DATE： 31 OCTOBER 2025

Syno Strategy Ltd

(as the Purchaser)

AND

Brightstar Technology Group Co., Ltd

耀星科技集团股份有限公司

(as the Vendor)

AGREEMENT FOR SALE AND PURCHASE OF ISSUED SHARE CAPITAL IN ANXU TECHNOLOGY LIMITED (安绪科技有限公司)

CONTENTS

Clause **Page**

THIS AGREEMENT is made on the 31st day of October, 2025

BETWEEN:

(1) **SYNO STRATEGY LTD**, a company incorporated in the British Virgin Islands (Company registration number: 2187783) limited by shares, whose registered office is at CCS Trustees Limited, Mandar House, 3rd Floor, Johnson's Ghut, Tortola, British Virgin Islands (the "**Purchaser**"); and

(2) **BRIGHTSTAR TECHNOLOGY GROUP CO., LTD (耀星科技集团股份有限公司)**, a company incorporated in the Cayman Islands with limited liability, the shares of which are listed on GEM of the Hong Kong Stock Exchange (stock code: 8446), whose registered office is at Windward 3, Regatta Office Park, P.O. Box 1350, Grand Cayman KY1-1108, Cayman Islands (the "**Vendor**").

WHEREAS:

(A) Anxu Technology Limited (安绪科技有限公司) (the "**Target Company**") is a company incorporated in Hong Kong with limited liability.

(B) As of the date of this agreement (the "**Agreement**"):

(i) the Vendor owns 1,000,000 shares of the Target Company Shares (hereinafter defined), representing 100% of the issued share capital of the Target Company; and

(ii) the Target Company was indebted to the Vendor in the amount of HK$97,350,000.00 (the "**Relevant Debt**").

(C) The Purchaser wishes to acquire the Sale Shares from the Vendor.

NOW IT IS HEREBY AGREED as follows:

1. INTERPRETATION

1.1 In this Agreement (including the Recitals and Schedules), unless the context requires otherwise, the following words and expressions shall have the meanings ascribed to each of them respectively below:

"**Approval**"	refers to all approvals, permits, consents, registrations, licenses, and authorisations from any governmental authority and any third-party
"**Business Day(s)**"	a day (other than a Saturday, Sunday and/or any other day on which a licensed bank is not open) on which licensed banks are generally open for business in Hong Kong or the PRC throughout their normal business hours
"**Claim(s)**"	has the meaning ascribed thereto in Schedule IV, Clause 2.1
"**Completion**"	refers to completion of the sale and transfer of the Sale Shares as stipulated under Clause 4
"**Completion Date**"	the completion date specified in Clause 4.1
"**Conditions Precedent**"	refers to the conditions precedent set forth in Clause 3 and to any or a specific one of those conditions
"**Confidential Information Recipient**"	has the meaning ascribed thereto in Clause 8.1

“**Consideration**”	HK$110,000,000, being the total consideration payable by the Purchaser for purchase of the Sale Shares
“EGM”	the extraordinary general meeting of the Vendor to be convened for its shareholders to consider and, if though fit, approve, among other things, this Agreement and the transactions contemplated herein
“**Encumbrance(s)**”	any mortgage, charge, pledge, lien, option, right of first refusal, right of first offer, third-party rights or interests, assignment, trust deed, any other type of property encumbrance or security interest, or any other preferential arrangement having a similar effect (including, but not limited to, arrangements for the transfer or retention of ownership), any representation, power of attorney, proxy voting arrangements, interests, rights of first refusal, or any claims adversely affecting ownership, possession, or usage rights
“GEM”	GEM of the Stock Exchange
“**HK$**”	Hong Kong Dollars, the lawful currency of the Hong Kong Special Administrative Region of the PRC
“**Hong Kong**”	the Hong Kong Special Administrative Region of the PRC

