15.12 Nothing in this Clause 15 (*General*) shall have the effect of limiting or restricting any liability arising as a result of any fraud, wilful misconduct or wilful concealment.
- 15.13 This Agreement may be executed in any number of counterparts each of which when executed and delivered shall be an original, but all the counterparts together shall constitute one and the same instrument.
- 15.14 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 any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Ordinance.
- 15.15 No Party shall assign, transfer or create any trust in respect of, or purport to assign, transfer or create any trust in respect of, any of its rights or obligations under this Agreement except in accordance with the terms of this Agreement.

16. NOTICES

- 16.1 A notice or other communication under or in connection with this Agreement (a "**Notice**") shall be in writing, in the English language, delivered by hand, e-mail or courier using an internationally recognised courier company, to the person(s) due to receive the Notice to the address set out in clause 16.2 or to another address or person specified by that person by not less than five (5) Business Days' written notice to the other Parties, such notice to be received before the Notice was despatched (and such new address or person shall, unless otherwise stated, thereafter apply to all Notices sent to that person).
- 16.2 For the purposes of this Clause 16, a Notice shall be sent to the e-mail addresses or addresses and for the attention of those persons set out below:

Chairman, CCO and Founder Holdco

For the attention of:
Sham Sau Han & Sham
Kar Wai

Address:
Flat B, 38/F, Tower 3,
Tregunter, 14 Tregunter
Path, Hong Kong

E-mail:
alisons@ithk.com,
karwais@ithk.com

CVC Holdco	Address:	E-mail:
For the attention of:	1009, 10/F Gloucester	yjiang@cvc.com
Yann Jiang	Tower, Landmark, 15	
	Queen's Road, Central,	
	Hong Kong	
 Company	Address:	E-mail:
For the attention of:	Mourant Governance	karwais@ithk.com /
Sham Kar Wai / Yann	Services (Cayman) Limited,	yjiang@cvc.com
Jiang	94 Solaris Avenue, Camana	
	Bay, PO Box 1348, Grand	
	Cayman KY1-1108,	
	Cayman Islands	
 <i>with a copy to</i>	Address:	E-mail:
For the attention of:	Flat B, 38/F, Tower 3,	alisons@ithk.com,
Sham Sau Han & Sham	Tregunter, 14 Tregunter	karwais@ithk.com
Kar Wai	Path, Hong Kong	

16.3 In the absence of evidence of earlier receipt, a Notice shall be deemed to have been duly given if:

- 16.3.1 delivered personally, when left at the address referred to in Clause 16.2;
- 16.3.2 sent by courier, two (2) Business Days after posting it; or
- 16.3.3 sent by e-mail, upon receipt.

17. GOVERNING LAW AND JURISDICTION

- 17.1 This Agreement is governed by, and shall be construed in accordance with, the laws of Hong Kong.
- 17.2 Any dispute, controversy or claim arising out of or in connection with this Agreement, including any question regarding its existence, validity, interpretation, breach or termination shall be referred to and finally resolved by arbitration at the Hong Kong International Arbitration Centre ("**HKIAC**") in accordance with the HKIAC Administered Arbitration Rules ("**Rules**"), which Rules are deemed to be incorporated by reference into this Clause and as may be amended by the rest of this Clause.
- 17.3 The seat of arbitration shall be Hong Kong. The arbitration agreement shall be governed by Hong Kong law. The language of the arbitration proceedings shall be English. The arbitration tribunal shall consist of three (3) arbitrators: each of Founder Holdco (for itself or on behalf of the Chairman or the CCO) or CVC Holdco shall be entitled to designate one (1) arbitrator and the two (2) arbitrators thus appointed shall designate the third arbitrator who shall be the presiding arbitrator; if within thirty (30) days of a request from the other Party to do so either Founder Holdco or CVC Holdco fails to designate an arbitrator, or if the two (2) arbitrators fail to designate the third arbitrator within thirty (30) days after the confirmation of appointment of the second arbitrator,

the appointment shall be made, upon request of either Founder Holdco or CVC Holdco, by the council established by HKIAC in accordance with the Rules.

