

Dated the 4th day of December 2017

日期 2017 年 12 月 4 日

NEW SPORTS GROUP LIMITED

新體育集團有限公司

(as the “Company”)

(「該公司」)

and

TENGYUE LIMITED

騰躍有限公司

(as the “Subscriber”)

(「認購方」)

SUBSCRIPTION AGREEMENT
in relation to shares of
NEW SPORTS GROUP LIMITED
有關新體育集團有限公司股份的
認購協議

THIS AGREEMENT is made on the 4th day of December 2017

本協議於 2017 年 12 月 4 日由以下各方簽署

BETWEEN:

- (1) **NEW SPORTS GROUP LIMITED**, a company incorporated in Cayman Islands with limited liability whose registered office is situate at Cricket House, Hutchins Drive, P.O. Box 2681, Grand Cayman, KY1-1111, Cayman Islands (the “**Company**”); and
新體育集團有限公司，一家於開曼群島成立的公司，其註冊辦事處位於 Cricket House, Hutchins Drive, P.O. Box 2681, Grand Cayman, KY1-1111, Cayman Islands (「該公司」)；及
- (2) **TENGYUE LIMITED**, a company incorporated in British Virgin Islands with limited liability whose registered office is situate at Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands (the “**Subscriber**”).
騰躍有限公司，一家於英屬處女群島成立的公司，其註冊辦事處位於 Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands (「認購方」)。

WHEREAS:

- (A) The Company is a company incorporated in Cayman Islands with limited liability, and the shares of which are listed on the main board of The Stock Exchange of Hong Kong Limited (stock code: 299).
該公司為一家於開曼群島成立的公司，其股份在香港聯合交易所有限公司（股份代號：299）主板上市。
- (B) The Subscriber is an investment holding company and each of the Subscriber and its ultimate beneficial owner is an independent third party not connected with the Company and connected person of the Company.
認購方為一家投資控股公司，而認購方及其最終實益擁有人均為獨立第三方，與該公司及該公司關聯人士並無任何關聯。
- (C) On 16 November 2017, the Board announced the proposal to effect the Share Consolidation whereby every twenty (20) existing issued and unissued Shares of par value of HK\$0.0025 each into the share capital of the Company will be consolidated into one (1) Consolidated Share of par value of HK\$0.05 each.
於二零一七年十一月十六日，董事會宣佈建議進行股份合併，據此，該公司股本中每二十（20）股每股面值 0.0025 港元之現有已發行及未發行股份，將合併為一（1）股每股面值 0.05 港元之合併股份。
- (D) The Company has agreed to allot to the Subscriber, and the Subscriber has agreed to subscribe for the Subscription Shares subject to and in accordance with the terms and conditions herein.

該公司已同意向認購方配發及發行，而認購方已同意認購，總計認購股份（定義見下文），有關認購根據本協議條款進行。

NOW IT IS HEREBY AGREED as follows:

各方謹達成協議如下：

1. Interpretation
釋義

1.1 In this Agreement (including the Recitals) and in the Schedules, except where the context otherwise requires:

在本協議中（包括序言），除非文義另有所指，否則下列詞語有以下意義：

“**Announcement**” the announcement (in the agreed form of the Company and the Subscriber) to be issued on behalf of the Company in respect of, among other things, this Agreement immediately following the execution of this Agreement;

「公告」 本協議簽署後由該公司所發佈有關（其中包括）本協議的公告（該公司及認購方約定的格式）；

“**Associates**” has the meaning ascribed thereto in the Listing Rules;

「聯繫人」 具有上市規則所賦予之涵義；

“**Business Day**” means any day (other than a Saturday) on which banks are open for business in Hong Kong;

「營業日」 指任何香港銀行一般開放營業的日子（不包括星期六）；

“**Board**” means the board of directors of the Company;

「董事會」 指該公司的董事會；

“**CCASS**” the Central Clearing and Settlement System established and operated by Hong Kong Securities Clearing Company Limited;

「中央結算系統」 由香港中央結算系統有限公司設立及經營的中央結算系統；

“**Completion**” means completion of the subscription of the Subscription Shares in accordance with the provisions of Clause 5;