“**Lien**”	any mortgage, charge, pledge, lien, option, restriction, right of first refusal, right of first offer, third-party rights or interests, any other type of property encumbrance or security interest, or any other agreements or arrangements having a similar effect
“**Listing Rules**”	the Rules Governing the Listing of Securities on GEM, as amended, supplemented or otherwise modified from time to time
“**Long Stop Date**”	31 December 2025, or such other date as may otherwise be mutually agreed by the Parties in writing
“**Notices**”	refers to the notice issued in accordance with the provisions of this Agreement and shall be interpreted in accordance with Clause 11
“**Party(ies)**”	refers to the Purchaser and the Vendor (unless the context requires otherwise), with “Party” referring to one of the parties (unless the context requires otherwise)
“**PRC**”	the People's Republic of China which, for the purposes of this Agreement, excludes Hong Kong, the Macau Special Administrative Region and Taiwan
“**Purchaser’s Warranties**”	the representations and/or warranties made by the Purchaser contained in Clause 6 and Schedule II (references to a particular representation or warranty

	being a statement as set out in Clause 6 and Schedule II)
"**RMB**"	Renminbi, the lawful currency of the PRC
"**Sale Share(s)**"	1,000,000 Target Company Shares, representing 100% issued share capital of the Target Company held by the Vendor
"**SFC**"	the Securities and Futures Commission of Hong Kong
"**Stamp Office**"	has the meaning ascribed thereto in Clause 7
"**Stock Exchange**"	The Stock Exchange of Hong Kong Limited
"**Takeovers Code**"	the Hong Kong Codes on Takeovers and Mergers and Share Buy-backs
"**Target Company**"	Anxu Technology Limited (安绪科技有限公司), a company incorporated in Hong Kong with limited liability and a wholly-owned subsidiary of the Vendor as at the date of this Agreement
"**Target Company Shares**"	the ordinary share(s) in the share capital of the Target Company
"**Target Group**"	refers to the Target Company and its subsidiaries at the time of Completion, and "**Target Group Company**" refers to any of those companies
"**Total Purchase Price**"	has the meaning ascribed thereto in Clause 2.2

"**Transaction Documents**"	this Agreement and any other documents executed in accordance with this Agreement, as well as any agreements and documents that supplement or amend such agreements or documents
"**Vendor's Warranties**"	refers to each of the representations and/or warranties made by the Vendor (references to a particular representation or warranty being a statement as set out in Clause 5 and Schedule I)
"%"	per cent

1.2 The Schedules to this Agreement form part of this Agreement and have the same effect as set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.

1.3 Unless expressly provided otherwise in this Agreement, a reference to a **Clause** or **Schedule** shall mean a Clause or a Schedule under this Agreement (as the case may be).

2. SALE OF THE SALE SHARES AND PURCHASE PRICE

2.1 Subject to the terms and conditions of this Agreement, The Vendor, as the beneficial owner, shall sell and procure the sale to the Purchaser of the Sale Shares free from any Encumbrances, and the Purchaser shall purchase the Sale Shares free from any Encumbrances.

2.2 The Total Purchase Price for the Sale Shares is HK$110,000,000, to be paid by the Purchaser to the Vendor in cash in five instalments in the following manner:

(a) the first instalment of HK$33,000,000 shall be paid at Completion;

(b) the second instalment of HK$22,000,000 shall be paid within six months after Completion;

(c) the third instalment of HK$22,000,000 shall be paid within 12 months after Completion.;

(d) the fourth instalment of HK$22,000,000 shall be paid within 18 months after Completion; and

(e) the fifth and final instalment of HK$11,000,000 shall be paid within 24 months after Completion.

3. CONDITIONS PRECEDENT

3.1 The Conditions Precedent to the Completion of the sale and purchase of the Sale Shares are that all of the following conditions have been satisfied:

(a) The passing of resolution(s) by the shareholders of the Vendor at the EGM approving the entering into of this Agreement and the transactions contemplated herein; and

(b) the Vendor and the Purchaser having obtained all necessary Approvals in accordance with the applicable laws and regulations in relation to this Agreement and the transactions contemplated herein.

3.2 All of the above Conditions Precedent cannot be waived.

3.3 If the Conditions Precedent have not been satisfied in accordance with this Agreement on or before the Long Stop Date, the Parties may (a) delay the date of Completion by 28 Business Days; or (b) terminate this Agreement, upon which the transaction contemplated under this Agreement shall become void and, save in respect of any antecedent breaches, all rights, obligations and liabilities of the Parties under this Agreement shall cease and lapse.