SCHEDULE 1
COMPANY SHAREHOLDING

	Number of Ordinary Shares	Number of Preference A Shares	Number of Preference B Shares	Amount of the total share capital (HK\$)	Number of votes	% of the total share capital
Founder Holdco	4,987,055	1,801,891,996	0	1,806,879,051	1,806,879,051	50.51%
CVC Holdco	4,787,945	0	1,729,951,006	1,734,738,951	1,734,738,951	48.49%
MIPCo or the MIP participants (as applicable)	225,000	35,548,919	0	35,773,919	35,773,919	1.00%
Total	10,000,000	1,837,440,915	1,729,951,006	3,577,391,921	3,577,391,921	100.00%

SCHEDULE 3 PREFERENCE SHARE TERMS

1. DEFINITIONS

In addition to terms defined in this Agreement, in this Schedule 3:

"**Accrued Interest**" has the meaning given to it in paragraph 2.1.1 of this Schedule 3 below.

"**Liquidation Event**" means:

- (a) any liquidation, winding up or dissolution of the Company or any of its subsidiaries (either voluntary or involuntary) or any appointment of an administrator or a receiver over all or substantially all the assets of the Company or any of its subsidiaries;
- (b) any merger, consolidation or amalgamation or sale of shares of the Company or any of its subsidiaries with or into or to another entity, as a result of which, the Chairman, CCO, and or their Affiliates do not, directly or indirectly, retain more than fifty per cent. (50%) of the voting power of the Group or the surviving entity immediately following such transaction; or
- (c) any sale or transfer of all or substantially all of the assets of the Company or any of its subsidiaries (including sale of any material intellectual property rights of the Group).

"**Preference Share Price**" means HK\$1.00, being the per share price at which each Preference Share is issued or deemed to be issued (as adjusted for any Share subdivisions, consolidations, re-classification, script dividend, or other justifiable event from time to time, as mutually agreed between the Shareholders).

"**Preferred Dividend**" has the meaning given to it in paragraph 2.2 below.

2. ACCRUED INTREST AND DIVIDEND

2.1 Accrued Interest

2.1.1 A fixed, cumulative, and preferential dividend (the "**Accrued Interest**") shall accrue from day to day on each Preference Share then outstanding, at the rate of ten per cent. (10%) of the Preference Share Price per annum for each Preference Share from the Effective Date, compounded annually.

2.1.2 The Accrued Interest in respect of any Preference Share shall be payable as and when declared by the Board out of the profits of the Company lawfully available for distribution, provided that:

- (a) the Board shall have full discretion to determine whether the Accrued Interest would be declared and paid, and if so, the timing and the amount of the Accrued Interest to be paid, out of the distributable profits of the Company;

- (b) any unpaid Accrued Interest shall be carried forward and continue to accrue from day to day at the rate specified in paragraph 2.1.1 of this Schedule 3 above; and
- (c) the rights of each Preference Shareholder to receive the Accrued Interest shall rank senior and prior to and in preference to the dividend rights of any Ordinary Shareholder. No dividends or distributions (in whatever form) shall be declared or paid on any Ordinary Share unless each Preference Shareholder first receives or simultaneously receives in full its entitlement of the Accrued Interest accrued in respect of the Preference Shares it holds.

2.2 Preferred Dividend

Subject to Applicable Laws, so long as the balance sheet of the Group and the Group's debt financing terms permit a distribution (including through a dividend recapitalisation), the Company shall as soon as practicable and in any event prior to a Triggering Exit declare and pay in cash a preferred dividend (the "**Preferred Dividend**") to the holders of Preference B Shares, prior to and in preference to the dividend rights of any Ordinary Shareholder or any holders of Preference A Shares, provided that:

- 2.2.1 the aggregate amount of the Preferred Dividend shall be HK\$800,000,000.00 unless otherwise agreed by all Shareholders;
- 2.2.2 the Company and each Shareholder shall, and shall procure that each Group Company shall, do all things to enable the distribution of the Preferred Dividend, including by effecting a dividend recapitalisation, or by the Group Company distributing to the Company sufficient profits to enable the Company to pay such Preferred Dividend; and
- 2.2.3 the declaration and payment of the Preferred Dividend is in addition to any Accrued Interest and shall not in any way affect Preference B Shares holders' entitlement to the Accrued Interest.

