

THIS **ACQUISITION AGREEMENT** is entered into on

BETWEEN

(1) , a company incorporated and existing under the laws of Hong Kong, whose registered office is at (the "**Seller**")

(2) , a company incorporated and existing under the laws of Hong Kong, whose registered office is at (the "**Buyer**")

WHEREAS

(A) (the **Company**) is a company limited by shares incorporated in . The Seller is the legal and beneficial owner of shares of each (the **Shares**) in the Company.

(B) The Seller has agreed to sell all of the Shares to the Buyer for the consideration and upon the terms set out in this Agreement.

It is agreed as follows:

1. Sale of the shares and consideration

1.1 The Seller agrees to sell (or procure the sale of) the Shares and the Buyer agrees to purchase the Shares with effect from the close of business on . The Shares shall be sold free from all security interests, options, equities, claims or other third party rights (including, without limitation, rights of pre-emption) of any nature whatsoever, together with all rights attaching to them including, without limitation, the right to receive all dividends and other distributions declared, made or paid on or after .

1.2 The total price payable by the Buyer to the Seller for the Shares shall be the sum of , which shall be paid in cash on Completion.

1.2 The total consideration for the sale of the Shares shall be the sum of to be satisfied by the allotment by the Buyer to the Seller of ordinary shares credited as fully paid in the capital of the Buyer (the **Consideration Shares**). The Consideration Shares shall rank pari passu with the existing ordinary shares of in the capital of the Buyer

2. Completion

2.1 The sale and purchase of the Shares shall be completed, when the events set out in the following provisions of this clause 2 shall take place.

2.2 The Seller shall deliver or cause to be delivered to the Buyer:

(a) duly executed transfers into the name of the Buyer or its nominee in respect of all the Shares, together with the relative share certificates;

(b) share certificates in respect of all the issued shares in the capital of any subsidiary;

- (c) a counterpart original of the Transitional Services Agreement, duly executed by the Seller;
- (d) the Certificate of Incorporation, the Common Seal, all minutes books, Share Registers and Share Certificate Books (with any unissued share certificates) and other statutory books of the Company;
- (e) a letter of resignation duly executed by each of the directors and the secretary of the Company.

2.3 The purchase price referred to in clause 1.2 shall be paid to the Seller by electronic funds transfer to the Seller's bank account at .

2.3 The Buyer shall, in satisfaction of its obligations under clause 1.2 cause the Consideration Shares to be allotted to the Seller and the Seller's name to be entered in the register of members in respect thereof (with a relative share certificate being delivered to the Seller).

3. Entire agreement

This Agreement sets out the entire agreement and understanding between the parties in respect of the sale and purchase of the Shares. It is agreed that:

- (a) No party has entered into this Agreement in reliance upon any representation, warranty or undertaking of any other party which is not expressly set out or referred to in this Agreement.
- (b) A party may claim in the contract for breach of warranty under this Agreement but shall have no claim or remedy under this Agreement in respect of misrepresentation (whether negligent or otherwise, and whether made prior to and/or in, this Agreement) or untrue statement made by any other party.

4. Counterparts

This Agreement may be entered into in any number of counterparts and by the parties to it on separate counterparts, each of which is an original, but all of which together constitute one and the same instrument.

5. Further assurance

The Seller agrees to perform (or procure the performance of) all further acts and things, and execute and deliver (or procure the execution and delivery of) such further documents, as may be required by law or as the Buyer may reasonably require, whether on or after Completion, to implement and/or give effect to this Agreement and the transaction contemplated by it and for the purpose of vesting in the Buyer the full benefit of the assets, rights and benefits to be transferred to the Buyer under this Agreement.

6. Severability

If any provision of this Agreement is held to be invalid or unenforceable, then such provision shall (so far as it is invalid or unenforceable) be given no effect and shall be deemed not to be included in this Agreement but without invalidating any of the remaining provisions of this Agreement. The parties shall then use all reasonable endeavours to replace the invalid or

unenforceable provision by a valid and enforceable substitute provision the effect of which is as close as possible to the intended effect of the invalid or unenforceable provision.

7. Variation

No variation of this Agreement (or of any of the documents referred to in this Agreement) shall be valid unless it is in writing and signed by or on behalf of each of the parties to it. The expression "variation" shall include any variation, supplement, deletion or replacement however effected.

8. No Rights under Contracts (Rights of Third Parties) Ordinance

A person who is not a party to the Contract shall have no right under the Contracts (Rights of Third Parties) Ordinance to enforce any of its terms.

9. Governing law, jurisdiction

As witness this Agreement has been signed by the duly authorised representatives of the parties the day and year above written.