



STRICTLY PRIVATE AND CONFIDENTIAL

21 July 2016

Hua Xia Healthcare Holdings Limited  
19/F, New Wing  
101 King's Road  
Hong Kong  
Attn.: The Board of Directors

Dear Sirs,

**Hua Xia Healthcare Holdings Limited (stock code: 8143) (“you” or the “Company”)**  
**Placing (the “Placing”) of a maximum of 339,000,000 new shares of par value of HK\$0.01 each (the “Shares”) in the Company (the “Placing Shares”) under general mandate at the placing price (the “Placing Price”) of HK\$0.31 per Placing Share**

**PART 1 – THE PLACING UNDER GENERAL MANDATE**

On the terms set out in this agreement (the “**Placing Agreement**”), we, Kingston Securities Limited (the “**Placing Agent**”) agree, on a best effort basis, to place, or procure the placing of, a maximum of 339,000,000 Placing Shares to currently expect to be not fewer than six professional, institutional or other investor(s) (“**Placees**”) who and whose ultimate beneficial owners are third parties independent of and not connected with the Company and its connected persons or not acting in concert (as defined in the Hong Kong Code on Takeovers and Mergers (the “**Takeovers Code**”)) with any of the connected persons of the Company or any of their respective associates (as defined in the Rules Governing the Listing of Securities (the “**GEM Listing Rules**”)) on the Growth Enterprise Market (“**GEM**”) of The Stock Exchange of Hong Kong Limited (the “**Stock Exchange**”) as we may select at the Placing Price of HK\$0.31 per Placing Share, together with the Stock Exchange trading fee, Securities and Futures Commission (the “**SFC**”) transaction levy, and Central Clearing and Settlement System (“**CCASS**”) stock settlement fee as may be payable by the Placees in the capacity as the Company’s agent.

We understand that the Placing Shares will be issued under the general mandate to allot, issue and deal with Shares granted to the directors of the Company by resolution of the shareholders of the Company passed at the annual general meeting (the “**AGM**”) of the Company held on 17 August 2015 subject to the limit up to 20% of the issued share capital of the Company as at the date of passing the resolution at the AGM (i.e. 339,753,988 Shares) (the “**General Mandate**”). As at the date of this Placing Agreement, no Shares under the General Mandate has been used.

The Company hereby agrees to appoint the Placing Agent and the Placing Agent agrees to act as the placing agent for Company in connection with the Placing on the terms provided herein for in this Placing Agreement. The Placing Agent may in turn appoint other sub-placing agents to procure purchasers for the Placing Shares.

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

- (i) the Placing Shares will, when fully paid, be allotted and issued in accordance with the memorandum and articles of association of the Company and with the relevant rules and regulations applicable to the Company in the Cayman Islands and Hong Kong and will, at completion of the Placing (“**Completion**”), be free from all liens, charges, encumbrances or third party rights of whatsoever nature and together with all rights attaching thereto at completion of the Placing and thereafter; and

- (ii) the Placing Shares will rank *pari passu* in all respects with the existing Shares in issue as at the date of allotment and issue of the Placing Shares.

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

- (i) the Placing Agent will not, directly or indirectly, offer, sell or deliver any Placing Shares or distribute or publish any documents in relation to the Placing (including without limitation to the foregoing, any prospectus, form of application, offering circular, advertisement or other offering material) in any country or jurisdiction except under circumstances that will not result in the breach of any applicable laws and regulations;
- (ii) the Placing Agent has not offered for subscription or sold and will not offer for subscription or sell in Hong Kong, by means of any document, any Placing Shares except in circumstances which do not constitute an offer to the public within the meaning of the Companies Ordinance (Chapter 622 of the Laws of Hong Kong) (the “**Companies Ordinance**”) for the time being in force (as amended from time to time) or in contravention of any securities laws in Hong Kong;
- (iii) the Placing will be completed on a best effort basis;
- (iv) the Placing Agent undertakes to place the Placing Shares only to independent professional, institutional, or other investors not connected or acting in concert (as defined in the Takeovers Code) with any directors, chief executive or substantial shareholder(s) of the Company or its subsidiaries and their respective associates (as defined under the GEM Listing Rules);
- (v) by not later than 4:00 p.m. on the second business day (being a day (excluding Saturday and any day on which a tropical cyclone warning no. 8 or above is hoisted or remains hoisted between 9:00 a.m. and 12:00 noon and is not lowered at or before 12:00 noon or on which a “black” rainstorm warning signal is hoisted or remains in effect between 9:00 a.m. and 12:00 noon and is not discontinued at or before 12:00 noon) on which licensed banks in Hong Kong are open for business) (“**Business Day**”) immediately prior to Completion, the Placing Agent shall deliver to the Company or its professional advisers a list of the Placees in respect of the Placing procured by it, the number of the Placing Shares to be subscribed by each Placee (together with the duly completed placing letters and confirmations as to their independence, as required by the Stock Exchange, to the Company and the Stock Exchange as soon as practicable and as and when known), the names and denomination (in board lots or otherwise) in which the Placing Shares are to be registered and, where relevant, the particulars of the account with CCASS operated by Hong Kong Securities Clearing Company Limited to which Placing Shares are to be credited.