3. LIQUIDATION

- 3.1.1 The occurrence of any Liquidation Event shall be subject to the prior written consent of the holders of Preference B Shares. Upon occurrence of a Liquidation Event:
 - (a) holders of Preference B Shares then outstanding shall, prior to and in preference to any payments to holders of any Ordinary Shares and Preference A Shares or any other class of Shares, (i) be entitled to participate in, directly or indirectly, the Liquidation Event, or (ii) be paid by the Company, out of any relevant proceeds or assets available for distribution, in respect of each Preference B Share, an aggregate amount equal to (x) the Preference Share Price (the aggregate amount being the CVC Capital Contribution Amount); and (y) all accrued and unpaid interest or dividend thereon (including both the Accrued Interest and the Preferred Dividend);

- (b) if there are any assets of the Company or its subsidiaries legally available for distribution after the payments referred to in paragraph 3.1.1(a) above, the Company shall, prior to and in preference to any payments to holders of Ordinary Shares, pay to all holders of Preference A Shares then outstanding, in respect of each Preference A Share, an aggregate amount equal to (i) the Preference Share Price; and (ii) all accrued and unpaid interest or dividend thereon (including the Accrued Interest); and
- (c) if there are any assets of the Company or its subsidiaries legally available for distribution after the payments referred to in paragraphs 3.1.1(a) and 3.1.1(b) above, holders of the Ordinary Shares shall be entitled to participate pro rata in the residual assets of the Company and or its subsidiaries on an as-converted basis.

3.1.2 The Company shall give each holder of Preference Shares then outstanding written notice of any Liquidation Event as soon as practicable and in no event later than ten (10) Business Days prior to such occurrence. In the event that the requirements in paragraph 3.1.1 above are not complied with in respect of transactions described in paragraphs (b) and (c) in the "Liquidation Event" definition, the Company shall either (i) cause such closing to be postponed until such time as the requirements of paragraph 3.1.1 have been complied with, or (ii) cancel such transaction.

4. **CONVERSION**

4.1 Immediately prior to the consummation of any public offering of any Shares in the Company and subject to compliance with Applicable Laws, all Preference Shares held by each Preference Shareholder shall be automatically and mandatorily converted to such number of fully paid Ordinary Shares as is determined by the following formula:

A/B

where:

- A is the aggregate amount of Preference Share Price with respect to all the Preference Shares held by such Preference Shareholder, plus all accrued and unpaid interest or dividend thereon (including any Accrued Interest and the Preferred Dividend, if applicable) entitled to be received by such Preference Shareholder pursuant to paragraph 2 of this Schedule 3 above immediately prior to the conversion; and
- B is the initial offer price of the Ordinary Shares (on an as converted basis) in the relevant public offering.

4.2 The Ordinary Shares to which a Preference Shareholder is entitled upon conversion shall (a) be credited as fully paid, free from all Encumbrances; (b) rank *pari passu* in all respects and form one (1) class with the Ordinary Shares then in issue; and (c) entitle the holder of such new Ordinary Shares to be paid a pro rata share of all dividends and other distributions declared, made or paid on Ordinary Shares after the date of the conversion.