「成交」 指認購方根據第 5 條完成認購認購股份；

“**Completion Date**” means a date within 30 Business Days following the fulfillment of the Condition Precedent or such other date as the Parties may agree in writing prior thereto;

| | |
|--------------------------------|---|
| 「成交日」 | 指先決條件達成後三十個營業日內的其中一日或雙方可以書面同意的其他日期； |
| “Conditions Precedent” | means the conditions precedent as set out in Clause 4.1; |
| 「先決條件」 | 指第 4.1 條所述的先決條件； |
| “Connected Person” | has the meaning ascribed thereto in the Listing Rules and “connected” shall be construed accordingly; |
| 「關連人士」 | 具有上市規則所賦予之涵義，而「關連」應相應解釋； |
| “Consideration” | means the consideration for the allotment and issue of the Subscription Shares in the amount stated in Clause 3.1; |
| 「代價」 | 指根據第 3.1 條所述配發及發行認購股份之代價； |
| “Consolidated Share(s)” | means ordinary shares of HK\$0.05 each in the share capital of the Company upon completion of the Share Consolidation; |
| 「合併股份」 | 指於股份合併完成後，該公司股本每股港幣 0.05 元的普通股； |
| “Directors” | means directors of the Company; |
| 「董事」 | 指該公司的董事； |
| “Encumbrance” | means any mortgage, fixed or floating charge, pledge, lien, option, restriction, guarantee, trust, right to acquire, right of pre-emption, or any other encumbrance, legal or equitable third party right or interest including any assignment by way of security or trust arrangement for the purpose of providing security or other security interest of any kind (including title transfer and retention arrangements), and any other type of agreement or arrangement howsoever created or arising having a similar effect, or any agreement or arrangement to create any of the foregoing; |
| 「產權負擔」 | 指任何抵押、固定或浮動抵押、質押、留置權、期權、限制、擔保、信託、收購權、優先購買權或任何其他產權負擔、法定或衡平法上的第三方的權利或權益，包括任何為提供擔保或其他擔保權益（包括所有權轉移和保留契約）、通過擔保或信託安排的轉讓，以及任何其他具有類似效果的協議或契約，或任何達到上述目的的協定或契約； |

| | |
|--|---|
| <p>“Hong Kong” 「香港」</p> | <p>means the Hong Kong Special Administrative Region of the People’s Republic of China; 指中華人民共和國香港特別行政區；</p> |
| <p>“Listing Committee” 「上市委員會」</p> | <p>means the Listing Committee of the Stock Exchange; 指聯交所上市委員會；</p> |
| <p>“Listing Rules” 「上市規則」</p> | <p>means the Rules Governing the Listing of Securities on the Stock Exchange; 指聯交所證券上市規則；</p> |
| <p>“Parties” 「雙方」</p> | <p>means the named parties to this Agreement and their respective successors, and a “Party” shall be construed accordingly; 指本協議指明的協議方及其各自的繼任人，而「一方」應按此解釋；</p> |
| <p>“SFC” 「證監會」</p> | <p>means the Securities and Futures Commission of Hong Kong; 指證券及期貨事務監察委員會；</p> |
| <p>“Share(s)” 「股份」</p> | <p>means ordinary shares of HK\$0.0025 each in the share capital of the Company prior to the Share Consolidation; 指於股份合併完成前，該公司股本每股港幣 0.0025 元的普通股；</p> |
| <p>“Shareholder(s)” 「股東」</p> | <p>means holder(s) of the Shares; 指股份持有人；</p> |
| <p>“Share Consolidation” 「股份合併」</p> | <p>means the proposed consolidation of every twenty (20) existing issued and unissued Shares of par value of HK\$0.0025 each into the share capital of the Company into one (1) Consolidated Share of par value of HK\$0.05 each 指該公司股本中每二十（20）股每股面值港幣 0.0025 元之現有已發行及未發行股份合併為一（1）股每股面值港幣 0.05 元之合併股份的建議合併；</p> |
| <p>“Stock Exchange” 「聯交所」</p> | <p>means The Stock Exchange of Hong Kong Limited; 指香港聯合交易所有限公司；</p> |
| <p>“Subscription Price” 「認購價」</p> | <p>means the subscription price of HK\$0.55 per Subscription Share; 指每股認購股份的認購價港幣 0.55 元；</p> |