Notwithstanding that if there remains any Placing Shares not being placed by the Placing Agent by the end of the Long Stop Date (as defined in paragraph C (ii) below) (the “**Remaining Placing Shares**”), the Placing shall be terminated by the end of the Long Stop Date and the Placing in respect of the Remaining Placing Shares will not proceed and all obligations and liabilities of the parties hereunder will forthwith cease and determine and no party will have any claim against the others (save for any antecedent breaches hereof) in respect of any transactions contemplated hereunder in connection with such Remaining Placing Shares, provided that such termination shall not affect any partial completion of the placing of the Placing Shares that has taken place prior to such date of termination.

## **A. Placing Agent for the Placing**

As the Placing Agent, the major areas of our involvement would be as follows:-

- (i) to place on a best efforts basis a maximum of 339,000,000 Placing Shares to independent professional, institutional or other investor(s); and
- (ii) to assist the Company in coordinating and liaising with such investor(s) and/or the regulatory authorities (inclusive of the Stock Exchange and the SFC) in relation to the Placing.

## **B. Proposed remuneration in relation to the Placing**

With respect to the services outlined above, we would propose the following fee structure:

### **(i) The Placing**

Upon Completion, a placing commission of 2.5% of the aggregate amount equal to the Placing Price multiplied by the actual number of the Placing Shares being placed is payable to the Placing Agent.

### **(ii) Documentation fee**

A documentation fee shall also be payable by the Company to Kingston Corporate Finance Limited (“KCF”) pursuant to the mandate letter dated 21 July 2016 entered into between the Company and KCF. For this purpose, the Placing Agent may deduct the full amount of such placing commission and all reasonable costs and expenses (as set out in this paragraph B) from the amount of any placing moneys paid by such investor(s).

### **(iii) Expenses**

Upon Completion, the Placing Agent will deduct all costs and expenses reasonably and properly incurred (and receipted) in connection with or arising out of the Placing, including without limitation, travelling, printing, postage and telecommunications costs from the proceeds of the Placing. In addition, all fees and expenses of other professional advisers involved in the Placing will be for the Company’s account.

## **C. Conditions of the Placing**

### **(i) Completion of the Placing is conditional upon:-**

- (a) the Listing Committee of the Stock Exchange granting or agreeing to grant the listing of, and permission to deal in the Placing Shares either unconditionally or subject to such conditions which the Company accepts and the satisfaction of such conditions (if any and where relevant) by no later than the dates specified in such approval and not having withdrawn or revoked such listings and permission; and
- (b) the obligations of the Placing Agent under this Placing Agreement becoming unconditional and not being terminated in accordance with the terms hereof, including provisions regarding force majeure events.

- (ii) Completion, in any event, will take place within four business day after the fulfilment of the conditions as set out in paragraph C (i) above or such other date to be agreed between the Company and the Placing Agent in writing (the “**Completion Date**”). If the above conditions are not satisfied and/or waived (other than paragraph C (i)(a) above, which cannot be waived) in whole or in part by the Placing Agent on or before 5:00 p.m.

on 11 August 2016 or such later date to be agreed between the Company and the Placing Agent in writing (the “**Long Stop Date**”), the Placing will be terminated and the Placing will not proceed and all obligations and liabilities of the parties hereunder will forthwith cease and determine and no party will have any claim against the others (save for any antecedent breaches hereof).