- 4.3 If at any time the number of authorised but unissued Ordinary Shares shall not be sufficient to effect the conversion of all of the then outstanding Preference Shares, the Company shall take all corporate actions as may be necessary to increase the number of shares that the Company is authorised to issue to such number of shares as shall be sufficient for such purpose.
- 4.4 Any conversion of Preference Shares then outstanding shall be effected by the redemption and cancellation of the relevant number of Preference Shares and the issuance of the appropriate number of new Ordinary Shares in accordance with this paragraph 4 of this Schedule 3. Any Preference Share, upon conversion, will be cancelled and will not be available for reissue thereafter and all rights with respect to such Preference Shares shall cease with effect from the date of conversion except for the right of the holders thereof to receive new Ordinary Shares.
- 4.5 No fractions of new Ordinary Shares shall be allotted and issued to a Preference Shareholder and the number of new Ordinary Shares shall be rounded down to the nearest whole number. In lieu of any fraction of a new Ordinary Share, the Company shall pay to the relevant Preference Shareholder, in cash, an amount equal to such fraction of the conversion price per issued new Ordinary Share.

5. VOTING

- 5.1 The Preference Shares shall confer and carry the right to vote (one vote per Preference Share).

SCHEDULE 4 ADJUSTMENT SHARES

The number of Adjustment Shares to be transferred by CVC Holdco to Founder Holdco pursuant to Clause 10.1 or 10.2.1 (including the proportionate breakdown between the Ordinary Shares and Preference Shares at the Non-MIP Ratio, if applicable) shall be calculated by CVC Holdco and agreed mutually between CVC Holdco and Founder Holdco at the time of the Initial Exit or Triggering Exit (as applicable) by reference to the Gross MoM and the Net MoM expected to be achieved by CVC Holdco upon the Initial Exit or Triggering Exit (as applicable).

In case of an Initial Exit (excluding where the Initial Exit is also a Triggering Exit):

- (a) If the Gross MoM of CVC Holdco upon an Initial Exit is greater than or equal to 3.2 times (the "**Reference Gross MoM**"), CVC Holdco shall return to Founder Holdco such number of Shares representing such percentage of the share capital in the Company immediately after the Effective Date in accordance with the schedule as set out in the table below (with the proportionate breakdown between the Ordinary Shares and Preference Shares at the Non-MIP Ratio, if applicable); provided and to the extent that, after the transfer of such Adjustment Shares by CVC Holdco to Founder Holdco pursuant to Clause 10.1, the Net MoM of CVC Holdco upon such Initial Exit and transfer of Adjustment Shares is still greater than or equal to such Net MoM corresponding to the Reference Gross MoM in table below.
- (b) The maximum number of the Adjustment Shares to be transferred by CVC Holdco to Founder Holdco pursuant to Clause 10.1 shall be such number of Shares representing 9.75% of the share capital of the Company immediately after the Effective Date ("**Maximum Adjustment Shares**") (with the proportionate breakdown between the Ordinary Shares and Preference Shares at the Non-MIP Ratio, if applicable). CVC Holdco is not obligated to transfer to Founder Holdco any Shares in addition to such Maximum Adjustment Shares pursuant to Clause 10.1.
- (c) The table below sets out the percentage of Adjustment Shares in column (B) corresponding to the Gross MoM and Net MoM in column (A).

In case of a Triggering Exit (including where the Triggering Exit is also an Initial Exit):

- (d) If the Gross MoM of CVC Holdco upon a Triggering Exit is greater than or equal to 3.2 times (the "**Reference Gross MoM**"), CVC Holdco shall return to Founder Holdco such number of Shares representing such percentage of the share capital in the Company immediately after the Effective Date (taking into account and including any Adjustment Shares transferred by CVC Holdco to Founder Holdco at an Initial Exit pursuant to Clause 10.1) in accordance with the schedule as set out in the table below (with the proportionate breakdown between the Ordinary Shares and Preference Shares at the Non-MIP Ratio, if applicable); provided and to the extent that, after the transfer of such Adjustment Shares by CVC Holdco to Founder Holdco pursuant to Clause 10.2.1,
 - (i) the Net MoM of CVC Holdco upon such Triggering Exit and transfer of Adjustment Shares is still greater than or equal to such Net MoM corresponding to the Reference Gross MoM in the table below; and