4. COMPLETION

4.1 Subject to all Conditions Precedent have been duly and fully satisfied and in compliance with the terms and conditions of this Agreement, Completion shall take place on the fifth Business Day after the date on which all Conditions Precedent have been satisfied in accordance with Clause 3 of this Agreement (or on such other date and place as mutually agreed by the Parties in writing) (the "**Completion Date**").

4.2 At Completion Date,

4.2.1 The Vendor shall deliver (or cause to be delivered as instructed by the Purchaser):

(a) a duly executed instrument of transfer for the Sale Shares and the bought and sold note, along with the existing share certificate for the Sale Shares. The Purchaser agrees and acknowledges that upon the Vendor's delivery of the aforementioned documents in accordance with the terms above, the Vendor shall be fully and absolutely discharged from its obligations under Clause 4.2.1(a);

(b) other documents necessary to effect proper title to the Sale Shares, and any documents enabling the Purchaser to become the registered holder of the Sale Shares (if applicable);

(c) a duly executed deed of waiver from the Vendor, pursuant to which the Vendor waives and releases the Target Company from all liabilities and obligations in respect of the Relevant Debt in its entirety with effect from Completion; and

(d) copies of the resolutions of the Vendor's board of directors and shareholders passed at the EGM approving the execution and delivery of this Agreement; and

4.2.2 The Purchaser shall do the following:

(a) the Purchaser shall pay or procure the payment of HK$33,000,000 to the Vendor by electronic transfer of immediately available funds to the bank account designated by the Vendor (the details of which are issued by written notice to the Purchaser not less than three (3) Business Days prior to Completion); and

(b) the Purchaser shall deliver to the Vendor a copy of the resolutions of the Purchaser's board of directors approving the execution of this Agreement and the performance of its obligations under this Agreement.

4.2.3 The Purchaser shall, after Completion, pay the remaining balance of the Consideration in accordance with the timeframe as specified in Clauses 2.2(b) to 2.2(e) above.

4.3 Unless the Vendor fulfils all obligations specified in Clause 4.2.1, the Purchaser shall have no obligation to complete this Agreement (but the Purchaser shall have the right to choose to complete). Unless the Purchaser fulfils all obligations specified in Clause 4.2.2, the Vendor shall have no obligation to complete the transactions under this Agreement.

4.4 If the Completion does not occur on the Completion Date due to either Party's failure to comply with any obligations under Clause 4.2 (whether or not constituting a breach of contract), the non-defaulting Party may issue a written notice to the other Party, electing to:

4.4.1 achieve Completion so far as practicable;

4.4.2 postpone Completion to within 20 Business Days after the originally scheduled Completion Date; or

4.4.3 terminate this Agreement; at which point the further rights and obligations of the Parties (except those under Clauses 8, 9, 10, 11, 12, 13, and 14) shall immediately terminate, and no Party shall have any claim against the other for any enforcement or compensation under this Agreement. However, the termination shall not affect any Party's rights and obligations that remain effective and accrued up to the point of termination.

4.5 If the Completion is postponed to another date in accordance with Clause 4.4, the terms of this Agreement shall continue to apply, with such date being deemed the Completion Date.

5. VENDOR'S WARRANTIES

5.1 The Vendor represents and warrants to the Purchaser that, to the best of its knowledge and belief, the representations set forth in Schedule I are true, accurate, complete, and not misleading in any material respect as of the date of this Agreement.

5.2 Immediately prior to Completion, the Vendor is deemed to represent and warrant to the Purchaser that, to the best of the Vendor's knowledge and belief, in light of the facts and circumstances as of the Completion Date, the representations set forth in Schedule I are true, accurate, complete, and not misleading in any material respect, and acknowledges that the Purchaser relies on these representations when entering into this Agreement.

5.3 The Vendor undertakes to the Purchaser that, from the date of signing this Agreement until Completion, if it becomes aware of any time, fact, or circumstance that would contradict any of the representations set forth in Schedule I, or that would cause any representation to be untrue, incomplete, inaccurate, or misleading in any material respect, it shall promptly notify the Purchaser in writing.