- (iii) The Placing Agent shall, in accordance with terms and conditions of this Placing Agreement, use its best endeavours to procure, and shall give all necessary assistance to the Company, in the satisfaction of the above conditions on the respective dates stipulated in paragraph C (i) above.
- (iv) If the Placing does not become unconditional, the Company and/or the Placing Agent shall arrange for the repayment to all investor(s) of all application moneys paid by them without interest.

Upon Completion, the Placing Agent shall deliver to the Company in immediately available funds the net proceeds from the Placing by way of a cheque or bank transfer or telegraphic transfer after deduction of the Stock Exchange trading fee, SFC transaction levy, CCASS stock settlement fee (if any) and any other fees payable by the Company in respect of the Placing Shares undertaken by the Placing Agent as well as the fees and expenses payable by the Company as set out in paragraph B above from the proceeds of the Placing, and the Company shall deliver (i) share certificates of the Placing Shares to the Placing Agent or (ii) certificate(s) for the Placing Shares issued in the name of HKSCC Nominees Limited in such denominations (in integral multiples of board lots of the Shares) as the Placing Agent may notify in writing at least two Business Days prior to the Placing Completion Date and instruction letters, placing forms and other documents issued by the Company (as the Placing Agent may request) and its share registrar required to facilitate the deposit by the Placing Agent of the Placing Shares in, and effecting settlement of the Placing Shares with the Placees on CCASS to deliver the Placing Shares.

#### **D. Termination of the Placing**

- (i) Unless otherwise agreed between the Company and the Placing Agent, the Placing Agent’s appointment shall terminate upon the earlier of (a) the Completion; (b) the Long Stop Date if the conditions set out in paragraph C (i) above have not been satisfied (or waived, as the case may be); and (c) termination of the Placing by the Placing Agent in accordance with the terms and conditions of this Placing Agreement, whereby the Company will be formally notified by the Placing Agent in writing in accordance with the terms of this Placing Agreement.
- (ii) The Placing Agent reserves its right to terminate the arrangements set out in this Placing Agreement by notice in writing prior to 9:00 a.m. on the Completion Date, if in the absolute opinion of the Placing Agent, the success of the Placing would be materially and adversely affected by any force majeure events (as defined below).

For this purpose, a “force majeure event” refers to

- (a) the introduction of any new laws or regulations or any change in existing laws or regulations (or the judicial interpretation thereof) or other occurrence of any nature whatsoever which may, in the absolute opinion of the Placing Agent, materially and adversely affect the business or the financial or trading position or prospects of the Company and its subsidiaries (together the “**Group**”) as a whole; or
- (b) the occurrence of any local, national or international event or change (whether or not forming part of a series of events or changes occurring or continuing before

and/or after the date hereof) of a political, military, financial, economic, currency (including a change in the system under which the value of the Hong Kong currency is linked to the currency of the United States of America) or other nature (whether or not sui generis with any of the foregoing), or in the nature of any local, national, international outbreak or escalation of hostilities or armed conflict, or affecting local securities market or the occurrence of any combination of circumstances (inclusive of any pandemics or epidemics) which may, in the absolute opinion of the Placing Agent, materially and adversely affect the business or the financial or trading position or prospects of the Group as a whole or adversely prejudices the success of the placing of the Placing Shares to potential investor(s) or otherwise makes it inexpedient or inadvisable for the Company or the Placing Agent to proceed with the Placing; or

- (c) any change in market conditions or combination of circumstances in Hong Kong (including without limitation suspension or material restriction or trading in securities) occurs which affect the success of the Placing (such success being the placing of the Placing Shares to potential investor(s)) or otherwise in the absolute opinion of the Placing Agent makes it inexpedient or inadvisable or inappropriate for the Company or the Placing Agent to proceed with the Placing.

(iii) If, at or prior to 9:00 a.m. on the Completion Date,

- (a) the Company commits any material breach of or omits to observe any of the obligations or undertakings expressed or assumed under this Placing Agreement; or
- (b) any suspension in the trading of the Shares on the Stock Exchange for more than ten consecutive trading days save for the purposes of clearing of the any announcement(s) relating to the Placing; or
- (c) the Placing Agent shall become aware of the fact that any of the representations or warranties contained in this Placing Agreement was, when given, untrue or inaccurate or would in any respect be untrue or inaccurate if repeated and the Placing Agent shall, in its absolute opinion, determine that any such untrue representation or warranty represents or is likely to represent a material adverse change in the financial or trading position or prospects of the Group taken as a whole or will otherwise likely to have a material prejudicial effect on the Placing,

the Placing Agent shall be entitled (but not bound) by notice in writing to the Company to elect to treat such matter or event as releasing and discharging the Placing Agent from its obligations under this Placing Agreement.