| | |
|-----------------------|---|
| “Subscription Shares” | means a total of 340,521,351 new Consolidated Shares to be allotted and issued by the Company to the Subscriber pursuant to this Agreement; |
| 「認購股份」 | 指根據本協議該公司向認購方配發及發行共 340,521,351 股的新合併股份; |
| “HK\$” | means Hong Kong dollars, the lawful currency of Hong Kong; and |
| 「港幣」 | 指港幣，香港的法定貨幣；及 |
| “%” | means per cent. |
| 「%」 | 指百分比。 |

- 1.2 A particular statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts and subordinate legislation for the time being in force made under it provided that, as between the Parties, no such amendment or re-enactment made after the date of this Agreement shall apply for the purposes of this Agreement to the extent that it would impose any new or extended obligation, liability or restriction on, or otherwise adversely affect the rights of, any Party.
法規、法律規定或附屬法例指其不時生效的文件，包括任何修訂或重新頒佈，並且包括其修訂或重新頒佈的任何法規、法律規定或附屬法例以及根據其制定的現行生效的附屬法例，但前提是，在本協議日期之後的修訂或重新頒佈不會對任何一方帶來新增或者延伸的義務、責任或限制，也不會對其權利產生不利影響。
- 1.3 Unless the context requires otherwise, references herein to persons include references to individuals, firms, companies, corporations and unincorporated bodies of persons and vice versa.
除文義另有所指外，本協議提及的人士包括個人、企業、公司、法人團體及非法人團體及反之亦然。
- 1.4 Unless the context requires otherwise, reference herein to Clauses, Recitals and Schedules are to clauses, recitals in and schedule to this Agreement and the Schedule shall be deemed to form part of this Agreement.
除文義另有所指外，本協議提及的條款、引言和附表為本協議的條款、引言和附表。附表將被視為本協議的一部分。
- 1.5 The headings are inserted for convenience only and shall not affect the construction of this Agreement.
標題僅為方便起見方才包括於本協議，並不影響本協議的解釋。
- 1.6 Unless the context requires otherwise, in this Agreement words importing the singular include the plural and vice versa and words importing a gender or the neuter include both genders and the neuter.

除非上下文另有規定，否則在本協議中，單詞具有單數意思包括複數及反之亦然；單詞具有單一性別或中性意思包括兩個性別及中性。

- 1.7 The expressions the “Company” and the “Subscriber” shall, where the context permits, include their respective successors, personal representatives, executors, administrators, estates and permitted assigns.
根據上下文許可，「該公司」及「認購方」的表述，包括各自的繼承人、個人代表、執行人、行政人員、遺產及許可轉讓人。

2. Subscription of Consolidated Shares **認購合併股份**

Subject to the terms of this Agreement, the Company agrees to allot and issue to the Subscriber and the Subscriber agrees to subscribe the Subscription Shares on Completion free from all Encumbrances and together with all rights now or hereafter attaching or accruing to the Subscription Shares as at the Completion Date.

除非本協議條款另有規定外，該公司同意配發及發行認購股份，而認購方同意於成交時，認購沒有任何產權負擔的認購股份，連同所有現有或以後於成交日時附加或應佔認購股份之權利。

3. Consideration **代價**

- 3.1 The Consideration payable by the Subscriber for the Subscription Shares shall be HK\$187,286,743.05 which is the amount equal to the Subscription Price multiplied by the number of Subscription Shares.
認購方就認購股份支付的代價為港幣 187,286,743.05 元，相等於認購價乘以認購股份數目。

- 3.2 The Consideration shall be settled by the Subscriber delivering to the Company upon Completion a cashier order drawn in favour of the Company or other forms of payment as acceptable by the Company.
認購方於成交時須向該公司交付收款人為該公司的現金本票或以該公司接受的支付方式，以支付代價。

4. Conditions Precedent **先決條件**

- 4.1 Completion is conditional upon the fulfillment of the following conditions: -
成交須待下列各項條件達成後，方告完成：
- (a) the Share Consolidation becoming effective; and
股份合併生效；及

- (b) the Listing Committee granting approval for the listing of and permission to deal in the Subscription Shares.