5.4 The Vendor's representations shall not be terminated or affected in any way by Completion. The Purchaser shall have the right to make claims for any misrepresentation, incompleteness, inaccuracy, or misleading nature of the Vendor's representations after Completion, regardless of whether the Purchaser and/or any of its agents and/or consultants were aware (whether actually, legally, or implicitly) of the matters giving rise to the claims or rights prior to Completion, provided that such claims are subject to the limitations set forth in Schedule IV.

5.5 For the avoidance of doubt, any claims made by the Purchaser against the Vendor for any breach of any provisions under this Agreement (including but not limited to Clause 5) shall be subject to the limitations set forth in Schedule IV.

6. PURCHASER’S WARRANTIES

6.1 The Purchaser represents and warrants to the Vendor that, as of the date of this Agreement, the representations set forth in Schedule II are true, accurate, complete, and not misleading in any material respect.

6.2 Immediately prior to Completion, the Purchaser is deemed to represent and warrant to the Vendor that, in light of the facts and circumstances as of the Completion Date, the representations set forth in Schedule II are true, accurate, complete, and not misleading in any material respect.

6.3 The Purchaser undertakes to the Vendor that, from the date of signing this Agreement until Completion, if it becomes aware of any time, fact, or circumstance that would contradict any of the representations set forth in Schedule II, or that would cause any representation to be untrue, incomplete, inaccurate, or misleading in any material respect, it shall promptly notify the Vendor in writing.

6.4 The Purchaser's representations shall not be terminated or affected in any way by Completion. The Vendor shall have the right to make claims regarding any misrepresentation, incompleteness, inaccuracy, or misleading nature of the Purchaser's representations after Completion, regardless of whether the Vendor and/or any of its agents and/or consultants were aware (whether actually, legally, or implicitly) of the matters giving rise to the claims or rights prior to Completion.

7. STAMPING

Subject to Completion, the Purchaser shall submit the standard instrument of transfer and bought and sold notes for the Sale Shares together with other required documentation to the Hong Kong Stamp Office (the "**Stamp Office**") on the Completion Date for the assessment of the total amount of stamp duty. The total amount of stamp duty determined by the Stamp Office (if any) shall be borne by the Purchaser.

8. CONFIDENTIALITY

8.1 Subject to Clause 8.2, each Party undertakes to the other Parties that any Confidential Information (as defined below) obtained from the other Party in connection with the signing and performance of this Agreement shall be held in complete confidence by it, and shall not be disclosed to any person, except to the management, employees, or consultants of the other Party or its subsidiaries or holding companies (collectively referred to as the "**Confidential Information Recipients**") who need to know the Confidential Information to exercise its rights under this Agreement, and are subject to confidential obligations that are no less restrictive than Clause 8 of this Agreement. The Confidential Information Recipients shall not use the Confidential Information for any purpose other than for the purpose of this Agreement. Each Party shall take all reasonable efforts to, and cause its Confidential Information Recipients to prevent use of the Confidential Information for any other purpose than for this Agreement, or otherwise in any manner to the detriment of disclosing party.

For the purposes of this Agreement, the term “**Confidential information**” includes all information of whatsoever nature (whether oral, written or in any other form) containing or consisting of material of a technical, operational, administrative, economic, marketing, planning, business or financial nature or in the nature of intellectual property of any kind and relating to each Party obtained by the other Party or their advisers or representatives, including the existence and contents of this Agreement and other Transaction Documents.

8.2 Except as required by the applicable laws and regulations, the term “Confidential Information” shall not include a Party's disclosure of information in the following circumstances:

8.2.1 The Vendor issues and dispatches announcements and circulars in relation to this Agreement to comply with the applicable laws, regulations, Listing Rules, or Takeovers Code and provides related information as required by the Hong Kong Stock Exchange and/or the SFC;

8.2.2 The disclosure of certain confidential information as required by applicable laws, regulations, Listing Rules, or Takeovers Code; however, where practicable and to the extent legally permitted, any Party shall consult with the other Parties prior to making such disclosure and obtain their consent regarding the content of the disclosure (provided that such consent shall not be unreasonably withheld), and shall make the disclosure after considering the reasonable requests of the other Parties regarding the timing and manner of the disclosure;

8.2.3 If the information at the time of disclosure is, or thereafter becomes, generally available to the public other than as a result of this Agreement by the receiving Party and/or its Confidential Information Recipients;

8.2.4 Information that was known by or in possession of a Party and/or its Confidential Information Recipients, prior to receiving such information from the other Party; or

8.2.5 Information that the Vendor is required to announce or disclose in the shareholder circular pursuant to the Listing Rules and/or Takeovers Code, provided that the content of the disclosure must be approved in advance by the other Party (which approval shall not be unreasonably withheld).