- (iv) Upon giving of notice pursuant to the paragraph above, all obligations of the Placing Agent hereunder shall cease and determine and no party shall have any claim against any other parties in respect of any matter or thing arising out of or in connection with this Placing Agreement, save for any antecedent breaches.

## **PART 2 - GENERAL**

### **A. Confidentiality**

The Placing Agent confirms that all information and documents received from the Company in connection with this engagement will be regarded as strictly confidential to the Company and will be treated accordingly by the Placing Agent, its affiliates and its staff. The Placing Agent further confirms that it will use its reasonable best endeavours to procure that all information and documents received from the Company in connection with this engagement by its sub-placing agent(s) (if any) will be regarded as strictly confidential to the Company and will be treated accordingly by such persons.

### **B. Undertakings, Representations, Warranties and Indemnities**

In consideration of our entering into this Placing Agreement and agreeing to perform our obligations hereunder,

- (i) You hereby agree to and undertake the following:
  - (a) You shall be responsible for all other professional fees, printer's charges and all disbursements and out of pocket costs reasonably and properly incurred by us in relation to the Placing which will include, but not limited to, the photocopying charges, telephone/facsimile charges, postage and delivery expenses.
  - (b) You shall provide us with all such information relating to you, any companies controlled by you and the Group as we would reasonably require for the purpose of making an informed assessment of the assets and liabilities, financial position, profits and losses and prospects of the Group or otherwise and all material facts and information which might reasonably be expected to be relevant in enabling us to fulfil our responsibilities in carrying out the terms of our engagements.
  - (c) You shall inform us in the event of any material change in the information in respect of (b) above or in the absolute opinion of you relevant to the Placing.
  - (d) You shall accept full responsibility for the accuracy of all information and facts given by you to us in relation to the Placing and warrant that no other material information or material facts have been or will be withheld, the omission of which will make the information or facts given to us incorrect or misleading, and to notify us should such omission or inaccuracy first come to the attention of you.
  - (e) You shall provide the Placing Agent with any further information available to you, which would be of relevance to the Placing Agent in carrying out its duties in respect of the engagement. If during the course of the Placing Agent's engagement, you subsequently discover something which renders any such information untrue, unfair, inaccurate or misleading, you undertake to notify the Placing Agent at once.
  - (f) The Placing Agent may, from time to time, disclose information regarding you and each of the companies controlled by you, its directors, shareholders, representatives and officers which may be confidential to the regulatory authorities upon their enquiries, including but not limited to the Stock Exchange and the SFC. Should such disclosure be required to be made, the Placing Agent agrees to obtain the consent from the Company or the

Company's representatives prior to such disclosure and you agree not to unreasonably withheld such consent.

- (g) You confirm that the appointment of the Placing agent confers on the Placing Agent in accordance with the provisions hereof all powers, authorities and discretions on its behalf which are necessary for, or reasonably incidental to, the Placing (including the power and authority to delegate its functions hereunder to any other person or persons which are its affiliates to act as sub-agent or sub-agents of the Placing Agent. You agree to ratify and confirm everything which the Placing Agent shall lawfully do or have done pursuant to and in accordance with this Placing Agreement. You agree, promptly on request by the Placing Agent, to execute or do, or procure that there shall be executed and done, all such documents and things as may be necessary for such purposes.
- (ii) You hereby represent, warrant and undertake to us the following:
  - (a) You have the legal rights, full power and authority to execute, deliver and exercise your rights and perform your obligations under this Placing Agreement. This Placing Agreement constitutes a valid and binding agreement amongst the parties enforceable in accordance with the terms and conditions.
  - (b) All consents, approvals, orders or qualifications (whether regulatory, judicial or otherwise) required to be obtained or made under all relevant jurisdictions for the sale of the Placing Shares or the consummation of the transactions contemplated by this Agreement have been duly obtained and are in full force and effect and the entering into of this Placing Agreement by the Company does not breach any existing obligation or applicable legislation.
  - (c) The Company is duly incorporated and validly existing under the laws of the place of its incorporation.
- (iii) You covenant and undertake to indemnify the Placing Agent as follows:
  - (a) You agree to indemnify the Placing Agent and its respective officers and employers (all such companies and persons being collectively referred to as "**indemnified persons**") against all actions, claims, demands, proceedings or judgements (collectively "**indemnified claims**") and all losses, liabilities, damages and reasonably and properly incurred costs, charges and expenses of whatever nature (including costs, charges and expenses incurred in investigating or defending any indemnified claim and in complying with any request made pursuant to sub-paragraph (ii) below) (collectively "**indemnified losses**") made against or incurred by any indemnified person directly or indirectly relating to or arising from the Placing Agent's engagement hereunder PROVIDED THAT any indemnified claims or indemnified losses suffered or incurred by any indemnified person or persons shall not extend to any claims or losses which are attributable in any way to the fraud, gross negligence or wilful default of such indemnified person or persons.
  - (b) Any indemnified person against whom an indemnified claim is made shall be entitled to defend, compromise, settle or deal with such indemnified claim as the Placing Agent may see fit after having had due regard to all reasonable requests which you may make.