上市委員會批准認購股份上市及買賣後方可作實。

- 4.2 If any of the foregoing condition is not fulfilled on or prior to the 30th day after the date of this Agreement (or such later date as may be agreed between the Company and the Subscriber), this Agreement shall terminate and none of the Parties shall have any claim against the other for any costs or losses (save for any prior breach of this Agreement).

如任何上述條件未於本協議日後的第三十日或之前（或該公司與認購方之間可能協定較後的日期）達成，則本協議將終止，雙方均不得就任何費用或損失向對方索賠（之前對本協議的違反除外）。

5. **Completion**

成交

- 5.1 Completion shall take place at the office of the Company on the Completion Date at such time between 10:00 a.m. to 5:00 p.m. or at such other place and time as shall be agreed by the Company and the Subscriber (time in either case being of the essence). The events referred to in the following provisions of this Clause 5 shall take place on Completion.

成交須於成交日於上午 10 時至下午 5 時的期間於該公司辦事處（或在該公司和認購方同意的其他地點和時間）進行（在任何一種情況下，時間為至關重要）。本第 5 條以下規定的事件將在成交時進行。

- 5.2 On Completion, the Company shall:

於成交時，該公司將：

- (a) allot and issue to the Subscriber the Subscription Shares credited as fully paid-up and procure to register the Subscriber on the register of members of the Company as the holder in respect thereof; and

向認購方配發及發行已全數繳足的認購股份，並促使認購方於該公司股東名冊登記為認購股份的持有人；及

- (b) deliver or cause to be delivered to the Subscriber share certificate(s) in respect of the Subscription Shares or deposit the Subscription Shares in CCASS in accordance with the instructions of the Subscriber.

向認購方交付或安排交付認購股份的股票或按照認購方的指示，將認購股份存入中央結算系統。

- 5.3 On Completion, the Subscriber shall deliver to the Company:

於成交時，認購方將向該公司交付：

- (a) the cashier order referred to in Clause 3.2;

第 3.2 條所述的現金本票；

- (b) an Application for Subscription Shares in substantially the form set out in Schedule duly executed; and
已妥為簽署認購股份的申請書（大致內容及格式詳列於附表）；及
- (c) board resolutions of the Subscriber approving the execution of this Agreement and the transactions contemplated herein.
認購方批准執行本協議的及本協議項下交易的董事會決議。

5.4 Without prejudice to any other remedies available to either Party, if in any respect the provisions of Clause 5 are not complied with by either Party on the Completion Date, the Party not in default may:

在不影響任何一方可用的任何其他補救措施的情況下，如任何一方在成交日時未能遵守第 5 條的規定的任何方面，則不違約的一方可以：

- (a) defer Completion to a date not more than 28 days after the Completion Date (and so that the provisions of this Clause 5 shall apply to Completion as so deferred);
將成交日延期至成交日後不超過 28 天（本第 5 條規定將於延期的成交時適用）；
- (b) proceed to Completion so far as practicable (without prejudice to its rights hereunder); or
在不損害其於本協議的權利下，在切實可行範圍內進行成交；或
- (c) rescind this Agreement.
撤銷本協議。

6. Representations, Warranties and Undertakings **聲明、保證及承諾**

6.1 The Company hereby represents, warrants to and undertakes with the Subscriber that the Subscription Shares will be:

該公司向認購方特此聲明、保證及承諾，認購股份將：

- (a) issued and allotted fully paid up in accordance with the memorandum and articles of association of the Company free from all Encumbrances and together with all rights attaching thereto at the Completion Date; and
根據該公司的公司組織章程大綱及細則發行及配發，並已完全繳足及附帶任何產權負擔，連同其於成交附帶之所有權利；及
- (b) rank pari passu in all respects with all other issued Consolidated Shares as at the Completion Date.
於成交日時在各方面與所有其他已發行合併股份均享有同等權益。