8.3 The provisions of this Clause 8 shall remain in effect after the termination of this Agreement and following Completion.

9. ENTIRE AGREEMENT AND NON-RELIANCE

This Agreement together with each of the Schedules and Transaction Documents constitute the entire agreement and supersedes all prior and contemporaneous understandings, agreements representations, warranties and memoranda (if any), both written and oral, made by the Parties regarding the subject matter of this Agreement.

10. GENERAL PROVISIONS

10.1 This Agreement may be executed in any number of counterparts, each of which, when signed and delivered, shall constitute an original, and all originals together shall constitute one and the same Agreement.

10.2 Any amendments, modifications or supplements to this Agreement must be in writing and shall be effective only when signed by each Party or their respective representatives.

10.3 The failure or delay in exercising any right or remedy by any Party of any provisions under this Agreement or by law shall not impair that right or remedy, nor shall it operate, constitute or be construed as a waiver of that right or remedy, or any other right or remedy. The exercise of any right or remedy under this Agreement or by law shall not preclude further exercise of that right or remedy, nor shall it preclude the exercise of any other rights or remedies.

10.4 Any rights and obligations of either Party under this Agreement are cumulative and do not exclude any rights or remedies provided by law.

10.5 The invalidity, illegality, or unenforceability of any provision of this Agreement shall not affect the validity of the remaining provisions of this Agreement.

10.6 This Agreement shall be binding upon each Party and its successors (or any subsequent successors), and each Party and/or its successors (or any subsequent successors) shall have the benefit of this Agreement.

10.7 Each Party agrees to take (or cause others to take) all actions reasonably necessary to execute the terms of this Agreement or to carry out any transactions, matters, or actions under this Agreement.

10.8 Each Party shall bear its costs incurred in the negotiation, preparation, signing, and execution of this Agreement and any documents under this Agreement.

10.9 No Party shall assign, transfer, delegate or otherwise dispose of all or any part of its obligations or rights under this Agreement without the prior written consent of the other Party (except for the Purchaser's assignment, transfer, delegation or other disposition of this Agreement and the rights and obligations therein to its affiliates), nor shall it create any trust over such obligations or rights.

11. NOTICES

11.1 Any Notices under or in connection with this Agreement shall be in writing and sent by personal delivery or courier to the address of the recipient specified in Clause 11.2 or to any other address that one Party has notified the other Party in writing (and that the other Party has received at that time).

11.2 For the purposes of this Clause 11.2, Notices shall be sent to the following recipients and addresses:

11.2.1 Purchaser: **Syno Strategy Ltd**

Address: 3rd Floor, Johnson's Ghut, Tortola, British Virgin Islands

Recipient: The Board of Directors

11.2.2 Vendor: **Brightstar Technology Group Co., Ltd**

Address: Unit D2, 5/F, Hoi Bun Industrial Building, 6 Wing Yip Street, Kwun Tong, Kowloon, Hong Kong

Recipient: The Board of Directors

or any other address that the relevant Party may notify the other Party in writing at least seven (7) days in advance before the notice is sent.

11.3 Unless there is evidence of earlier receipt, a notice shall be deemed to be delivered in the following circumstances:

11.3.1 If delivered in person, it shall be deemed delivered when it is delivered to the address specified in Clause 11.2; and

11.3.2 If delivered by post, it shall be deemed delivered on the fifth Business Day after posting.

12. PROCESS AGENT

The Purchaser hereby irrevocably appoints _Global Accounting Services Limited_, with an address at: _Room A27, 24th Floor, Regent's Park Prince Industrial Building, No.706 Prince Edward Road East, Kowloon, Hong Kong_, as its agent for the receipt of documents, to receive all documents or payments delivered or returned by the Vendor in relation to this Agreement, as well as any warrants, summonses, orders, judgments, or other legal process documents related to legal proceedings in the Hong Kong courts, and to confirm on behalf of the Purchaser that such legal documents have been received. The Purchaser agrees that, for any legal proceedings in the Hong Kong courts, the delivery of legal documents to the legal document recipient at the then-current address in Hong Kong shall constitute sufficient delivery of such legal documents to the Purchaser. If the document recipient is no longer able to act on behalf of the Purchaser, the Purchaser shall immediately appoint another person in Hong Kong as the document recipient and notify the other Parties to this Agreement of such appointment.