- (ii) the number of Adjustment Shares to be transferred shall not be more than that as if all previous Exits (if any) and the Triggering Exit were to occur at the same time.
- (e) The maximum number of the Adjustment Shares to be transferred by CVC Holdco to Founder Holdco pursuant to Clause 10.2.1 (taking into account and including any Adjustment Shares transferred by CVC Holdco to Founder Holdco at an Initial Exit pursuant to Clause 10.1) shall be such number of Shares representing 13.00% of the share capital of the Company immediately after the Effective Date (the "**Maximum Adjustment Shares**") (with the proportionate breakdown between the Ordinary Shares and Preference Shares at the Non-MIP Ratio, if applicable). CVC Holdco is not obligated to transfer to Founder Holdco any Shares in addition to such Maximum Adjustment Shares pursuant to Clause 10.2.1.
- (f) The table below sets out the percentage of Adjustment Shares in column (C) corresponding to the Gross MoM and Net MoM in column (A).

In all Exit:

- (g) No fractions of the Adjustment Shares shall be transferred. If the number of the Adjustment Shares calculated pursuant to this Schedule 4 (*Adjustment Shares*) involves any fraction, the number of the Adjustment Shares shall be rounded down to the nearest whole number and CVC Holdco may elect to pay to Founder Holdco an amount equal to such fraction in cash or in any other manner as agreed between CVC Holdco and Founder Holdco.

(A) MoM		(B)	(C)
If the Gross MoM upon an Initial Exit or Triggering Exit (as applicable) is greater than or equal to	If the Net MoM upon an Initial Exit or Triggering Exit (as applicable) is greater than or equal to	Maximum % of Adjustment Shares out of the total share capital of the Company immediately after the Effective Date at an Initial Exit	Maximum % of Adjustment Shares out of the total share capital of the Company immediately after the Effective Date at a Triggering Exit (taking into account and including any Adjustment Shares transferred at an Initial Exit)
4.541 times	3.500 times	9.75%	13.00%
4.500 times	3.499 times	9.47%	12.63%
4.400 times	3.498 times	8.76%	11.68%
4.300 times	3.497 times	8.02%	10.69%
4.200 times	3.491 times	7.27%	9.69%
4.100 times	3.480 times	6.54%	8.72%
4.000 times	3.465 times	5.81%	7.75%
3.900 times	3.446 times	5.09%	6.79%
3.800 times	3.422 times	4.37%	5.82%
3.700 times	3.395 times	3.64%	4.85%
3.600 times	3.364 times	2.91%	3.88%
3.500 times	3.329 times	2.18%	2.91%
3.400 times	3.290 times	1.46%	1.94%
3.300 times	3.247 times	0.73%	0.97%
3.200 times	3.200 times	0.00%	0.00%

SCHEDULE 5

RESERVED MATTERS

1. Any amendment of the memorandum and Articles of the Company or other constitutional document of a Group Company.
2. Any amendment or change of the rights, preferences, privileges or powers of, or the restrictions provided for the benefit of, the Preference Shares.
3. Any increase of the share capital or registered capital or the issue of Securities by any Group Company, except for issue of Securities by a Group Company to another Group Company.
4. Any redemption, buyback, cancellation, reduction or repurchase of any shares or any Securities, or decrease of, or other amendments or variations to, the share capital or registered capital by the Company.
5. Any voluntary liquidation, dissolution, winding up or similar proceedings of any Group Company.
6. Any approval, amendment to or deviation from the Business Plan or annual budget for any Group Company.
7. Any change in the size of the Board or any Board Committee or any board of directors of any Group Company or any committee thereof.
8. Any change to the name or the general nature, scope or the strategic direction of the business or entry into any new business lines or discontinuance of any existing business lines by the Group.
9. Any investment into any new businesses, partnerships or joint ventures that is not provided for in the Business Plan.
10. Incurring or agreeing to incur capital expenditures by any Group Company in excess of USD 1 million for any single item or in aggregate during any 12-month period other than provided in the Business Plan.
11. Any acquisition or disposal of any assets, business, securities, investments or properties of a transaction value by any Group Company that exceeds USD 3 million in aggregate during any 12-month period other than provided in the Business Plan.
12. Any sale, Transfer or other disposal of its beneficial interest in any Group Company or all or substantially all of any Group Company's material business or assets.
13. Any merger, amalgamation, or consolidation or business combination or consortium or joint venture with any other company or acquisition by any Group Company of the shares or assets or undertakings of another company, of a transaction value that exceeds the lower of (i) USD 3 million; and (ii) 1% to 3% of the asset value of the Group.
14. Any licensing, Transfer or disposal of or other dealing with any material trademarks or other intellectual property rights by any Group Company other than in the ordinary