6.2 The Subscriber hereby represents, warrants to and undertakes with the Company that:

認購方向該公司特此聲明、保證及承諾：

- (a) each of the Subscriber and its beneficial owners, is not a connected person of the Company and is independent of and not connected to any of the directors, chief executives, management shareholders or substantial shareholders of the Company or any of their subsidiaries or any of their respective Associates;
每位認購方及其實益擁有人並非該公司或任何其附屬公司或其等聯繫人之關連人士，且獨立於及沒有與該公司或任何其附屬公司或其等聯繫人的任何董事、行政總裁、管理層股東或主要股東有任何關連；
- (b) the Subscriber has full power and authority to enter into this Agreement and to exercise its rights and perform its obligations hereunder;
認購方具有充分權力及授權訂立本協議、行使其權利，及履行其於本協議項下的義務；
- (c) this Agreement when duly executed will constitute valid and legally binding and enforceable obligations of the Subscriber;
於妥為執行之後，本協議將對認購方構成有效、具有法律約束力及可執行的義務；
- (d) the execution, delivery and performance of this Agreement by the Subscriber does not and shall not violate in any respect any provision of (a) any law or regulation or any order or decree of any governmental authority, agency or court of Hong Kong; or (b) any agreement or other undertaking to which the Subscriber is a party or which is binding upon him or any of his asset, and does not and shall not result in the creation or imposition of any encumbrance on any of his assets pursuant to the provisions of any such agreement or other undertaking;
認購方執行、交付及履行本協議不會及將不會違反（a）任何法律或法規的規定，或任何香港政府機構，機構或法院的任何命令或法令；或（b）認購方為一方的任何協議或其他承諾，或對其或其任何資產具有約束力的任何協議或其他承諾，並不會也將不會根據任何此類協議或其他承諾的規定導致其任何資產產生或強制產生任何產權負擔；
- (e) the Subscriber shall be the beneficial owner of the Subscription Shares; and
認購方為認購股份之實益擁有人； 及
- (f) the source of funds for payment to the Company under this Agreement is legal and the funds are not the proceeds of crime or criminal activity.
根據本協議向該公司支付的資金來源是合法的，資金不是從犯罪或犯罪活動所得。

7. **Limitation of liabilities**
法律責任的限度

- 7.1 The aggregate liabilities of the Company in respect of any breach of the Company's warranty or any claim under this Agreement ("**Relevant Claim**" or "**Claim**") shall not, in any event, exceed the Subscription Price.
該公司於本協議項下就任何該公司的保證的違反事宜及任何本協議下之申索的總法律責任（「**有關申索**」或「**申索**」）不得在任何情況下超過認購價。
- 7.2 The Company shall have no liability in respect of any Relevant Claim unless the Subscriber shall have given notice in writing to the Company of such claim specifying (in reasonable detail) the matter which gives rise to the claim, the nature of the claim and the amount claimed in respect thereof (insofar as quantifiable by the Subscriber) and such notice shall be given not later than the expiration of six (6) months from the Completion Date.
該公司毋須就任何有關申索負上法律責任，除非認購方已就該申索向該公司提交書面通知，列明（具合理詳情）引起申索的事宜、申索的性質及就此提出的申索數額（在認購方可量化有關數額的情況下），該通知不得遲於成交日六（6）個月屆滿之日提交。
- 7.3 The Subscriber shall not be entitled to claim for any punitive, indirect or consequential loss (including loss of profit) in respect of any Relevant Claim.
認購方不得就任何有關申索提出懲罰性的、間接的或相應而生的損失（包括利潤虧損）的申索。

8. Notices 通知

Any notice required to be given by any Party to the other shall be deemed validly served by hand delivery or by prepaid registered letter sent through the post (airmail if to an overseas address) or by facsimile transmission or email to its address/email address or facsimile number (as the case may be) given herein or such other address/email address or facsimile number (as the case may be) as may from time to time be notified for this purpose (which shall be notified to the other parties by at least five (5) Business Days' prior written notice) and any notice served by hand shall be deemed to have been served on delivery, any notice served by facsimile transmission or email shall be deemed to have been served when sent and any notice served by prepaid registered letter shall be deemed to have been served forty eight (48) hours (seventy-two (72) hours in the case of a letter sent by airmail to an address in another country) after the time at which it was posted and in proving service it shall be sufficient (in the case of service by hand and prepaid registered letter) to prove that the notice was properly addressed and delivered or posted, as the case may be, was received and in the case of service by facsimile transmission to prove that the transmission was confirmed as sent by the originating machine:

任何需要由一方給予另一方的通知將視為有效地以專人送交或預付郵費的掛號郵件（倘由寄往海外，則為航空郵件）或傳真或電子郵件送達至一方不時因本條款通知（該通知須於五（5）個營業日前以書面方式通知）的地址／電子郵件地址或傳真號碼（視情況而定）及若任何通知是以專人送交，有關送

交時間將被視為已送達；若任何通知是以傳真或電子郵件方式送出，當該傳真或電子郵件送出時將被視為已送達及若任何通知是以預付郵費的掛號郵件送出，送出後四十八（48）小時後（七十二（72）小時如該預付郵費的掛號郵件為航空郵件而有關地址是位於另一國家）將被視為送達及關於證明通知的送達（就有關專人送交及預付郵費的掛號郵件），若有關通知已妥善地列明有關地址及其送遞或寄出，視情況而定，已被收取，另，若以傳真方式寄出，該用作寄出的傳真機已確認該傳真已送出，便構成足夠證明其通知的送遞：

To the Company:

致該公司：

Address: Unit 2602, 26/F., Lippo Centre, Tower 1, No. 89 Queensway,
Admiralty, Hong Kong
地址：香港金鐘金鐘道 89 號力寶中心第一座 26 樓 2602 室
Fax: (852) 2877 8080
傳真：(852) 2877 8080
Email: tony@newsportsgp.com
電郵：tony@newsportsgp.com
Attention: Mr. Tony Fong
收件人：房正剛

To the Subscriber:

致認購方：

Address: Unit 1903, 19/F., Lippo Centre, Tower 2, No. 89 Queensway,
Admiralty, Hong Kong
地址：香港金鐘金鐘道 89 號力寶中心第二座 19 樓 1903 室
Email: tengyuehk@163.com
電郵：tengyuehk@163.com
Attention: Mr. Wu Teng
收件人：吳騰

9. Confidentiality
保密

- 9.1 The Parties hereby authorise the release for publication of the Announcement, immediately following the signing of this Agreement.
雙方在此授權本協議簽署後立即發佈公告。
- 9.2 Save as otherwise required by the Stock Exchange or the SFC or applicable laws and regulations or for the purpose of initiating or defending any legal proceedings, neither Party shall make any public announcement or communication other than the Announcement in relation to this Agreement without the prior approval of the other Party.

除聯交所或證監會要求或適用的法律法規另有規定外；或為法律程序作出起訴或辯護，於事先沒有另一方的同意下，任何一方均不得就本協議作出公告或發出其他通知。

10. **General Provisions** **一般條款**

10.1 **Entire Agreement:** This Agreement sets out the entire agreement and understanding between the Parties in respect of the subscription of the Subscription Shares.

完整協議：本協議列載了各方就認購認購股份事宜的完整協議及理解。

10.2 **Variation:** No variation of this Agreement (or any document entered into pursuant to this Agreement) shall be valid unless it is in writing and signed by or on behalf of the Parties.

變更：除非以書面作出並經雙方簽署，對本協議（或任何根據本協議而訂立的文件）之變更將當作無效。

10.3 **No Waiver:** No omission or delay on the part of any Party in exercising its rights under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise by any Party of any such right preclude the further or other exercise thereof or the exercise of any other right which it may have.

無棄權：任何一方未行使或延遲行使本協議下的權利不能被視為是對該權利的放棄。任何一方對權利的部分行使也不能被視其為排除行使其他權利。

10.4 **Severability:** If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provision(s) shall be deemed excluded from this Agreement, and the remainder of the Agreement shall be enforceable in accordance with its terms.

可分割性：若根據適用法律本協議的某一條款或數個條款被視為不能被執行，則該條款被認為從本協議中排除。本協議其他條款的執行不受影響。

10.5 **Assignment:** The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the Parties. The benefit of this Agreement may not, except as otherwise herein provided, be assigned or transferred in whole or in part by any Party without the prior written consent of the other Party.