13. GOVERNING LAW AND JURISDICTION

13.1 This Agreement is governed by and shall be construed in accordance with the laws of Hong Kong.

13.2 Both Parties irrevocably agree to submit to the non-exclusive jurisdiction of the Hong Kong courts for the following matters:

(a) any ruling on claims, disputes, or disagreements arising out of or in connection with this Agreement; and

(b) granting of interim remedies or other temporary or protective relief,

and each Party to this Agreement agrees to submit to the jurisdiction of the Hong Kong courts. Therefore, any legal proceedings may be brought against either Party or their respective assets in such courts.

14. THIRD PARTY RIGHTS

14.1 No terms of this Agreement may be enforced by any person who is not a party to this Agreement under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong).

14.2 Notwithstanding the above provisions, the Parties to this Agreement may at any time revoke or otherwise terminate this Agreement or amend any terms of this Agreement without the consent of any relevant third parties.

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SCHEDULE I

VENDOR’S WARRANTIES

1. Vendor's Qualifications and Authority

1.1 Establishment and Existence

(a) The Vendor has the requisite power, rights, and authority, and has taken all necessary actions to enter into and deliver this Agreement and the Transaction Documents executed at or before Completion, as well as to exercise its rights and fulfil its obligations under this Agreement and such Transaction Documents.

(b) This Agreement constitutes a legal, valid, and binding obligation of the Vendor, enforceable in accordance with its terms; and the other Transaction Documents that the Vendor will execute and deliver at Completion will, upon execution, constitute its legal, valid, and binding obligations, enforceable in accordance with their respective terms.

1.2 Rights, Authorisations, and Capacity(ies)

(a) The Vendor's execution and delivery of this Agreement and other Transaction Documents, as well as its performance of its obligations in accordance with the terms therein, will not result in:

(i) A violation by the Vendor or any member of the Target Group of its memorandum and articles of association or bylaws (or equivalent documents);

(ii) A violation of any document or agreement to which the Vendor or any member of the Target Group is a Party, or which is binding upon it, or constitutes a breach of such documents or agreements;

(iii) A violation of any law that is binding upon the Vendor or any member of the Target Group in any jurisdiction; or

(iv) The withdrawal or termination of any licenses, permits, consents, or other approvals granted to any member of the Target Group.

(b) The Vendor has the right, in accordance with the terms of this Agreement, to sell and transfer, and to cause the sale and transfer of the entire legal beneficial ownership of the Sale Shares to the Purchaser (or its designated person).

2. Sale Shares

2.1 The Sale Shares constitute 100% of the issued and allotted share capital of the Target Company, and the Sale Shares are fully paid shares that enjoy equal rights in all respects with the other existing shares of the Target Company.

2.2 The Vendor is the sole legal beneficial owner of the Sale Shares. The Sale Shares are currently, and at Completion will be, free from any encumbrances or Liens, and there are no encumbrances affecting the Sale Shares; no one claims any rights or interests in the Sale Shares that could affect them. Aside from this Agreement, the Vendor has not entered into any agreements or arrangements to sell, dispose of, or otherwise deal with the Sale Shares or any interests therein, nor are there any outstanding calls for payment of shares

3. Target Company

3.1 The Target Company is a limited company incorporated under the laws of Hong Kong. Each member of the Target Group has been duly registered and established in accordance with all registration and Approval requirements in their respective places of incorporation and is validly existing. Each member of the Target Group has the corporate power and authority to own, operate its assets, and conduct its business in the manner currently proposed.

3.2 The information regarding the Target Group contained in the preamble and Schedule III is complete and accurate; the Target Company does not have any other subsidiaries, joint ventures, or ownership interests in any corporate entities, partnerships, or joint ventures.