- (c) If any amount becomes payable under this indemnity, you shall pay such additional amount (if any) as is required to ensure that the net amount received by the relevant indemnified person, after all deductions and withholdings required to be made from such aggregate payment and all taxation suffered in respect of its receipt, will equal the full amount which would have been received had no such deduction or withholding been made and had no such taxation been suffered.
  - (d) The benefit of this indemnity shall survive any termination of the arrangements contained in this letter and is in addition to any rights which any indemnified person may have at common law or otherwise including, but not limited to, any right of contribution.
  - (e) The Placing Agent shall have no liability to you in connection with our engagement other than as a result of its fraud, wilful default or negligent breach of its obligations to you herein.
- (ii) Furthermore, with the exception of those arising out of or as a result of any fraud, wilful default or negligence on our part, you undertake by signing and returning to us Confirmation of Acceptance enclosed herewith that neither you, each of the companies controlled by you, its holding company, any of the subsidiary of the such company and their respective associates (the “**Member Company**”) and directors of such company and/or Member Company shall make any claim against us to recover any damages, losses, costs, charges, or expenses which you may suffer arising out of the performance by us of our obligation under this Placing Agreement and shall hold us harmless on all matters arising from our engagement or in connection herewith or for any alleged insufficiency of the Placing Price or otherwise in connection with the Placing.

### **C. Applicable Law and Jurisdiction and Miscellaneous**

- (i) This Placing Agreement shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region of the People’s Republic of China (“**Hong Kong**”) and the parties hereby irrevocably submit to the non-exclusive jurisdiction of the courts of Hong Kong.
- (ii) The Placing Agent hereby warrants and represents to the Company that it is a deemed licensed corporation under the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong) (the “**SFO**”) and an independent third party not connected with the directors, chief executive, substantial shareholder(s) of the Company or its subsidiaries or any of their respective associates (as defined in the GEM Listing Rules).
- (iii) In relation to our appointment, the Placing Agent will not provide any advice on matters relating to the GEM Listing Rules, the Takeovers Codes, the SFO, the applicable law and/or the Companies Ordinance. In addition, the Placing Agent will not be responsible for providing any specialist or technical advice which you would need to obtain from other advisers (such as on accounting, legal and regulatory issues).
- (iv) By signing the attached Confirmation of Acceptance, the Company confirms that the Company’s entry into this Placing Agreement will not cause any breach of the Listing Rules and the Takeovers Code by the Placing Agent in any regards.
- (v) Unless expressly provided to the contrary in this Placing Agreement, a person who is not a party to this Placing Agreement shall have no right under the Contracts (Rights



of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) to enforce any of the terms of this Placing Agreement, and whether so provided in this Placing Agreement or not, no consent of third party is required for the amendment to (including the waiver or compromise of any obligation), rescission of or termination of this Placing Agreement.

If you wish to accept this Placing Agreement subject to the terms and conditions set out above, please duly complete and sign the attached confirmation of acceptance and return duplicate of this Placing Agreement to Kingston Securities Limited by fax to Ms. Rosita Kiu at 2295-0682 on or before 6:30 p.m. on 21 July 2016 (or at such other time as both parties may determine) and by hand and by email to Kingston Securities Limited at Suite 2801, 28th Floor, One International Finance Centre, 1 Harbour View Street, Central, Hong Kong.