轉讓：本協議條款對雙方及其繼受人均有效，且受益雙方及其繼受人。除非另有規定，未經另一方事前書面同意，任何一方不能部分或全部轉讓本協議項下權利。

10.6 **Time of the Essence:** Time is of the essence of this Agreement, both as regards the dates and periods specifically mentioned and as to any dates and periods which may, by agreement in writing between or on behalf of the Company and the Subscriber, be substituted for them.

時間為至關重要：時間（關於本協議提及的日期及期間及用作取代上述日期及期間，該公司及認購方書面同意的任何日期及期間）對本協議而言為至關重要。

- 10.7 **Counterparts:** This Agreement may be executed in any number of counterparts and by the Parties hereto on separate counterparts, each of which when so executed shall be an original, but all of which shall together constitute one and the same instrument.

副本：本協議可以任何數目之副本由雙方以獨立副本簽署，每一份已簽署的副本應為一份原件，全部副本一起構成一個及同樣之協議。

- 10.8 **Legal Representation:** The Subscriber hereby acknowledge that (a) the Subscriber has been duly advised to seek independent legal advice and to obtain separate legal representation in respect of the transactions contemplated hereunder; (b) he has read and understands the terms and conditions of this Agreement; and (c) the terms and conditions of this Agreement have been negotiated between the Parties, are reasonable and fair, and represent the benefit of the bargain as between the Parties.

法律代表：認購方特此確認（a）其已獲建議自行諮詢獨立的法律意見並就本協議下擬進行之交易聘請獨立法律顧問；（b）其已閱讀及明白本協議的條款和條件；（c）本協議的條款和條件已通過雙方談判而達成，並確認為合理公平，且代表雙方談判的最好結果。

- 10.9 **Language:** The Parties agree that the English text of this agreement shall prevail over the Chinese text.

語言：雙方同意本協議之中文和英文文本如有歧義，概以英文文本為準。

11. **Governing Law and Jurisdiction**

適用法律和司法管轄權

This Agreement shall be governed by and construed in accordance with the laws of Hong Kong and the Parties by executing this Deed submit to the non-exclusive jurisdiction of the courts of Hong Kong with respect to this Agreement.

本協議的適用法律為香港法律，並按照香港法律解釋；雙方確定本協議相關事項由香港法院非獨家管轄。

12. **Process Agent**

法律程序文件接收代理

The Subscriber irrevocably appoints Hong Kong Golden Flourish Secretarial Service Limited of Unit 1903, 19/F., Lippo Centre, Tower 2, No. 89 Queensway, Admiralty, Hong Kong, as its agent in Hong Kong to receive, accept and acknowledge on its behalf service of any writ, summons, order, judgment or other notices, documents or process in any proceedings of whatsoever nature arising out of or in connection with this Agreement by the Company or its agent for and on its behalf. If for any reason it is desired that the agent named above (or its successor) no longer serves as agent of the Subscriber for this purpose, the Subscriber shall

promptly appoint a successor agent resident in Hong Kong and notify the Company, failing which the Company shall be entitled to treat the agent named above (or its successor) as the continuing agent of the Subscriber for the purpose of this Clause.

認購方不可撤回地委任香港金盛秘書服務有限公司（地址為香港金鐘金鐘道 89 號力寶中心第二座 19 樓 1903 室），作為其於香港的代理，代其接收、接受及簽收任何因本協議產生或與本協議有關的任何性質的法律程序的令狀、傳票、命令、判決或其他通知、文件或程序。倘若因任何理由上述代理人（或其繼任人）不再擔任認購方的法律程序文件接收代理，認購方應迅速委任一名居於香港的繼任代理人，並通知該公司，否則就本條款而言，該公司有權將上述代理人（或其繼承人）視為股份認購方的持續代理人。

[Remainder of this page intentionally left blank]

[此頁特意留白]

IN WITNESS WHERE OF this Agreement has been executed by the Parties the day and year first before written.