SCHEDULE II
PURCHASER'S WARRANTIES

1. Capacity and Authority

1.1 The Purchaser is a company limited by shares duly incorporated and validly existing under the laws of the British Virgin Islands.

1.2 The Purchaser has the requisite power, rights, and authority, and has taken all necessary actions to enter into and deliver this Agreement and the Transaction Documents executed at or before Completion, as well as to exercise its rights and fulfil its obligations under this Agreement and such Transaction Documents.

1.3 The Purchaser's execution and delivery of this Agreement and other Transaction Documents, as well as its performance of its obligations in accordance with the terms therein, will not result in:

(a) a violation of its memorandum and articles of association or bylaws (or equivalent documents);

(b) a violation of any document or agreement to which it is a party, or which is binding upon it, or constitutes a breach of such documents or agreements;

(c) a violation of any law that is binding upon it in any jurisdiction; or

(d) a violation of any regulation, order of a court, or directive of a competent authority.

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SCHEDULE III

INFORMATION ON THE TARGET GROUP

1. Target Company

Target Company	Anxu Technology Limited (安绪科技有限公司)
Date of Incorporation	25 May 2022
Place of Incorporation	Hong Kong
Business Registration Number	74077095
Registered Address	Unit D2, 5/F, Hoi Bun Industrial Building, 6 Wing Yip Street, Kwun Tong, Kowloon, Hong Kong
Authorised Share Capital	N/A
Issued Share Capital	1,000,000
Director(s)	WANG, Jun

2. Guangzhou Yiciyuan Technology Company Limited（广州异次元科技有限公司）

Subsidiary Company	Guangzhou Yiciyuan Technology Company Limited（广州异次元科技有限公司）	
Date of Incorporation	11 July 2022	
Place of Incorporation	PRC	
Registration Number	440110402043194	
Registered Address	A02, 2420, Haibin Road 181, Nansha District, Guangzhou	
Registered Capital	RMB 100,000,000	
Registered Shareholders and their respective holding percentage	Target Company	100%
Investment in other companies	10% equity interest in Shenzhen Jinhua Technology Company Limited 深圳市进化方程科技有限公司	

3. Shenzhen Xinhang Information Technology Co., Ltd（深圳市鑫杭信息科技有限公司）

Subsidiary Company	Shenzhen Xinhang Information Technology Co., Ltd（深圳市鑫杭信息科技有限公司）	
Date of Incorporation	11 June 2020	
Place of Incorporation	PRC	
Registration Number	440300210459119	
Registered Address	深圳市南山区粤海街道高新区社区高新南一道 008 号 创维大厦 C1801	
Registered Capital	RMB 148,595,718	
Registered Shareholders and their respective percentage holding	吕文明	69.0248%
	Guangzhou Yiciyuan Technology Company Limited（广州异次元科技有限公司）	22.8809%
	栗世超	5.9625%
	柴森森	2.1318%
Key Personnel	吕文明先生 （执行董事, 总经理） 柴森森 （监事）	
Investment in other companies	10% equity interest in Guangdong Shangou Smart Technology Group Company Limited 廣東省閃夠智慧科技集團有限公司, which holds 88.8% equity interest in Shenzhen Shangou Smart Technology Group Company Limited 深圳市閃夠科技有限公司	

4. Yeyatou (Shenzhen) International Travel Limited（野丫头（深圳）国际旅行社有限公司）

Subsidiary Company	Yeyatou (Shenzhen) International Travel Limited（野丫头（深圳）国际旅行社有限公司）	
Date of Incorporation	1 July 2005	
Place of Incorporation	PRC	
Registration number	440301103078028	
Registered Address	深圳市福田区园岭街道鹏盛社区八卦一路 123 号盛世鹏程西区 206	
Registered Capital	RMB 2,780,000	
Registered Shareholders and their respective percentage holding	Guangzhou Yiciyuan Technology Company Limited（广州异次元科技有限公司）	90%
	单军辉	10%

SCHEDULE IV
LIMITATION OF VENDOR'S LIABILITY

1. Time Limitation

The Vendor shall not be liable for any claims unless a written notice regarding the claim reasonably details the specific matters of the claim and, where practicable, the amount of the claim, and is sent by the Purchaser or its representative to the Vendor within six (6) months after the Completion Date.