Yours faithfully,  
For and on behalf of  
**Kingston Securities Limited**



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Authorised Signature

To: Kingston Securities Limited

**Confirmation of Acceptance**

We confirm our acceptance of the terms and conditions of the agreement as set out in your letter dated 21 July 2016 of which this confirmation forms part.

For and on behalf of  
**Hua Xua Healthcare Holdings Limited**



Name: Tong Ka Chun  
Title: Executive Director  
Date: 21 July 2016



**STRICTLY PRIVATE AND CONFIDENTIAL**

21 July 2016

Hua Xia Healthcare Holdings Limited  
19/F, New Wing  
101 King's Road  
Hong Kong

Attn.: The Board of Directors

Dear Sir / Madam,

**Hua Xia Healthcare Holdings Limited (stock code: 8143) (the "Company")  
Placing of New Shares under General Mandate**

We refer to our discussion recently regarding the placing of up to 339,000,000 new shares of the Company under general mandate (the "Placing").

We are pleased to set out the following scope of work in which Kingston Corporate Finance Limited ("Kingston") will provide to the Company in respect of the Placing. The terms of reference of our appointment are set out below:

**I. Services**

Kingston envisages that its role to the Company will include:

- reviewing the agreement, announcement and other relevant documents of the Company in respect of the Placing in accordance with the requirements under the Rules Governing the Listing of Securities on the Growth Enterprise Market ("GEM Listing Rules") of The Stock Exchange of Hong Kong Limited ("Stock Exchange"); and
- attending all necessary meetings in relation to the Placing.

For the avoidance of doubt, Kingston will, however, not provide any advice and/or opinion on the accounting and legal aspects of the Company in relation to the Placing.

**II. Responsibilities of the Company**

The Company agrees that it shall forthwith disclose to Kingston all matters, for the exclusive purposes of fulfilling the engagement, whether of a financial nature or otherwise and whether relating to itself or any third party which are or may be material to the Company, which it is aware or which comes to its attention and which it is not prohibited by law from so disclosing. The Company hereby acknowledges that Kingston will rely on all information disclosed to it in carrying out its obligations under this proposal.

### **III. Fees**

For the services described above in section I, we would receive a documentation fee of HK\$150,000.00 (Hong Kong dollars One Hundred and Fifty Thousand Only). This fee will be payable upon the signing of this letter. Kingston shall have the right to deduct any outstanding amount of the fee and expenses from any payment to be made by the Kingston Securities Limited to the Company in relation to the Placing.

In addition to the documentation fee as described above, all additional expenses reasonably incurred or to be incurred by Kingston in relation to the provision of services described above shall be for the account of the Company. Further charges for the photocopying, telephone calls, facsimile, telexes, out-of-town travel and all other expenses in connection with the Placing are also payable by the Company and will be notified by Kingston upon the documentation fee mentioned above is to be due. For the avoidance of doubt and without limiting the generality of the foregoing, fees and expenses of other professional such as lawyers, auditors, registrars, receiving bankers, translators, printer, public relation firm and property valuer and other similar expenses are payable by the Company.

If the Placing is unduly delayed for reasons beyond our control and other than our fault, or if our scope of work is significantly altered or expanded, we reserve our right to negotiate and agree on an additional compensation with the Company.

Subject to Section IV, the documentation fee and expenses agreed hereunder, if any, shall be payable by the Company notwithstanding that the Placing may be deferred, cancelled or otherwise terminated for whatever reasons.

### **IV. Termination**

- A. Kingston reserves the right at any time and without any liability or continuing obligations to the Company to terminate this letter of agreement forthwith in the event that the Company commits a material breach of the terms of this letter of agreement or Kingston comes to notice a material factor which will in its opinion make it inadvisable to proceed with its engagement as the documentation agent to the Company.
- B. The Company reserves the right to terminate this letter of agreement in the event that (i) Kingston commits a material breach of the terms of this letter of agreement or (ii) if the board of the Company resolves to cease work on the Placing.