於見證下本協議已於首頁所寫之日期由各方簽立。

The Company

該公司

SIGNED by)

由)

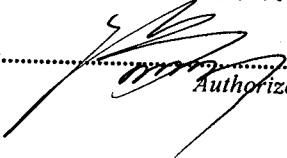
for and on behalf of New Sports Group Limited)

代表新體育集團有限公司簽署)

in the presence of:-)

見證人：)

For and on behalf of
New Sports Group Limited
新體育集團有限公司


.....
Authorized Signature(s)

Subscriber

認購方

SIGNED by)

由)

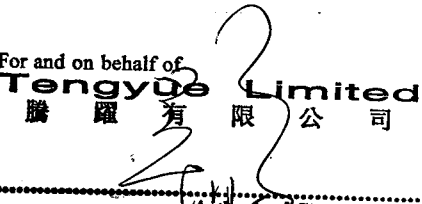
for and on behalf of Tengyue Limited)

代表騰躍有限公司簽署)

in the presence of:-)

見證人：)

For and on behalf of
Tengyue Limited
騰躍有限公司


.....
Authorized Signature(s)

SCHEDULE - Application for Subscription Shares
附表-認購股份申請書

| | | |
|--------|--------------------------|-------------|
| To 致 : | The Board of Directors | 董事會 |
| | New Sports Group Limited | 新體育集團有限公司 |
| | Unit 2602, 26/F. | 香港金鐘 |
| | Lippo Centre, Tower 1 | 金鐘道 89 號 |
| | No. 89 Queensway | 力寶中心第一座 |
| | Admiralty, Hong Kong | 26 樓 2602 室 |

Date :
日期

Dear Sirs,
敬啟者：

Re : Application for 340,521,351 Consolidated Shares in New Sports Group Limited (“the Company”)

有關: 新體育集團有限公司 (「貴司」) 340,521,351 股合併股份申請書

We, Tengyue Limited, hereby irrevocably apply for the issue to us of 340,521,351 Consolidated Shares after the Share Consolidation in accordance with and subject to the terms of the memorandum and articles of association of the Company.

本公司，騰躍有限公司，特此不可撤銷地按照並根據 貴司的公司組織章程大綱及細則申請 貴司向本公司發行 貴司於股份合併完成後之 340,521,351 股的合併股份。

We authorize the Company to enter our name and other relevant particulars as set out below in the Register of Members of the Company for the number of shares applied for and issue a share certificate in respect of the subscribed shares to us in due course.

本公司授權 貴司將下列公司名稱及相關資料按申請股份數目登記於 貴司的股東名冊，並在適當時候向公司出具有關認購股份的股票。

| | |
|------------------|--|
| Name (in full) : | Tengyue Limited |
| 名稱 (全名) : | 騰躍有限公司 |
| Address : | Unit 1903, 19/F., Lippo Centre, Tower 2, No. 89 Queensway, Admiralty, Hong Kong |
| 地址 : | 香港金鐘金鐘道 89 號力寶中心第二座 19 樓 1903 室 |

We enclose herewith a cashier order of **HK\$187,286,743.05** in favour of New Sports Group Limited being the consideration for my application.

本公司隨附收款人為 貴司的現金本票港幣 **187,286,743.05** 元，作為本人申請的代價。

In this application, except where the context otherwise requires:

在本申請書中，除非文義另有所指，否則下列詞語有以下意義：

“Consolidated Share(s)”

「合併股份」

means ordinary shares of HK\$0.05 each in the share capital of the Company upon completion of the Share Consolidation; and

指於股份合併完成後，該公司股本每股港幣 0.05 元的普通股；及

“Share Consolidation”

「股份合併」

means the proposed consolidation of every twenty (20) existing issued and unissued Shares of par value of HK\$0.0025 each into the share capital of the Company will be consolidated into one (1) Consolidated Shares of par value of HK\$0.05 each.

指該公司股本中每二十（20）股每股面值港幣 0.0025 元之現有已發行及未發行股份合併為一（1）股每股面值港幣 0.05 元之合併股份的建議合併。

For and on behalf of
Tengyue Limited
代表騰躍有限公司

Name:

Position:

名稱：

職位：