course of its business (including the licensing of intellectual property rights in connection with "cross-over" cooperation arrangements).

15. Any declaration or payment of any dividends or other distributions by the Company.
16. Granting of any loans or incurring any form of borrowing or indebtedness, or making any amendments thereto, by any Group Company, in excess of USD 5 million for any single item or in aggregate during any 12-month period other than provided in the Business Plan.
17. Giving any guarantee, indemnity or acting as surety or creating any Encumbrance over any assets of any Group Company, in excess of USD 5 million for any single item or in aggregate during any 12-month period other than provided in the Business Plan;
18. Undertaking, agreeing to undertake, commencing any process for, signing any legal documents in relation to, or completing or consummating of (a) an initial public offering of any Securities of any Group Company, (b) a QIPO, or (c) a Qualified Trade Sale.
19. Appointment or removal of its auditors for any Group Company or any material change in accounting practices or policies.
20. Appointment of any Executive.
21. Establishing or amending or terminating the MIP or adopting, implementing or amending or terminating any other profit sharing, share option, or other employee share incentive scheme benefiting senior management, or any issuances with respect thereto.
22. Entering into any related party transactions between, on the one hand, any Group Company and, on the other hand, (a) the Chairman or the CCO, (b) any of their Affiliates, (c) any shareholder, director or manager of any Group Company, the Chairman or the CCO, or any of their Affiliates, or (d) a person connected with any of them (including immediate family members) (each a "**Related Party**"), in excess of USD 1 million.
23. Commencing or settling any litigation or arbitration proceedings or other dispute in an amount in excess of USD 1 million.

EXECUTED by the Parties:

SIGNED by
SHAM KAR WAI

A handwritten signature in black ink, consisting of a stylized, cursive script. The signature is written over a horizontal line. The first part of the signature is a large, looped 'S' shape, followed by a series of smaller, connected strokes that form the rest of the name. The signature is positioned to the left of the text 'SHAM KAR WAI'.

SIGNED by
SHAM KIN WAI



SIGNED

For and on behalf of

3WH (BVI) LIMITED



Name: SHAM SAU HAN

Position: DIRECTOR

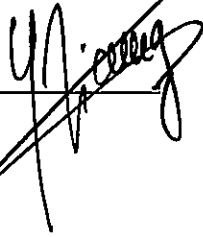
SIGNED

For and on behalf of

BROOKLYN LIMITED

Name: Jiang Yann

Position: Director

A handwritten signature in black ink, appearing to read 'Jiang Yann', is written over a horizontal line. A long, sweeping diagonal line extends from the signature towards the top right of the page.

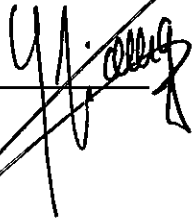
SIGNED

For and on behalf of

BROOKLYN COMPANY LIMITED

Name: Jiang Yann

Position: Director

A handwritten signature in black ink, appearing to be 'Jiang Yann', is written over a horizontal line. A large, diagonal line is drawn across the signature and the text 'BROOKLYN COMPANY LIMITED'.