## **V. Indemnity**

The Company agrees with Kingston to fully indemnify and to hold harmless Kingston and its affiliates, associated companies and all members of the Kingston group of companies, and the directors, officers, agents and employees of Kingston and its affiliates, associated companies and all members of the Kingston group of companies (any and all of which or whom is referred to as an "Indemnified Person") from and against any and all losses, claims, costs, damages, actions, proceedings, demands, liabilities and expenses whatsoever, joint or several (collectively "claims"), which any such Indemnified Person may suffer or incur in any jurisdiction whatsoever and which relate to or arise from, directly or indirectly, Kingston's engagement hereunder and/or the provision by Kingston of their services. The foregoing indemnities shall be in addition to any rights that Kingston or any other Indemnified Person may have at common law or otherwise and shall remain in full force and effect regardless of whether Kingston's engagement thereunder is terminated.

The indemnity shall not apply to and the Company will not be responsible for, anything resulting from the negligence or default of the Indemnified Person concerned.

## **VI. Undertakings**

- A. We shall be entitled, if necessary, to carry out such due diligence and investigations into the Company, its subsidiaries and associated companies and their respective directors, employees and associates for the exclusive purpose of fulfilling the engagement and the Company will promptly provide us with such documents and information as we may request and provide every assistance to enable us to carry out such due diligence and investigations and to procure that the Company's directors and employees also provide such assistance.
- B. All information to be supplied by the Company or any of its directors or employees to Kingston for the purpose of performing the services and acting as the documentation agent to the Company, and without limitation to the generality of the foregoing, will be true and accurate in all respects. All statements, expressions of opinion or intention, and all forecasts and estimates will be made or prepared after due and proper consideration will be fair and reasonable and will represent expectations honestly held based on facts known to the Company or its directors or employees.
- C. Both parties have undertaken to notify the other in the event of any material change to the information provided throughout our engagement within a reasonable time.

## **VII. Confidentiality**

The Company expressly agrees that, save as may be required by law or by any regulatory authority in Hong Kong (including the Stock Exchange and the Securities and Futures Commission), the Company will keep all correspondence with us arising under this engagement confidential. The Company further agrees that no part of any correspondence rendered by us in connection with services performed for the Company under the terms of this letter of agreement will be quoted or made public without our prior written consent. In the event that the Company decides to disclose any correspondence from us to the Company's professional advisers, the Company hereby agrees that the Company will first obtain their written agreement to be bound to us by the terms of this confidentiality clause in connection with any disclosure made to them by the Company.

Save as may be required by law or by any regulatory authority in Hong Kong (including the

Stock Exchange and the Securities and Futures Commission), we expressly agree that we shall keep all information provided by the Company and all correspondence with you arising under this engagement confidential and that we shall not, without your prior written consent, disclose to any party other than your professional advisers engaged in the Placing any such information or correspondence. We further agree that no part of any information or correspondence rendered by us in connection with services performed for the Company under the terms of this letter of agreement will be quoted or made public without your prior written consent. We shall return all and any information and documents of the Company, including copies, which we have on hand in relation to the Company immediately upon request of the Company.

**VIII. Entire Agreement**

This letter represents the entire agreement and understanding between the Company and us and there are no other agreements between us neither written nor oral other than that set out in this letter.

**IX. Severability**

Any provision of this agreement which is prohibited by or unlawful or unenforceable under any applicable law actually applied by any court of competent jurisdiction shall, to the extent required by such law, be severed from this agreement and rendered ineffective so far as is possible without modifying the remaining provisions of this agreement. Where, however, the provisions of any such applicable law may be waived, they are hereby waived by the parties to the full extent permitted by such law to the end that this agreement shall be a valid and binding agreement enforceable in accordance with its terms.

**X. Governing Law**

This letter of agreement shall be governed by and construed in accordance with the laws of Hong Kong Special Administrative Region.

If the above terms of our engagement meet with the approval of the Company, we would be much obliged for the Company's confirmation by signing the enclosed copy of this letter and returning the same to us.

Yours faithfully,  
For and on behalf of  
**Kingston Corporate Finance Limited**



Gregory Ho  
*Managing Director*



The undersigned agrees to the exclusive appointment of Kingston Corporate Finance Limited on the terms and conditions set out herein and acknowledges having received a copy of this letter.

For and on behalf of  
**Hua Xia Healthcare Holdings Limited**



Authorised Signature

Name: Yung Ka Chun  
Date: 21 July 2016