2. Financial Limitation

2.1 The maximum total liability of the Vendor for all claims made by the Purchaser regarding the Vendor's breach of the warranties made in this Agreement (the "**Claim**") shall not exceed the Total Purchase Price received by the Vendor under Clause 2.2 of this Agreement.

2.2 The Vendor shall not be liable to the Purchaser for the following claims unless the amount that can be claimed from the Vendor regarding such claim exceeds HK$5,000,000.

3. Specific Limitations

The Vendor shall not be liable for the following claims:

(i) If, after the Completion Date, claims arise due to the passage or change of laws, rules, regulations, legal interpretations, or administrative practices by government, governmental departments, agencies, or regulatory bodies, or due to increased tax rates or the imposition of new taxes, provided that each of the above circumstances did not take effect as of the Completion Date, whether actually or anticipated;

(ii) Claims arising in whole or in part from the requests or instructions of the Purchaser or the Purchaser's authorised agents or advisors after Completion, or from events that were condoned or agreed to;

(iii) The Purchaser has not taken action in accordance with Clause 4 of Schedule IV regarding the matter giving rise to the claim;

(iv) The matter giving rise to the claim has been expressly disclosed in the audited accounts, including allowances, provisions, or reserves; and

(v) The matter giving rise to the claim results in a tax liability arising from events occurring in the ordinary course of business of the Target Group after the Completion Date.

4. Making a Claim

Clause 4 of this Schedule IV relates solely to claims under the Vendor's Warranties concerning the Target Group.

4.1 Without prejudice to the validity of any claim or alleged claim, the Purchaser shall allow, and shall procure that the Target Group companies allow, the Vendor and its representatives and advisers to investigate the matters or circumstances alleged to give rise to such claims, and to investigate whether and to what extent any amount should be paid in respect of such claims. For this purpose, the Purchaser shall provide, and shall procure that the Target Group companies provide, such reasonable information, including access to the premises of the companies during normal business hours, as the Vendor or its representatives and advisers may reasonably request, to inspect, copy, or photograph any assets, documents, and records relating to the claim, provided that the Vendor shall ensure, and shall procure that its representatives and advisers ensure, that all such information is kept confidential.

4.2 If the claim in question is made by a third party, arises from liability to a third party, or is related thereto, and the Purchaser becomes aware of such a claim, then:

(i) Neither the Purchaser nor the Target Group companies shall admit liability, compromise, dispose of, or settle such a claim on behalf of the Purchaser or the Target Group companies without the prior consent of the Vendor (such consent not to be unreasonably withheld); and

(ii) The Purchaser shall take such actions as the Vendor may reasonably require to avoid, contest, deny, defend, resist, appeal, compromise, or dispute such claims or liabilities (including, but not limited to, bringing counterclaims or other claims against third parties).

For the purposes of Clause 4 of this Schedule IV, a claim refers to any claim under the Vendor's Warranties relating to the Target Group companies.

5. Recovery from Third Parties

If the Vendor makes a payment to the Purchaser in respect of a claim, and the Purchaser subsequently successfully recovers an amount related to the matter giving rise to the claim from any other person (excluding the Target Company), the Purchaser shall promptly repay to the Vendor the amount previously paid by the Vendor.

6. No Third Party Liability

No person other than the Purchaser or its permitted assignees shall have any right to bring any claim.

7. No Double Recovery

The Purchaser shall not be entitled to recover from the Vendor more than once in respect of the same loss suffered.

[The remainder of this page is intentionally left blank.]

EXECUTION PAGE

IN WITNESS WHEREOF this Agreement has been executed on the day and year first above written.

THE PURCHASER

SIGNED by)
for and on behalf of)
SYNO STRATEGY LTD)
in the presence of:-)

<u>THE VENDOR</u>

SIGNED by)
for and on behalf of)
**BRIGHTSTAR TECHNOLOGY)
GROUP CO., LTD)
耀星科技集团股份有限公司**)
in the presence of:-)

For and on behalf of
Brightstar Technology Group Co., Ltd
耀星科技集團股份有限公司

Authorized Signature(s)